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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

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August 24, 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 **sole source** contract amendments with the seven vendors bolded in the list below by increasing the Price Limitation by \$1,101,447 from \$2,138,454.69 to an amount not to exceed \$3,239,901.69 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 contract completion date from September 30, 2016 to June 30, 2018, effective October 1, 2016 or the date of Governor and Council approval, whichever is late. Funds are 75% Federal Funds and 25% General Funds.

These agreements were originally approved by the Governor and Executive Council on December 3, 2014 (Item #23), June 19, 2013 (Item #135A), August 14, 2013 (Item #43) and subsequently amended on June 8, 2014 (Items #102 and #103) and on June 24, 2015 (Item #18).

Summary of contract amounts by vendors:

Vendor	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
Milton School District	Milton	297,722.40	0.00	297,722.40
North Country Health Consortium	Littleton	427,896.88	238,343.00	666,239.88
Portsmouth School District	Portsmouth	380,000.00	135,000.00	515,000.00
Sanborn Regional School District	Kingston	200,000.00	135,000.00	335,000.00
School Administrative Unit #9 - Conway	North Conway	200,000.00	180,000.00	380,000.00
School Administrative Unit #43 - Newport	Newport	120,000.00	108,000.00	228,000.00
Seacoast Youth Services	Seabrook	300,627.41	135,000.00	435,627.41
Second Start	Concord	212,208.00	170,104.00	382,312.00
	TOTAL	\$2,138,454.69	\$1,101,447.00	\$3,239,901.69

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 **sole source** approval to amend and extend the attached contracts. These contracts were originally awarded through a competitive bid process, and are funded through a grant that ends September 30, 2016. New funding has become available to allow the continued support for these established programs and prevent a lapse in services. It is important schools continue implementation of this evidence based student assistance programming because the communities they serve have been identified as being at high-risk of substance misuse and abuse. The seven vendors represent 22 middle and high schools who originally received funding 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 process. There are no remaining options to extend services for State Fiscal Years 2017 and 2018; therefore, **sole source** approval is requested.

This requested action seeks approval of seven of the eight agreements to provide student assistance program services for 22 out of 24 schools originally serviced under these contracts. The eighth agreement, providing services to the remaining 2 schools, is pending school board approval, and will be presented at a future Governor and Council meeting.

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

Should the Governor and Executive Council determine not to approve this request these 22 schools will not have the sufficient resources to continue the quality student assistance programming necessary to provide students in high-need, high-risk communities with the prevention education needed to impact knowledge, skills and usage rates of alcohol and other drugs for this population.

The Contractors were selected for this project through a competitive bid process.

The Contractors 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: Groveton, White Mountain Regional Woodstock Lisbon, Portsmouth Conway, Newport, Merrimack Valley and Pittsfield High Schools, Lisbon, Gorham, Greenland, Portsmouth, Rye, Conway, Newport, Seabrook, Merrimack Valley, and Pittsfield Middle Schools, Pittsfield Elementary Schools, Hampton Academy, and towns within the school districts.

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.

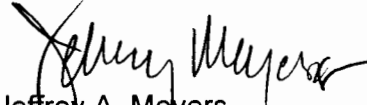
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

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 TI010035-16**

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	-	-	-
2018	102/500731	Contracts for Program Services	49156502	-	-	-
Sub Total				-	-	-

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	1,101,447.00
		TOTAL		2,138,454.69	1,101,447.00	3,239,901.69

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



**State of New Hampshire
Department of Health and Human Services
Amendment #5 to the
Student Assistance Program**

This 5th Amendment to the Student Assistance Program formally known as the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment Five") 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 North Country Health Consortium, (hereinafter referred to as "the Contractor"), with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #135A, and amended June 18, 2014, Item #102, June 24, 2015, Item #18, June 22, 2015 by Attorney General approval, and October 7, 2015, Item #20, 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 \$666,239.88.
4. Delete Exhibit A Amendment #1 in its entirety and replace with Exhibit A Amendment #2.
5. Delete Exhibit B Amendment #2 in its entirety and replace with Exhibit B Amendment #3.
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.

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8/16/16

**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

8/22/16
Date

[Signature]
Name: Katja S. Fox
Title: Director

North Country Health Consortium

2/16/16
Date

[Signature]
Name: Nancy Frank
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 8/16/16, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Amy J Holmes
Name and Title of Notary or Justice of the Peace

My Commission Expires: May 23, 2017



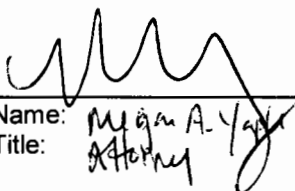
**New Hampshire Department of Health and Human Services
Student Assistance Program**



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

OFFICE OF THE ATTORNEY GENERAL

Date 9/4/14


Name: Megan A. Yager
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 Groveton, White Mountain Regional, Woodsville and Lisbon High Schools, the Lisbon, Gorham Middle 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



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.

NA

8/16/16



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.

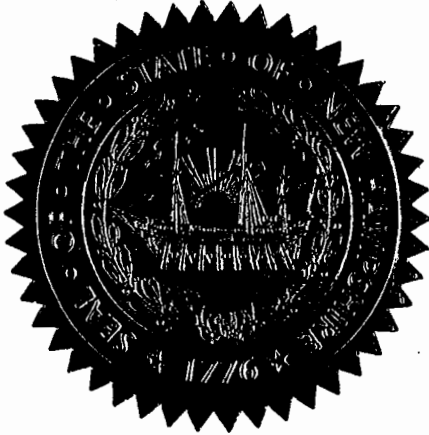
MF

2/16/16

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire nonprofit corporation formed October 5, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

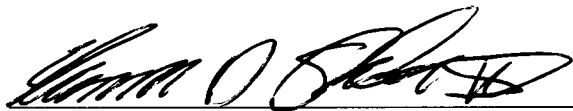
1. I am the duly elected President of North Country Health Consortium;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the North Country Health Consortium, in Minutes dated April 8, 2016;

RESOLVED: Be it resolved that North Country Health Consortium enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: Be it resolved that the Executive Director and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Nancy Frank is the Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 16, 2016.


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



Edward Shanshala, President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

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



Notary Public/Justice of the Peace
My Commission Expires:

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584	CONTACT NAME: Patricia Emery	
	PHONE (A/C, No, Ext): (603) 788-2555 FAX (A/C, No): (603) 788-3901 E-MAIL ADDRESS: pemery@gms-ins.com	
INSURED North Country Health Consortium Inc 262 Cottage Street, Suite 230 Littleton NH 03561	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A Acadia Insurance Company	31325
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL162307176 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			CPA 0238922 18	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA0238923-18	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$ 25,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			CUA 5178194-12	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	WCA0277380-17	1/1/2016	1/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Health Consortium
NH Worker's Compensation--Excluded officers are Nancy Bishop, Charles Cotton & Edward Shanshala II

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

CERTIFICATE HOLDER State of NH, DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Patricia Emery/PBE



North Country Health Consortium Mission Statement:

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

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

NCHC is engaged in activities for:

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

A.M. PEISCH & COMPANY, LLP

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

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2015 AND 2014



A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2015 and 2014, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

- 1 -

401 Water Tower Circle Suite 302 Colchester, VT 05446 (802) 654-7255	27 Center Street P. O. Box 326 Rutland, VT 05702 (802) 773-2721	181 North Main Street St. Albans, VT 05478 (802) 527-0505	1020 Memorial Drive St. Johnsbury, VT 05819 (802) 748-5654	57 Farmvu Drive White River Jct., VT 05001 (802) 295-9349
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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 12, 2016 on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

A.M. Peisch and Company, LLP

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

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

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

See accompanying notes.

**NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014**

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

See accompanying notes.

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

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

See accompanying notes.

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

	Workforce	Public Health	Molar	CSAP	North County ACO	Total Program	Management & General	Total
Personnel:								
Salaries	\$ 166,830	\$ 63,238	\$ 221,184	\$ 166,227	\$ 84,411	\$ 701,890	107,165	\$ 809,055
Payroll taxes and employee benefits	30,591	14,514	44,790	33,293	19,134	142,322	21,238	163,560
Subtotal	197,421	77,752	265,974	199,520	103,545	844,212	128,403	972,615
Site Expenses:								
Computer supplies	3,572	1,917	7,304	4,185	2,642	19,620	3,131	22,751
Medical and pharmacy supplies	54,814	69,406	182,257	104,667	82	411,226	552	411,778
Office supplies	12,033	5,605	5,751	20,072	1,285	44,746	4,452	49,198
Subtotal	70,419	76,928	195,312	128,924	4,009	475,592	8,135	483,727
General:								
Bad debt (recovery)	-	-	(3,365)	-	-	(3,365)	(1,695)	(5,060)
Depreciation	-	-	4,650	-	-	4,650	11,615	16,265
Dues and memberships	310	-	235	-	23	568	6,860	7,428
Education and training	3,658	105	2,731	1,481	1,485	9,460	5,654	15,114
Dental Equipment	-	-	1,199	-	-	1,199	1,192	2,391
Equipment	-	-	670	50	-	720	195	915
Rent, housing, and occupancy	9,356	3,945	13,237	9,535	4,695	40,768	18,904	59,672
Insurance	581	760	1,291	698	405	3,735	3,936	7,671
Miscellaneous	8,978	-	2,439	6,960	26,662	45,039	1,085	46,124
Data collection contract	-	-	-	-	-	-	-	-
Payroll processing fees	-	-	-	-	-	-	3,788	3,788
Postage	374	207	812	441	302	2,136	486	2,622
Printing	1,392	771	3,609	1,062	663	7,497	1,188	8,685
Professional fees	3,504	2,051	5,560	5,598	4,039	20,752	12,895	33,647
Training fees and supplies	6,438	290	752	79,769	-	87,249	3,079	90,328
Travel	8,594	7,243	6,325	20,871	8,222	51,255	4,125	55,380
Telephone	576	1,066	2,929	1,397	381	6,349	531	6,880
Vehicle expense	-	-	4,243	-	-	4,243	-	4,243
Subtotal	43,761	16,438	47,317	127,862	46,877	282,255	73,838	356,093
Total expenses	\$ 311,601	\$ 171,118	\$ 508,603	\$ 456,306	\$ 154,431	\$ 1,602,059	\$ 210,376	\$ 1,812,435

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2015 AND 2014

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

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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

Nature of activities

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

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

The Organization's primary programs are as follows:

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

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

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

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

Principles of consolidation

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

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

Use of estimates

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

Concentration of risk

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

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue

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

Grant and Contract Revenue

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

Fees for Programs and Services

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

Agency transactions

North Country ACO receives funding from Medicare that is collected and subsequently disbursed to member health centers. There were no such transactions for the year ended September 30, 2015.

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

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

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

Cash and cash equivalents

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

Restricted cash - ACO

Restricted cash – ACO consists of advanced funding received from Medicare to be used for the development of systems to improve care coordination, technical improvements, data collection coordination, and promote cost saving. For the years ending September 30, 2015 and 2014, these amounts were \$74,810 and \$199,144, respectively.

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstance when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for dental service of \$8,752 and \$4,200 as of September 30, 2015 and 2014, and an allowance for doubtful accounts for grants and contracts of \$0 as of September 30, 2015 and 2014. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

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

Property and equipment

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

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

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

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

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

Deferred revenue

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

Deferred revenue – ACO

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

Net assets

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

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

Temporarily restricted net assets – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2015 and 2014.

Permanently restricted net assets – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2015 and 2014.

Income taxes

The Organization and the ACO are exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Organization is not aware of any such uncertain tax positions. The tax years ending September 30, 2012 through 2015 are still open to audit.

Functional expenses

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

Note 2. Cash Concentrations

The Organization maintains bank account balances which, at times, may exceed federally insured limits. The Organization has not experienced any losses with these accounts, and management believes the Organization is not exposed to significant credit risk on cash as of September 30, 2015 and 2014.

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances were .05% as of September 30, 2015.

Note 3. Donated Services

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

Note 4. Operating Leases

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

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,		
2016	\$	57,663
2017		34,218
Thereafter		<u>-</u>
	\$	<u>91,881</u>

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

Note 5. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2015 and 2014.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were \$144,561 and \$214,401 for the years ended September 30, 2015 and 2014, respectively. Outstanding amounts due to these organizations as of September 30, 2015 and 2014 amounted to \$3,200 and \$0, respectively. Outstanding amounts due from these organizations as of September 30, 2015 and 2014 amounted to \$5,844 and \$8,160, respectively.

Note 6. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are \$50 for each part-time employee and \$100 for each full-time employee. Employer contributions for the years ended September 30, 2015 and 2014 were \$14,570 and \$16,436, respectively.

Note 7. Commitment and Contingencies

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

Note 8. Federal Reports

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

Note 9. Subsequent Events

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

The Organization has evaluated subsequent events through February 12, 2016, the date the financial statements were available to be issued.

A.M. PEISCH & COMPANY, LLP

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

ADDITIONAL REQUIRED REPORTS

SEPTEMBER 30, 2015



NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

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

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S Department of Health and Human Services			
<i>Direct Programs:</i>			
Rural Health Care Services Outreach Program	93.912		\$ 189,692
Quality Improvement	93.912		149,294
Network Development	93.912		<u>160,008</u>
			498,994
Health Careers Opportunity	93.329		<u>97,457</u>
<i>Total direct programs:</i>			<u>596,451</u>
<i>Passed through the State of New Hampshire:</i>			
Substance Misuse Prevention	93.959	TI010035-14	64,832
Public Health Advisory Council	93.959	TI010035-14	<u>14,967</u>
			79,799
School-Based Immunization	93.268	H23IP000757	6,696
School-Based Immunization	93.268	H23IP000757	<u>1,872</u>
			8,568
Public Health Emergency Preparedness	93.069	U90TP000535	<u>96,772</u>
Public Health Emergency Preparedness	93.074	U90TP000535	<u>26,650</u>
NH Strategic Prevention Framework Partnership for Success II	93.243	3U79SP019425	<u>224,387</u>
Public Health Advisory Council	93.758	B01OT00937	<u>9,972</u>
Hypertension	93.757	U58DP004821	<u>40,325</u>
<i>Total pass through State of New Hampshire:</i>			<u>486,473</u>
<i>Passed through the University of Dartmouth Area Health Education Center:</i>			
Area Health Education Centers	93.107	U77HP03627	<u>72,563</u>
<i>Passed through Southern NH Area Health Education Center:</i>			
Chronic Disease Self Management Program	93.189	14AANHT3PH	<u>9,656</u>
<i>Passed through the National Association of County and City Health Officials:</i>			
Medical Reserve Corps	93.008	HITEP150026	<u>2,481</u>
<i>Passed through the New Hampshire Health Plan:</i>			
Marketplace	93.525	HBETE130156	<u>110,383</u>
Total Expenditures of Federal Awards			\$ <u>1,278,007</u>

See accompanying notes to schedule of expenditures of federal awards.

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

**Notes to Schedule of Expenditures of Federal Awards
for the Year Ended September 30, 2015**

Note 1. Basis of Presentation

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

Note 2. Summary of Significant Accounting Policies

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

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

A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statement of financial position as of September 30, 2015, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 12, 2016.

Internal Control over Financial Reporting

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

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

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

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(802) 527-0505

1020 Memorial Drive
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(802) 748-5654

57 Farmvu Drive
White River Jct., VT 05001
(802) 295-9349

Compliance and Other Matters

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

Purpose of this Report

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

A.M. Peisch and Company, LLP

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

A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

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

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

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2015. North Country Health Consortium, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of the federal awards applicable to its federal programs.

Auditor's Responsibility

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

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

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Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2015.

Report on Internal Control Over Compliance

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

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

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

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

A.M. Peisch and Company, LLP

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

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

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

A. SUMMARY OF AUDITOR'S RESULTS

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

B. FINDINGS – FINANCIAL STATEMENT AUDIT

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

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

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

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

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

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

2014 Finding:

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

2013 Finding:

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

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



North Country Health Consortium Board of Directors 2015-2016

President

Ed Shanshala, CEO, Ammonoosuc Community Health Services

Vice President

Charlie Cotton, Director, Northern Human Services

Treasurer

Jonathan Brown, CEO, Indian Stream Health Center

Secretary

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

Assistant Secretary

Nancy Bishop, Administrator, Grafton County Human Services

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

Karen Woods, Cottage Hospital

Ken Gordon, Coos County Family Health Services

Kristy Letendre, Tri-County Community Action Program

Margo Sullivan, Androscoggin Valley Home Care

Roxie Severance, Morrison Nursing Home

Russell Keene, Androscoggin Valley Hospital

Scott Howe, Weeks Medical Center

Sharon Beaty, Mid-State Health Center

Warren West, Littleton Regional Healthcare

262 Cottage St., Ste. 230

Littleton, NH 03561

Phone: 603-259-3700 ~ www.nchcnh.org ~ Fax: 603-444-8111

Amy J. Holmes

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

Education

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

Professional Experience

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

Responsibilities include:

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

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

Responsibilities include:

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

Volunteer Work

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

Responsibilities included:

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

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

Andrew Charles Brown

Summary

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

Education

1999-2000 Part time school at Community College of Vermont
2000-2002 Full time work on Bachelors degree (Liberal Studies) at
Lyndon State College
2002-2004 Completed Bachelors of Arts (Cum Laude) (Political Science) at University of Vermont

Employment

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

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

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

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

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

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

LAURA J. HOSLEY
Lhosley@nchcnh.org

EDUCATION/CERTIFICATION

M.S., Applied Management

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

B.A., Double Major: Psychology/Education

University of Rhode Island, Kingston, RI, 1980

Certified Student Assistance Counselor

Rhode Island Board for Certification of Chemical Dependency Professionals, 1993

Certified Prevention Specialist

Certification Board, 2015

Rhode Island

HONOR

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

WORK HISTORY

NORTH COUNTRY HEALTH CONSORTIUM

Littleton, NH

2015 - present

Continuum of Care Facilitator

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

RIEAP, INC. STUDENT ASSISTANCE SERVICES DIVISION

Warwick, RI

2004 – 2015

Director of Community Prevention

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

Manager of Prevention and Cessation Services

JAMESTOWN PREVENTION COALITION

Jamestown, RI

1993 – 2015

Coordinator

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

CANCER PREVENTION RESEARCH CENTER
URI, Kingston, RI

2001 – 2004

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

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

RIEAP, INC. STUDENT ASSISTANCE SERVICES DIVISION
Warwick, RI

1993 – 2001

CHILD AND FAMILY SERVICES OF NEWPORT COUNTY
Newport, RI,

1990 – 1993

CHANNEL ONE WARWICK
Warwick, RI,

1989 – 1990

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

1981 – 1989

COMMUNITY AFFILIATIONS

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

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

NANCY FRANK, MPH

PROFESSIONAL EXPERIENCE

North Country Health Consortium

Littleton, New Hampshire

August 2011 – present

Executive Director

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

December 2009- July 2011

Development Director/Workforce Development

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

Vermont Department of Health

St. Johnsbury, Vermont

November 2006-June 2008

Public Health Supervisor

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

Northeastern Vermont Area Health Education Center

St. Johnsbury, Vermont

December 1999-October 2006

Community Resource Coordinator

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

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

CCOE model

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

Northeastern Vermont Area Health Education Center

St Johnsbury, Vermont

July 1999 – October 1999

Consultant, Community Diabetes Project

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

Vermont Department of Health

Burlington, Vermont

June 1992 – December 1998

Public Health Specialist (February 1998 - December 1998)

Primary Care Coordinator

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

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

Project Coordinator, State Systems Development Initiative

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

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

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

University of Illinois at Chicago, School of Public Health

Prevention Research Center, Chicago, IL

January 1990 – May 1991

Project Director, Youth AIDS Prevention Project

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

Cook County Department of Public Health

Maywood, Illinois

September 1987 – January 1990

AIDS Education Coordinator (July 1988 - January 1990)

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

Community Health Educator (September 1987 - July 1988)

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

Case Western Reserve University

Cleveland, Ohio

November 1982 – May 1985

Research Assistant, Department of Nutrition

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

Research Assistant, Department of Medicine

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

PROFESSIONAL AFFILIATIONS/BOARDS

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

EDUCATION

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

June 1981 Bachelor of Science, Consumer Science

Colleen Gingue

Self-Starter

Team Player

Task Oriented

Cheerful

Highlights of Qualifications

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

Experience

Finance Director North Country Health Consortium 2012-Present

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

Multi-Client Bookkeeper Service Abacus Bookkeeping 2012

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

Accounting Manager microDATA 911, Inc. 2002-2011

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

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

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

Experience (continued)

Accountant *Deerfield Village Furniture* *1999-2002(office closed)*

- Perform A/R, A/P, Payroll, General Ledger, and Financial Reporting Duties

Various Positions with Northern Community Management Corporation *1993-1998*
Property Manager - Administrative Manager - Accounting Manager

Education

Bachelor's Degree in Business Administration, Johnson State College (in progress)
Cum Laude Graduate with Associate in Science in Accounting, Champlain College

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: North Country Health Consortium

Name of Contract: Student Assistance Program

BUDGET PERIOD		SFY 17		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Amy Holmes	Program Manager	\$66,851	10.00%	\$6,685.12
Drew Brown	Program Coordinator	\$57,845	5.00%	\$2,892.24
Laura Hosley	Program Coordinator	\$65,000	30.00%	\$19,500.00
Nancy Frank	Program Director	\$96,013	2.00%	\$1,920.26
Colleen Gingue	Finance Director	\$69,846	2.00%	\$1,396.93
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$32,394.54

BUDGET PERIOD		SFY 18		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Amy Holmes	Program Manager	\$68,857	15.00%	\$10,328.51
Drew Brown	Program Coordinator	\$59,580	10.00%	\$5,958.01
Laura Brown	Program Coordinator	\$66,950	45.00%	\$30,127.50
Nancy Frank	Program Director	\$98,893	2.00%	\$1,977.86
Colleen Gingue	Finance Director	\$71,942	3.00%	\$2,158.25
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$50,550.14



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

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

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

Kathleen Dunn
Associate Commissioner

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

G&C APPROVED
Date: 10/7/15
Item # 20

August 27, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments with the vendors identified in the table 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 \$22,004 from \$918,728.29 to an amount not to exceed \$940,732.29, effective upon the date of Governor and Executive Council approval, through September 30, 2016. There is no change to the completion date. 100% Federal funds.

These Agreements were originally approved by the Governor and Executive Council on June 19, 2013 (Item #135A) and Amended on June 8, 2014, (Items #102 and #103), and June 24, 2015 (Item #18). Additionally, single amendments to the Agreements were approved by the Attorney General Office on August 13, 2014, March 27, 2015, and April 6, 2015, and June 22, 2015. 100% Federal Funds.

Vendor	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
North Country Health Consortium	Littleton	\$416,100.88	\$11,796.00	\$427,896.88
Seacoast Youth Services, Inc.	Seabrook	\$300,627.41	\$0.00	\$300,627.41
Second Start	Concord	\$202,000.00	\$10,208.00	\$212,208.00
	Grand Total	\$918,728.29	\$22,004.00	\$940,732.29

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon availability and continued appropriation of funds in the future operating budget, 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

These Amendments are **sole source** because these are the only Contractors who can continue implementing the work to complete the Student Assistance Program in their school district. The Student Assistance Program addresses underage drinking and prescription drug misuse and abuse in high need populations.

The Amendments increase funding for State Fiscal Year 2016 using previously allocated but unspent funds from State Fiscal Year 2015. The unspent State Fiscal Year 2015 funds are available because of delays related to start up, staff vacancies, and workshop delivery. All three Contractors are receiving additional funds of between \$10,928 and \$14,619 for State Fiscal Year 2016. Seacoast Youth Services funding is being made within the same contract number, see the Financial Details.

The increase in funding will allow the Contractors to complete their strategic plan to continue the program after the Agreements end. The Contractors 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 Contractors 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 Contractors will also incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

These Contractors were selected through a competitive bid process.

Should the Governor and Executive Council decide not to approve this request, an undetermined number of students, 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, these Contractors have consistently and successfully met the contract deliverables on a timely basis, as determined by quarterly site visits by program staff. The following performance measures will be used to measure the effectiveness of the 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: Schools and communities in the following cities and towns: Berlin, Lisbon, Gorham, Jefferson, Lancaster, Whitefield, Groveton, Woodsville, Boscawen, Loudon, Penacook, Salisbury, Webster, Pittsfield, Hampton, and Seabrook.

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



**State of New Hampshire
Department of Health and Human Services
Amendment #4 to the NH Strategic Prevention Framework Partnership for Success Contract**

This fourth Amendment to the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment #4") dated August 5, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium (hereinafter referred to as "the Contractor"), with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement 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 the Governor and Executive Council on June 18, 2014 (Item #102), and Amended by an Agreement (Amendment #2 to the Contract) approved by the Governor and Executive Council on June 24, 2015 (Item #18), and Amended by an Agreement (Amendment #3 to the Contract) approved by the Attorney General on June 22, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; 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 increase the price limitation, within the completion date.

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$427,896.88.
3. Delete in its entirety Exhibit B Amendment #1, and replace with Exhibit B Amendment #2.
4. Delete in its entirety Exhibit B-3, and replace with Exhibit B-3 Amendment #1.



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

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

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

State of New Hampshire
Department of Health and Human Services

8/27/15
Date

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

North Country Health Consortium

8/12/15
Date

Marty Frank
NAME Marty Frank
TITLE Executive Director

Acknowledgement:

State of NH, County of Grafton on 8/12/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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



Amy J. Holmes, Community and Public Health Director, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: May 23, 2017



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-3 and Exhibit B-4.
4. Payment for said services shall be made as follows: The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

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

5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment, limited to the budgets, Exhibit B-3 and Exhibit B-4, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

NT

8/2/15

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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: 6/24/15
Item # 18

June 9, 2015

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

Sole Source

REQUESTED ACTION

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

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

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

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

Please Attached Financial Details

EXPLANATION

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

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

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

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

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

These vendors were selected through a competitive bid process.

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

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

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

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

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

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

Respectfully submitted,



KAD
Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



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

This second Amendment to the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment #2") dated May 22, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium, Inc., (hereinafter referred to as "the Contractor"), with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item # 135A, and amended on June 18, 2014, Item # 102, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

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

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



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

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

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

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

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

North Country Health Consortium, Inc.

05/27/15
Date

Nancy Frank
NAME: Nancy Frank.
TITLE: Executive Director

Acknowledgement:

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

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

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

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

My Commission Expires: Sept. 18, 2018




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

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

OFFICE OF THE ATTORNEY GENERAL

4/10/15
Date


Name: Megan A. Goss
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. General Provisions

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



Exhibit A Amendment #1

D) Publications Funded Under Contract

- 1) All products produced under this contract are in the public domain.
- 2) All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DCBCS before printing, production, distribution, or use.
- 3) The Contractor shall credit DHHS BDAS on all materials produced under this contract.

2. Minimum Standards of Core Services

A) Contractors Minimum Required Services and Performance Measures

1) Dedicated staff

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

- i) There must be one full time equivalent staff person to every 1,000 students. This can be prorated for schools serving less than 1,000 students. If the school is under 1,000 students the staff person must be available a minimum of two days per week, and cannot serve more than two buildings or campuses. The student assistance counselor must be able to obtain Certified Prevention Specialist status within one year.
- 2) Individual Screening using and Evidence Based Screening Tool
 - i) The contractor shall ensure all the funded schools shall utilize the GAINS-SS (Global Appraisal of Individual Needs – Short Screen). Other evidence based screening tools may be substituted with the permission of the contract manager.
- 3) Referral as indicated by screening
 - i) The contractor shall ensure that all three schools shall refer students to the appropriate community provider. The contractor shall work with the schools to develop and formalize a protocol for referrals to the appropriate provider by the end of year one.
- 4) Individual and group support sessions
 - i) The contractor shall conduct Individual Support Sessions with the purpose of crisis intervention or to motivate students to participate in the Project Success groups.
 - ii) The contractor shall conduct Group Support Sessions based on a Project Success social learning model, with the general purpose of the group support sessions being to help students identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use, focus on the personal consequences of use, teach and provide opportunities to practice resistance and coping skills, and identify barriers to using the skills or adopting healthy attitudes. There are ten different groups that make up the groups of the Project Success program: Newcomers Group, Senior Group, Alcohol and Other Drug Assessment Education Group, Sibling Group, Non-Users Group, Children Of Substance Abusing Parents (COSAP) Group, Parents, Peers, and Partying Group, Abuser Group, Abuser/COSAP Group, and Recovery Group. During the first session of these groups, confidentiality and boundaries are also addressed so it is clear to students what confidentiality guidelines are in place.
 - iii) Both the Newcomers Group and the COSAP Group shall begin in year one of the grant at all three schools, with recruitment and facilitation of the other eight groups beginning in year two.
- 5) Provide Parent Education
 - i) The contractor shall provide parent education about prescription drug use and underage drinking and binge drinking. Topics shall include developmental information (being a teen), information about how youth access substances, and how perception of parental disapproval impacts use. The contractor can enhance these services through the pre-

[Handwritten Signature]
Date *2/27/15*



Exhibit A Amendment #1

existing Prevention Youth Councils and other parent education services already being offered at the school and local level.

- 6) Provide student education during transitional years
 - i) The contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grade). Education sessions must include topics including but not limited to: being and adolescent, alcohol, tobacco and other drug information, Family Dynamics and pressures, and skills for coping with stress and life pressure. The contractor can enhance these services through the pre-existing Prevention Youth Councils and other parent education services already being offered at the school and local level. The selection of an evidence based educational curriculum may assist the schools in meeting this requirement.
- 7) School and community based environmental strategies.
 - i) The contractor shall conduct a minimum of three school/community centered environmental strategies each year of funding. The contractor may utilize existing Prevention Youth Councils and other existing groups to enhance and meet this requirement.
- 8) Enhance services through media and marketing
 - i) The contractor shall enhance services through the utilization of marketing and media tools.

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Exhibit A Amendment #1

- iii) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
- iv) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
- v) A completed engagement status assessment of communities within the region
- vi) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.

C) Quarterly Site Visits

- 1) The Contractor shall allow a team authorized by BDAS to conduct quarterly site reviews that will include Student Assistance Counselor, the Contractor or designee, Evaluator, and BDAS. This site visit will review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.

D) Evidence Based Core Components

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

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SPECIAL PROVISIONS

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

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



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

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

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

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2/27/15



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
- 14.



19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and

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.



**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 #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 June 15, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium (hereinafter referred to as "the Contractor"), with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement 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 #102), and Amended by an Agreement (Amendment #2 to the Contract) pending Governor and Executive Council 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; and

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

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

WHEREAS, the 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 #3, 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 Budget Form, for the Budget Period: July 1, 2014 to June 30, 2015, and replace with Exhibit B-1 Amendment #2 (July 1, 2014 to June 30, 2015) Budget Form.



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

This amendment shall be effective upon approval.

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

State of New Hampshire
Department of Health and Human Services

6/17/15
Date

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

North Country Health Consortium

6/15/15
Date

Nancy Frank
NAME Nancy Frank
TITLE Executive Director

Acknowledgement:

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

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

Amy Holmes, Notary
Name and Title of Notary or Justice of the Peace



My Commission Expires: May 23, 2017



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

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

OFFICE OF THE ATTORNEY GENERAL

4/22/15
Date

[Signature]
Name: Megan A. Yager
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 27, 2014

G&C Approved

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

Date 6/18/14
Item # 102

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to amend existing Agreements with multiple vendors to provide Evidence Based Student Assistance Programming, by revising line item budget amounts within State Fiscal Year 2014, with no change to the total price limitation or the original end date, effective upon Governor and Executive Council approval through June 30, 2015. The original Agreements were approved by the Governor and Executive Council on June 19, 2013, Item # 135A.

Summary of SFY 14 contracted amounts by vendor:

Vendor	SFY 14 Current Budget	Increase/Decrease Amount	SFY 14 Revised Modified Budget
North Country Health Consortium, Inc	\$143,040.68	\$0.00	\$143,040.68
Second Start	\$53,156.00	\$0.00	\$53,156.00
TOTAL SFY 14	\$206,196.68	\$0.00	\$206,196.68

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

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

Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/Decrease Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Program Svc	\$206,196.68	\$0.00	\$206,196.68
		TOTAL	\$206,196.68	\$0.00	\$206,196.68

EXPLANATION

The purpose of this Requested Action is to amend Exhibit B-1 Budgets by adjusting line item amounts within State Fiscal Year 2014, within the price limitation, as follows:

- North Country Health Consortium, Inc.-to adjust line item amounts within State Fiscal Year 2014
- Second Start- to adjust line item amounts within State Fiscal Year 2014

According to paragraph 18 of the General Provisions, this change must be made in writing and approved by Governor and Executive Council.

The two contractors (North Country Health Consortium and Second Start) needing line item changes within the same fiscal year were due to increased staff time spent on the program, therefore salary needed to be increased. For Second Start, staff benefits increased reflective of salary increase and travel expenses were higher than projected. North Country Health Consortium's staff benefits decreased due to a reduction in agency insurance rates and occupancy expense increased due to a new lease agreement.

Should Governor and Council not authorize this request North Country Health Consortium and Second Start's ability to meet unanticipated cost increases would negatively impact their ability to provide services. These federal dollars were released with this purpose and will need to be returned if these services are not provided.

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

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

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

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

Respectfully submitted,


Sheri Rockburn
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

RFA 15-DHHS-DCBCS-BDAS-03
Student Assistance Program
Application Review
August 18, 2014

Applicant	Select	Non Select
SAU # 09 – Conway School District	X	
SAU # 43 – Newport School District	X	
North Country Health Consortium	X	
Sanborn Regional School District	X	
Second Start	X	

Review Committee

Name	Title
Jill Burke	Chief of Prevention and Education Services
Valerie Morgan	BDAS Administrator



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the North Country Health Consortium Contract

This 1st Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated this 30th day of April 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

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

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

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

WHEREAS the Parties agree to adjust Budget line items amounts within the price limitation.

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

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

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

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

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



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

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

State of New Hampshire
Department of Health and Human Services

5/15/14
Date

Shirley Rod
NAME
TITLE

North Country Health Consortium

5/1/14
Date

[Signature], Executive Director
NAME
TITLE

Acknowledgement:

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

Signature of Notary Public or Justice of the Peace

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

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

5/28/14
Date

M. K. Brown
Name: Michael K. Brown
Title: Sen. Assist. AG

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

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

June 6, 2013

G&C Approved

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

Date 6/19/13
 Item # 135A

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

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

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

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

EXPLANATION

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

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

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.

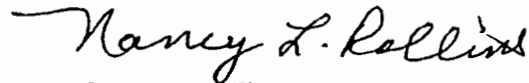
Area served: Middle School Students, High School Students and the communities served by:
Merrimack Valley High School
Merrimack Valley Middle School
Pittsfield Elementary School
Pittsfield Middle/High School.
Woodsville High School
Groveton High School
White Mountain Regional High School
Hampton Academy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

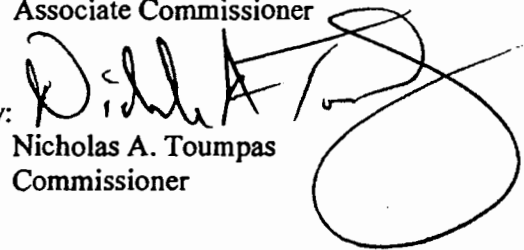
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

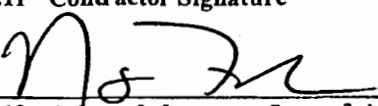
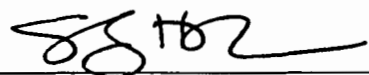
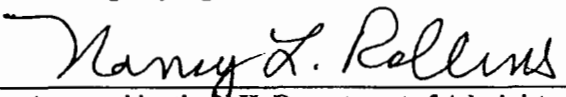
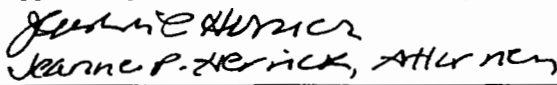
Subject: NH Strategic Prevention Framework Partnership for Success II

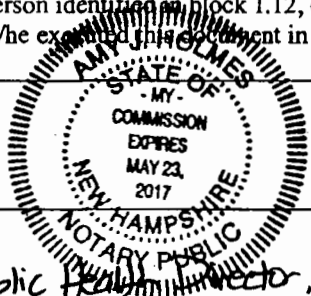
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name North Country Health Consortium		1.4 Contractor Address 262 Cottage Street Suite 230 Littleton, NH 03561	
1.5 Contractor Phone Number 603-259-3700 x223	1.6 Account Number 05-95-49-491510-2988	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$283,686.88
1.9 Contracting Officer for State Agency Jessica Blais, Chief of Prevention and Education Services		1.10 State Agency Telephone Number (603) 271-6112	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nancy Frank, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>6/5/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Amy Holmes, Community and Public Health Director, North Country Health Consortium			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy Rollins Assoc Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>7 JUN. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

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



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the
Student Assistance Program**

This 3rd Amendment to the Student Assistance Program formally known as the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment Three") 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 Portsmouth School District, (hereinafter referred to as "the Contractor"), with a place of business at 1 Junkins Avenue, Suite 402, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 14, 2013, Item #43, and amended June 24, 2015, Item #18, 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 \$515,000.
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.


Date: 8/16/16



**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

8/22/16
Date

[Signature]
Name: Katja S. Fox
Title: Director

Portsmouth School District

8/16/16
Date

[Signature]
Name: Steve Endravec
Title: Superintendent

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on 8/16/16, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace
LISA SANTOMANGO
NOTARY PUBLIC
State of New Hampshire
Name and Title of Notary for Justice of the Peace
~~My Commission Expires November 6, 2016~~

My Commission Expires: _____

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

9/7/2016
Date

Nancy J. Smith
Name: *Nancy Smith*
Title: *Ser. Asst. Atty General*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. 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 Portsmouth High School, Greenland and Portsmouth Middle 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



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.


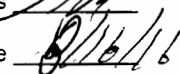
2.7. Enhance services through media and marketing.

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.

7. Match Requirements

- 7.1. The Contractor shall provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of



25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.

- 7.1.1. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
- 7.1.2. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
- 7.1.3. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions. More information may be found at: <http://education.nh.gov/data/attendance.htm>
- 7.1.4. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
- 7.1.5. The applicant cannot use other federal funds as a match.

[Handwritten Signature]
8/16/16



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.

[Handwritten Signature]
8/16/16

CERTIFICATE OF VOTE
(Corporation without Seal)

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

- I am a duly elected ^{official} ~~Clerk~~ of the Portsmouth School Board.
(Corporation Name)
- The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 8/9/16:
(Date)

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

Student Assistance Program services.

RESOLVED: That the Stephen Zadravec, Superintendent of Portsmouth School District
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of September, 2016.
(Date Contract Signed)

4. Stephen Zadravec is the duly elected
Superintendent of Schools
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

[Signature]
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 7th day of September, 2016.

By George Shea
(Name of Clerk of the Corporation)

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

(NOTARY SEAL)

LISA SANTOMANGO
Commission Expires: **NOTARY PUBLIC**
State of New Hampshire
My Commission Expires
November 6, 2018

CERTIFICATE OF COVERAGE

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

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

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

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

<i>Participating Member:</i>	<i>Member Number:</i>	<i>Company Affording Coverage:</i>
Portsmouth School District SAU #52 1 Junkins Avenue Suite 402 Portsmouth, NH 03801	950	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Category	Effective Date	Expiration Date	Limit	Other
<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: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Date: 8/17/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Board of Directors 2016-2017

Steven Zadavec, Superintendent of Schools

George Shea, Assistant Superintendent of Schools

Laura Burbine, Wellness Coordinator

Marci Blanchette, Student Assistance Counselor

Mary Lyons, Portsmouth high School Principal

Phil Davis, Portsmouth Middle School Principal

Marci P. Blanchette

Objective

To provide drug and alcohol intervention, prevention, and treatment to adolescents in the high school setting.

Qualifications

Licensed Clinical Mental Health Counselor (LCMHC). Certified Prevention Specialist (CPS), Tom Fox Award recipient, Student Assistance Counselor for 8 years. Implemented age appropriate groups dealing specifically with emotion regulation, social and academic skills development issues, familial issues, depression, impulse control, body image, anger management, and drug and alcohol prevention. Attended various trainings specifically related to ethics, self-care, emergency response and preparedness, DBT, PTSD, and co-occurring disorders.

Professional Experience

Student Assistance Counselor and Clinician

Child and Family Services

2005-2016

Portsmouth High School

Portsmouth, NH

- + Designed Student Assistance program specifically related to the needs of Portsmouth high school
- + Member of the Community Coalition for Strategic Prevention Framework region
- + Provided assessment and individual counseling to over 600 students with issues related to academics, interpersonal conflicts, familial issues, and drug and alcohol prevention/intervention
- + Facilitated groups dealing specifically with adjustment issues, peer pressure, body image, and conflict resolution
- + Conducted classroom presentations on issues related to the dangers of drug use.
- + Attended several trainings concentrating on adolescent brain development
- + Facilitated parent/teacher mediation
- + Coordinated and facilitated skills groups focusing on social and academic skills development, emotion regulation, and interpersonal effectiveness.
- + Attended numerous staff meetings and trainings specifically related to agency initiatives.
- + Single handedly developed a week long activities fair during Red Ribbon Week for the whole student body
- + Attended weekly clinical supervision

Chase Home

2007-2012

Group Facilitator

Portsmouth, NH

- + Facilitated eight week group sessions utilizing New Hampshire trails Independent living curriculum
- + Attended staff meetings for service collaboration

Addiction Studies Instructor

2008-2009

Robert Lister Academy

Portsmouth, NH

- + Developed sixteen week addiction studies curriculum
- + Attended open house sessions
- + Initiated regular parent contacts regarding student progress
- + Identified students strengths and weaknesses
- + Aided in student future planning

Psychotherapist/Case Manager

2001-2005

Seacoast Mental Health

Exeter, NH

- + Provided assessment, individual psychotherapy, and training to community support program (CSP) clients.
- + Developed and implement individualized treatment plans to address activities of daily living, interpersonal issues, adaptation to change, concentration, task performance and pace.
- + Maintain thorough up-to-date clinical documentation for state funded services.
- + Co-facilitated Dialectical B_ehavior Therapy (DBT) group.
- + Manage caseload of thirty persistently and chronically mentally ill consumers.

Supervisor, Youth Reach Specialist

1998-2008

Odyssey House

Hampton, NH

- + Specialized in teaching students various skills including, Distress Tolerance, Crisis Intervention, Organizational Techniques, Effective Communication and Parenting skills
- + Provided therapeutic guidance to a group of thirty "at risk" students
- + Facilitated groups addressing various issues related specifically to behavior modification
- + Assessed and intervened in crisis situations and medical emergencies
- + Provided individual psychotherapy to students in need of services

Guidance Counselor (Internship)

2001

Greenland Central School

Greenland, NH

- + Provided individual counseling to a wide variety of middle school students, e.g., learning disabled, athletes, and gifted learners while fulfilling an internship.
- + Facilitated groups for students addressing various issues including depression, impulse control, anger management, drug and alcohol abuse, and low self-esteem.
- + Coordinated consultations with parents, faculty, and paraprofessionals.

Youth Advisor

1999-2000

Rockingham Community Action

Portsmouth, NH

- + Worked as counselor for county-wide initiative for "at risk" adolescents.
- + Developed goals to address homelessness, unemployment and social issues.
- + Coordinated with community agencies, including Health and Human Services, local welfare offices and adult education programs.
- + Proposed challenges to youth for growth opportunities.
- + Demonstrated communication techniques to promote candid exchange.
- + Developed support system through consistent case management.

Training

Ethics
Crisis Management
Dialectical Behavior therapy (DBI)
Reconnecting Youth
Frameworks Suicide Prevention
Prime for Life
NH Trails
Parenting Plus
Project Success

License / Certifications

Licensed Clinical Mental Health Counselor (LCMHC)
Master Licensed Alcohol and Drug Counselor (Pending) (MLADC)
NH Certified Guidance Counselor
Certified Prevention Specialist (CPS)
Prime for Life Certification
Reconnecting Youth Certification
Project Success Certification

Education

Master of Arts Degree: Counseling, University of New Hampshire
Bachelor of Science: Psychology, Plymouth State University
Associate of Science: Childhood Development, Plymouth State University

Laura Burbine, MEd



Candidate Profile

- Prevention focused, resourceful and creative health educator with demonstrated success in school and community based wellness promotion program development, instruction and evaluation.
- Exceptional advocate for promoting wellness and disease prevention to individuals, groups and communities.
- Strong interpersonal skills with successful experience building community partnerships to support and enhance health outcomes for youth, adults and communities.
- Solid understanding of the health risks facing students and experience using research based strategies to support positive health outcomes.

Professional Experience

2013-present Wellness Coordinator - Portsmouth School Department

2004-2008 Health Promotion and Education Consultant Portsmouth, NH

Contract with Media Power Youth (www.mediapoweryouth.org), Manchester, NH.

- Designed evidence-based, comprehensive classroom curricula on media literacy's core concepts applied to health promotion and disease prevention including teacher training and support. The upper elementary curriculum has been piloted, evaluated and implemented district wide in Manchester, NH. It has demonstrated positive outcomes in an evaluation by Center on Media and Child Health (Children's Hospital Boston, Harvard School of Public Health and Harvard Medical School), published in the *Journal of Children and Media* in 2012. Developed curriculum in media and food choices and trained faculty.
- Collaborated with Statewide ATOD Prevention Coalitions to bring innovative substance use and abuse prevention training to adolescents throughout New Hampshire. Using the foundation concepts of media literacy students learned to create positive media (anti-substance use) videos which were then distributed throughout New Hampshire through a variety of mediums, including social media.

Contract with New Hampshire Celebrates Wellness, Concord, NH.

- Developed and marketed statewide business/worksites wellness programs. Responsible for training, support and evaluation of programs. Programs reached 25 worksites with over 1000 participants.

2001-2004 Child Health Services / Media Power Youth Manchester, NH

Media Power Youth (MPY) Education and Training Manager

- Designed evidence based, health focused media literacy education for youth, parents and professionals addressing consumerism, bullying, violence, obesity, sexual health, body image and substance abuse.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Portsmouth School Department

Name of Contract: Student Assistance Program

BUDGET PERIOD:				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Marci Blanchette	Student Assistance Counselor	\$47,041	75.00%	\$35,280.75
Laura Burbine	Wellness Coordinator	\$55,565	75.00%	\$41,673.75
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$76,954.50

BUDGET PERIOD:				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Marci Blanchette	Student Assistance Counselor	\$47,980	75.00%	\$35,985.00
Laura Burbine	Wellness Coordinator	\$56,680	75.00%	\$42,510.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$78,495.00

18 ✓



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

Nicholas A. Toumpas
Commissioner

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

Kathleen A. Dunn
Associate Commissioner

G&C APPROVED
Date: 6/24/15
Item # 18

June 9, 2015

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

Sole Source

REQUESTED ACTION

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

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

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

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

Please Attached Financial Details

EXPLANATION

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

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

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

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

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

These vendors were selected through a competitive bid process.

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

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

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

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

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

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

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

Respectfully submitted,



KAD
Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



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

This first Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated May 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Portsmouth School District (hereinafter referred to as "the Contractor"), with a place of business at 1 Junkins Avenue Suite 402, Portsmouth, NH, 03801.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on August 14, 2013, (Item # 43) (hereinafter referred to as "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

WHEREAS, the State and the Department agree to adjust line item amounts within the State Fiscal Year 2015 Budget, and to extend the completion date by fifteen months and increase the price limitation for State Fiscal Years 2016 and 2017.

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$380,000.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency, to read:

Eric Borrin, Director Contracts and Procurement.

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



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

6. Delete in its entirety, Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Delete in its entirety, Exhibit B, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Delete in its entirety, Exhibit B-1 for the Budget Period SFY July 1, 2014 to June 30, 2015 and replace with Exhibit B-1 Amendment #1 for the Budget Period July 1, 2014 to June 30, 2015.
9. Add Exhibit B-2 and Exhibit B-3
10. Delete in its entirety Standard Exhibit C, Special Provisions, and replace with Exhibit C, Special Provisions.
11. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to September 30, 2016.
12. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to September 30, 2016.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
14. Delete in its entirety Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I Amendment #1, Health Insurance Portability Act Business Associate Agreement.



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

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

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

State of New Hampshire
Department of Health and Human Services

6/5/15
Date

Kathleen Dunn
Kathleen A. Dunn, MPH
Associate Commissioner

Portsmouth School District

6/3/15
Date

Edw. McDonough
NAME Edw. McDonough
TITLE Superintendent of Schools

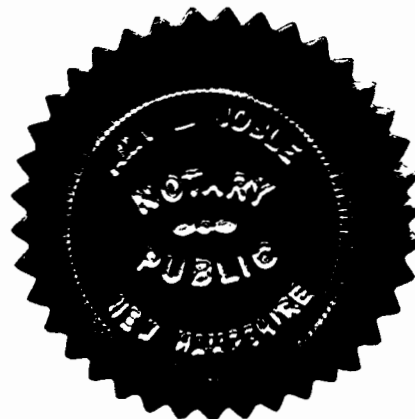
Acknowledgement:

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

Signature of Notary Public or Justice of the Peace

AMY L. NOBLE
Notary Public - New Hampshire
My Commission Expires September 17, 2019

Name and Title of Notary or Justice of the Peace





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

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

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date

[Signature]
Name: Myron D. Fogel
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.
 - ii) The contractor shall enhance these services by providing a wellness coordinator, at .80 FTE.
 - 2) Individual Screening using and Evidence Based Screening Tool
 - i) The contractor shall ensure the GAIN- SS (Global Appraisal of Individual Needs – Short Screen) shall be utilized to screen all referred students. Other evidence based screening tools may be substituted with the permission of the contract manager.
 - 3) Referral as indicated by screening
 - i) The contractor shall ensure students shall be referred to the appropriate community provider as indicated by the individual screening. The contractor shall work with the schools to maintain/develop a protocol for referrals to the appropriate provider by the end of year one.
 - 4) Individual and group support sessions
 - i) The contractor shall conduct Individual Support Sessions with the purpose of crisis intervention or to motivate students to participate in the Project Success groups.
 - ii) The contractor shall conduct Group Support Sessions based on a Project Success social learning model, with the general purpose of the group support sessions being to help students identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use, focus on the personal consequences of use, teach and provide opportunities to practice resistance and coping skills, and identify barriers to using the skills or adopting healthy attitudes. There are ten different groups that make up the groups of the Project Success program: Newcomers Group, Senior Group, Alcohol and Other Drug Assessment Education Group, Sibling Group, Non-Users Group, Children Of Substance Abusing Parents (COSAP) Group, Parents, Peers, and Partying Group, Abuser Group, Abuser/COSAP Group, and Recovery Group. During the first session of these groups, confidentiality and boundaries are also addressed so it is clear to students what confidentiality guidelines are in place.
 - iii) Both the Newcomers Group and the COSAP Group shall begin in year one of the grant at all three schools, with recruitment and facilitation of the other eight groups beginning in year two.
 - 5) Provide Parent Education
 - i) The contractor shall provide parent education about prescription drug use and underage drinking and binge drinking. Topics shall include developmental information (being a teen), information about how youth access substances, and how perception of parental disapproval impacts use. The contractor can enhance these services through the parent education services already being offered at the school and local level.
 - 6) Provide student education during transitional years
 - i) The contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grade). Education sessions must include topics including but not limited to: being and adolescent, alcohol, tobacco and other drug information, Family Dynamics and pressures, and skills for coping with stress and life pressure. The selection of an evidence based educational curriculum, such as Project Alert, may assist the schools in meeting this requirement.
 - 7) School and community based environmental strategies.
 - i) The contractor shall conduct a minimum of three school/community centered environmental strategies each year of funding. The contractor may utilize existing groups and programs to enhance and meet this requirement.



**New Hampshire Department of Health and Human Services
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- 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:



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



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

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

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

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

Contractor Initials JH
Date 6/3/15



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

EA
6/3/14



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

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


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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis


6/3/15



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

[Handwritten Signature]
6/3/15



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

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

July 29, 2013

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

G&C Approved

Date 8-14-13

Item # 43

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to enter into an agreement with the Portsmouth School District, Portsmouth, NH (Vendor #177463) in the amount of \$280,000 to provide Evidence Based Student Assistance Programing, effective August 14, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015

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

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

Fiscal Year	Class/Object	Class Title	Total Amount
SFY 2013	102-500734	Contracts for Prog Svc	\$155,000.00
SFY 2014	102-500734	Contracts for Prog Svc	\$125,000.00
		TOTAL	\$280,000.00

EXPLANATION

The requested action seeks approval of the fifth of five (5) agreements and represents \$280,000 of the \$1,069,534.69 total anticipated to be spent state-wide to provide Evidence Based Student Assistance Services that will reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. Governor and Council previously approved the four (4) other contracts on June 19, 2013 (Item #136A).

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

July 29, 2013

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

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

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

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

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

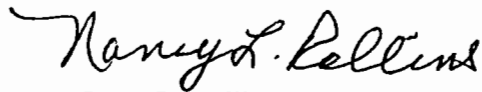
Area served: Middle School Students, High School Students and the communities served by the Portsmouth School District.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 29, 2013
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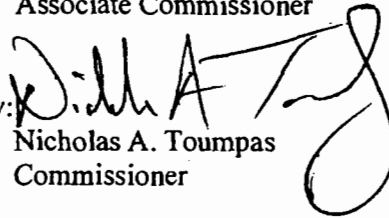
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner


Subject: NH Strategic Prevention Framework Partnership for Success II

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Portsmouth School District		1.4 Contractor Address 1 Junkins Avenue Suite 402 Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-5080	1.6 Account Number 05-95-49-491510-2988	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$280,000.00
1.9 Contracting Officer for State Agency Jessica Blais, Chief of Prevention and Education Services		1.10 State Agency Telephone Number (603) 271-6112	
1.11 Contractor Signature <i>Ed McDonough</i>		1.12 Name and Title of Contractor Signatory <i>Edward McDonough, Superintendent, SAU 52</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>6/4/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace LISA M. SANTOMANGO NOTARY PUBLIC State of New Hampshire My Commission Expires December 18, 2013			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory <i>NANCY L. ROLLINS</i> <i>Dept. of Health & Human Services</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Herrick, Attorney</i> On: <i>18 Jun. 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the
Student Assistance Program**

This 3rd Amendment to the Student Assistance Program formally known as the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment Three") 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 Sanborn Regional School District, (hereinafter referred to as "the Contractor"), with a place of business at 178 Main Street, Kingston, NH 03848.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2014, Item #23, and amended June 24, 2015, Item #18, 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 \$335,000.
4. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
5. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.



**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

8/22/16
Date

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

Sanborn Regional School District

8-18-16
Date

[Signature]
Name:
Title: Superintendent

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on 8-18-16, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Kimberly Conley, Notary
Name and Title of Notary or Justice of the Peace

KIMBERLY M. CONLEY, Notary Public
My Commission Expires March 20, 2018

My Commission Expires: _____

**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 7/4/14

Name: Megan A. Lippin
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 Sanborn Regional High School, and towns within the school district.

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

Handwritten initials in black ink, possibly 'SJO', written over a horizontal line.

Handwritten date '8/18/16' in black ink, written over a horizontal line.



Exhibit A Amendment #1

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.

Handwritten initials of the contractor, appearing to be "JG".

8/18/16



- 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.

7. Match Requirements

- 7.1. The Contractor shall provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of

B/B

8/15/16



Exhibit A Amendment #1

25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.

- 7.1.1. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
- 7.1.2. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
- 7.1.3. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions. More information may be found at: <http://education.nh.gov/data/attendance.htm>
- 7.1.4. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
- 7.1.5. The applicant cannot use other federal funds as a match.

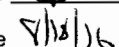


Method and Conditions Precedent to Payment

1. The State shall pay the Contractor \$48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.959, 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.





CERTIFICATE OF VOTE

I, Corey A. Masson, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

- 1. I am a duly elected Officer of Sanborn Regional School District
(Agency Name)
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 3, 2015
(Date)

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

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 3 day of June, 2015. August 19, 2016. (CAH)
(Date Contract Signed)

4. Dr. Brian J. Blake Is the duly appointed Superintendent
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of Clerk of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of New Hampshire Rockingham

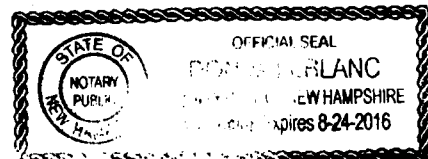
The forgoing instrument was acknowledged before me this 19th day of August, 2016.

By [Signature]
(Name of the Elected Officer of the Agency)

Donna LeBlanc
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/24/16





CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Sanborn Regional School District SAU #17 Room 346 17 Danville Road Kingston, NH 03848	Member Number: 934	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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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 checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2016	7/1/2017	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2016	7/1/2017	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Department of Health & Human Services 129 Pleasant St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 8/18/2016 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Sanborn Regional School Board Members

- 1. Corey Masson, Chair**
Term Expires: 2019
- 2. Jan Bennett**
Term Expires: 2017
- 3. Peter Broderick**
Term Expires: 2019
- 4. Pamela Brown**
Term Expires: 2018
- 5. Roberto Miller, Vice Chair**
Term Expires: 2017
- 6. Nancy Ross**
Term Expires: 2017
- 7. Sheila Pierce**
Term Expires: 2017

Professional Resume

Objective

To be a high school principal

Education

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

University of Massachusetts, Lowell MA

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

BA in Pure Mathematics (May 2001)

BS in Secondary Mathematics Education (May 2001)

Boston University, Boston MA

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

Employment

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

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

Contact Information

Employment
(Continued)

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

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

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

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

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

**Employment
(Continued)**

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

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

**Certification
and licensure**

Teaching: Math 9-12 Professional

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

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

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

**Membership in
Professional
Organizations**

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

MICHELLE CATENA

RELEVANT EXPERIENCE AND SKILLS

SPECIFIC GUIDANCE RESPONSIBILITIES

Guidance Director

July 2008 – Present

Guidance Counselor

August 2002 – June 2008

Sanborn Regional High School, Kingston, NH

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

Guidance Counselor

August 2000 - June 2002

Saint Clement High School, Somerville, MA

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

Guidance Counselor

April 1999 - June 1999

Marsh Grammar School, Methuen, MA

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

Guidance Counselor Intern

Sept. 1998 - April 1999

Methuen High School, Methuen, MA

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

GENERAL GUIDANCE RESPONSIBILITIES (PAST AND PRESENT)

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

MICHELLE CATENA

EDUCATION

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

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

OTHER EXPERIENCE AND SKILLS

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

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

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

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

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

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

*Via Franklin Pierce Temporaries

Amanda Fuller, MSW

Education

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

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

Related Experience

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

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

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

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

Secretary, July 2011- May 2012

Haverhill Community Violence Coalition

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

BSW Intern, March 2011-May 2011

Portsmouth High School Student Assistance Provider, Portsmouth, New Hampshire

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

BSW Intern, September 2010-March 2011

The Community Diversion Program, Greenland, New Hampshire

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

Social Work Practice Teacher Assistant, September 2010-December 2010

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

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

**Licenses and
Certifications**

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: SANBORN REGIONAL SCHOOL DISTRICT

Name of Program: Student Assistance Program

BUDGET PERIOD: SFY 17				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Brian Stack	Principal	\$105,663	0.00%	\$0.00
Michelle Catena	Guidance Director	\$82,793	0.00%	\$0.00
Amanda Fuller	Outreach Clinician	\$44,160	100.00%	\$44,160.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$44,160.00

BUDGET PERIOD: SFY 18 (3 months - Jul-Sep 2017)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Brian Stack	Principal	\$26,416	0.00%	\$0.00
Michelle Catena	Guidance Director	\$20,698	0.00%	\$0.00
Amanda Fuller	Outreach Clinician	\$11,040	100.00%	\$11,040.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$11,040.00

18 ✓



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: 6/24/15
Item # 18

June 9, 2015

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

Sole Source

REQUESTED ACTION

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

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

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

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

Please Attached Financial Details

EXPLANATION

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

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

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

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

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

These vendors were selected through a competitive bid process.

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

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

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

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

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

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

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

Respectfully submitted,



KAD
Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2014, (Item # 23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$200,000.
3. Amend Exhibit A Scope of Services to delete Sub section 2.14 and replace with:
 - 2.14. The Contractor shall work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of the 2015 Youth Risk Behavior Survey data.

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



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

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

State of New Hampshire
Department of Health and Human Services

6/4/15
Date

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

Sanborn Regional School District

June 3, 2015
Date

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

Acknowledgement:

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

Donna LeBlanc
Signature of Notary Public or Justice of the Peace



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

My Commission Expires: 8/24/16

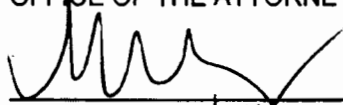


**New Hampshire Department of Health and Human Services
Sanborn Regional School District**

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

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date


Name: William D. Kelly
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

ES

4V
23



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

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C APPROVED
Date: 12/3/14
Item # 23

October 16, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services to enter into agreements with the vendors listed in the table below, for the provision of Student Assistance Program services that address underage drinking and prescription drug misuse and abuse to high need populations in an amount not to exceed \$400,000, effective upon Governor and Executive Council approval through June 30, 2015. *100% Federal Funds*

Vendor	Vendor Number	Location	Amount
SAU #09 – Conway School District	159846-B001	North Conway	\$100,000
SAU #43 Newport School District	159924-B001	Newport	\$60,000
North Country Health Consortium	158557-B001	Littleton	\$99,840
Sanborn Regional School District	154453-B001	Kingston	\$100,000
Second Start	177224-B002	Concord	\$40,160
		Total:	\$400,000

Funds are available in the following accounts for State Fiscal Year 2015.

05-095-049-491510-29880000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS,
PREVENTION SERVICES

State Fiscal Year	Account	Class Title	Activity Code	Amount
2015	102-500731	Contracts for program services	49153338	\$400,000
			Total:	\$400,000

EXPLANATION

This request represents five (5) contracts for Student Assistance Program services and represents \$400,000 available in funding. The Department consolidated these contracts in an effort to reduce administrative costs and the number of individual submissions to the Governor and Executive Council for review.

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

The vendors will establish Student Assistance Program services within their area schools that address underage drinking among individuals aged twelve (12) to twenty (20) as well as prescription drug misuse and abuse among individuals aged twelve (12) to twenty-five (25) by providing direct services to students that include conducting individual and group support sessions for the purposes of crises intervention and student motivation. The vendors will work with students and school staff to present evidence based curriculum such as Project Alert, during the sixth and ninth grade transitional years. Project Alert curriculum includes information regarding adolescent alcohol, tobacco, and drug use; family dynamics and pressures; and skills for coping with stress and life pressure. The vendors will also conduct a minimum of three (3) school/community centered environmental strategies that have a broad reach within the school and community with a focus on alcohol and other drug prevention messaging, which may include utilizing existing groups and programs. Additionally, the vendors will build upon parent education services currently offered at the school and local level.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to collect data used for continuous quality improvement. Through the Student Assistance Program, the each vendor will conduct an all school Youth Risk Behavior survey and work with the Department and the NH Center for Excellence to release survey results on a community level.

The Department published a Request for Applications (RFA #15-DHHS-DCBCS-BDAS-03) on the Departments website from July 24, 2014 until August 15, 2014. Five applications were received and subsequently accepted for funding.

The attached contracts call for the provision of these services for eight (8) and one half (1/2) months and reserves the Division's right to renew the agreement for an additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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

Area served: Statewide

Source of funds: 100% Federal Funds Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration Federal Award Identification Number (FAIN) #3U79SP019425.

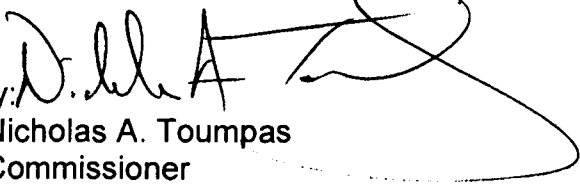
In the event federal funds become no longer available, general funds will not be requested to support this request.

Respectfully submitted,



Sheri L. Rockburn
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

RFA 15-DHHS-DCBCS-BDAS-03
Student Assistance Program
Application Review
August 18, 2014

Applicant	Select	Non Select
SAU # 09 – Conway School District	X	
SAU # 43 – Newport School District	X	
North Country Health Consortium	X	
Sanborn Regional School District	X	
Second Start	X	

Review Committee

Name	Title
Jill Burke	Chief of Prevention and Education Services
Valerie Morgan	BDAS Administrator


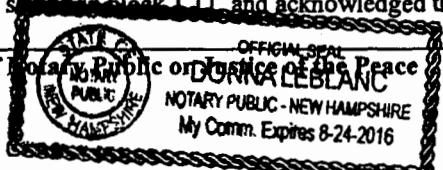
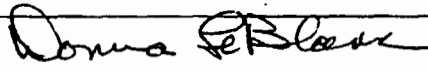
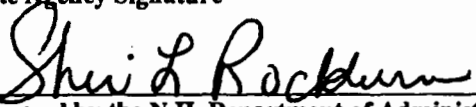
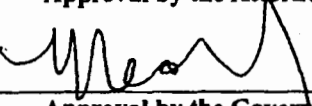
Subject: Student Assistance Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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



Scope of Services

1. Provisions Applicable to All Services

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

2. Services to Be Provided

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

Contractor Initials: 

Date: 10/8/14

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



Exhibit A

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

Contractor Initials: 

Date: 10/8/14

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



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

Contractor Initials: 

Date: 10/8/14



Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor \$48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services shall be on a cost reimbursement basis for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
 - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 4.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

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

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SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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

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10/8/14

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

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

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the
Student Assistance Program**

This 3rd Amendment to the Student Assistance Program formally known as the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment Three") 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 School Administrative Unit #9 - Conway, (hereinafter referred to as "the Contractor"), with a place of business at 176A Main Street, Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2014, Item #23, and amended June 24, 2015, Item #18, 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 \$380,000.
4. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
5. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.

MR

8/12/16

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

8/22/16
Date

[Signature]
Name: Katja S. Fox
Title: Director

School Administrative Unit #9 - Conway

8/12/16
Date

MR: KEVIN RICHARD
Name:
Title: SUPERINTENDENT, SAU 9

Acknowledgement of Contractor's signature:

State of New Hampshire County of Carroll on Aug. 12, 2016 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

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

My Commission Expires: SHARON WEBSTER QUINT, Notary Public
My Commission Expires August 5, 2020

**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

9/4/14
Date

[Signature]
Name:
Title: Megan A. Yelle
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 Kennett 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

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8/12/16



- 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.

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8/12/16



- 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.

NR

8/12/16



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.

NR

8/12/16

CERTIFICATE OF VOTE
(Corporation without Seal)

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

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

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 9-22-14:
(Date)

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

Student Assistance Program services.

RESOLVED: That the Superintendent
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12th day of August, 2016.
(Date Contract Signed)

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

of the Corporation.

Janine McLauchlan
(Signature of Clerk of the Corporation)
elected officer

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 12th day of August, 2016.

By Janine McLauchlan
(Name of Clerk of the Corporation)

Jane A. DiFruscio
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: **JANE A. DIFRUSCIO**
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
January 14, 2020



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> SAU 9 Office 176A Main Street Conway, NH 03818	<i>Member Number:</i>	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	-----------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) 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 checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2016	7/1/2017	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> Statutory Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2016	7/1/2017	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Health & Human Services 129 Pleasant St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 8/12/2016 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Conway School Board Members

Janine McLauchlan, Chairperson

Joe Lentini, Vice-chair

Cynthia (Syndi) White, Committee Member

John Skelton, Committee Member

Mark Hounsell, Committee Member

Michelle Capozzoli, Committee Member

Randy Davison, Committee Member

RACHELLE S COX

SAU #9, Conway School District North Conway, NH 03860 | 603.356.4343 | r_cox@sau9.org

Summary

I am a motivated, enthusiastic Administrator with 5+ years' experience fostering a cohesive student learning atmosphere. I am a team player, organized, creative, flexible, attention to details and have the ability to take a vision and put it into action.

Achievements

Successful Grant Writing examples SAP Grant, 2 years \$200,000.00, NH Charitable Foundation Grant, \$20,000. Adult High School Grant \$45,000. a year, Transition Grant \$5000. a year. NH Next Steps Grant, Pepsi Community Grant \$3000. Technology Grant \$7500. Building Community Relationships and Partnerships, Organized the NH Dropout Prevention Video and a active facilitator to keeping Kennett High School dropout rate to below 1%.

Professional Experience

Administrator - Director of Eagle Academy/Student Advocate **01/2010 to 01/2016**
Eagle Academy, Kennett High School **North Conway, NH.**

A member of the Administration Team and Leadership Team to oversees the operations of the building.

Responsible for the following: Hiring and letting go of staff, evaluations, community relations, JAG program, SAP

- program, tutoring services, tracking court/juveniles involved, HiSET, truancy officer, ELO coordinator and the Director of Eagle Academy which is an Adult High School diploma program that has graduated 250 students with their high school diplomas.

Special Education Teacher **01/2007 to 01/2010**
NFI - North Country Shelter **Jefferson, NH**

A shelter for court-ordered youth 5th -12th grade.

The Program offers assessment, counseling, education, and residential services.

- I am responsible for advocating and creating an education plan while a student is in placement that will put them
- back track to succeed when they return back home.
- The school day runs from 9 am - 3:30 pm.

Teacher **01/2006 to 01/2007**
Ombudsman/NCCA **Lancaster, NH**

Para-professional **01/2004 to 01/2006**
Mildred C. Lakeway Elementary **Littleton, NH.**

Education and Training

Masters of Education

Plymouth State University

Coursework in Education Administration

Advanced Certificate Principal - May 2016

Masters of Education - Elementary Education K-8 May 2010

General Special Education Certification K-12 May 2005

License #77131

Bachelor of Science: Education

Granite State College

Early Childhood Education - May 2004

Associate of Science

University of Maine - Machias

Recreation Management - May 1993

Kevin Richard

SAU 9, 176 A Main St. Conway, NH | 603-447-8368 | krichard@sau9.org

Objective

- Superintendent of SAU 9.

Education

CAGS | MAY 2016 | PLYMOUTH STATE UNIVERSITY

- Superintendent Certification (0001)

MASTERS IN EDUCATION | MAY 2002 | PLYMOUTH STATE UNIVERSITY

- Major: Education Administration and Supervision k-12 Certification
- Principal (0003) & Vocational Director (0053)

BACHELOR OF SCIENCE | MAY 1990 | KEENE STATE COLLEGE

- Major: Education
- Certification in Technology Education (1000) & Vocational Drafting (1713)

Experience

SUPERINTENDENT | SAU 9 | 2015-PRESENT

- This is the place for a brief summary of your key responsibilities and most stellar accomplishments.

ASSISTANT SUPERINTENDENT | SAU 9 | JANUARY 2014-JUNE 30, 2015

- Policy development, curriculum development, budget development, professional development.
- Implementation of "workshop model" instructional practice.
- Revised k-6 literacy to align with Calkins Units of Study
- Developed a weekly administrative plc with a focus on supervision and evaluation.

PRINCIPAL | KENNETT MIDDLE SCHOOL | 2004 -JUNE 30, 2014

- Sole administrator for grades 7 & 8 with a student population of 300 students.
- Duties include: evaluation of 33 teaching staff, 15 support staff, 6 custodians, as well as budget development, student discipline, personnel hiring, and scheduling.
- Facilitated an \$11 million dollar renovation of the middle school.

MWV CAREER AND TECHNICAL CENTER DIRECTOR | KENNETT HIGH SCHOOL | 2000-2004

- Administrator in charge of ten C & T programs.
- Duties include: evaluation of 25 staff members, budget development and implementation, coordination of adult education, grant writing and implementation.

TEACHER | KENNETT HIGH SCHOOL | 1990-2000

- Duties include teaching: architectural drafting, CADD, engineering technology, woodworking, and math

AWARDS & ACTIVITIES

- 2013 NHASP Middle School **Principal of the Year**
- 2007-08 School to Career **Respect Gets Respect Award**
- 2003-04 Vice President of NH Vocational Directors Organization
- Chief Negotiator for Conway Education Association
- Past advisor to Kennett Junior High Outing Club
- Kennett Alumni Association Teacher of the Year
- Three times named to Who's Who Among America's Teachers

REFERENCES Updated references provided upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: SAU9-Conway School District

Name of Contract: Student Assistance Program

BUDGET PERIOD: SFY 17				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Rachelle S. Cox	EA	\$60,000	0.00%	\$0.00
Kevin Richard	Superintendent	\$120,000	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Rachelle S. Cox	EA	\$60,000	0.00%	\$0.00
Kevin Richard	Superintendent	\$120,000	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

18 ✓



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

Nicholas A. Toumpas
Commissioner

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

Kathleen A. Dunn
Associate Commissioner

G&C APPROVED
Date: 6/24/15
Item #18

June 9, 2015

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

Sole Source

REQUESTED ACTION

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

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

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

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

Please Attached Financial Details

EXPLANATION

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

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

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

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

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

These vendors were selected through a competitive bid process.

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

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

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

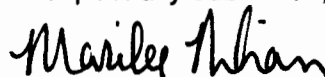
- o Maintain 1 FTE Student Assistance Counselor per 1,000 students (prorated for schools with smaller populations).
- o Utilize an evidenced based screening tool for a minimum of 4 screenings within the 15 month period.
- o Ensure that the Student Assistance Counselor shall host a minimum of 4 group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

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

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

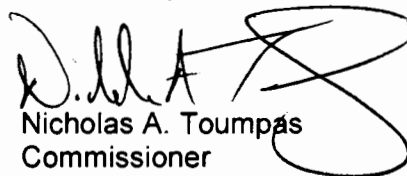
In the event Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2014, (Item # 23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$200,000.
3. Amend Exhibit A Scope of Services to delete Sub section 2.14 and replace with:
 - 2.14. The Contractor shall work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of the 2015 Youth Risk Behavior Survey data.

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

[Handwritten Signature]
6-1-15



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

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

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

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

School Administrative Unit #9 - Conway

6-1-15
Date

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

Acknowledgement:

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

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

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

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

Contractor Initials: EP
Date: 6-1-15

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



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

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date

[Signature]
Name: Megan A. [unclear]
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

Diane Langley
 Director

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6738 1-800-804-0909
 Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C APPROVED
 Date: 12/3/14
 Item # 23

October 16, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services to enter into agreements with the vendors listed in the table below, for the provision of Student Assistance Program services that address underage drinking and prescription drug misuse and abuse to high need populations in an amount not to exceed \$400,000, effective upon Governor and Executive Council approval through June 30, 2015. *100% Federal Funds*

Vendor	Vendor Number	Location	Amount
SAU #09 – Conway School District	159846-B001	North Conway	\$100,000
SAU #43 Newport School District	159924-B001	Newport	\$60,000
North Country Health Consortium	158557-B001	Littleton	\$99,840
Sanborn Regional School District	154453-B001	Kingston	\$100,000
Second Start	177224-B002	Concord	\$40,160
Total:			\$400,000

Funds are available in the following accounts for State Fiscal Year 2015.

**05-095-049-491510-29880000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS,
 PREVENTION SERVICES**

State Fiscal Year	Account	Class Title	Activity Code	Amount
2015	102-500731	Contracts for program services	49153338	\$400,000
Total:				\$400,000

EXPLANATION

This request represents five (5) contracts for Student Assistance Program services and represents \$400,000 available in funding. The Department consolidated these contracts in an effort to reduce administrative costs and the number of individual submissions to the Governor and Executive Council for review.

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

The vendors will establish Student Assistance Program services within their area schools that address underage drinking among individuals aged twelve (12) to twenty (20) as well as prescription drug misuse and abuse among individuals aged twelve (12) to twenty-five (25) by providing direct services to students that include conducting individual and group support sessions for the purposes of crises intervention and student motivation. The vendors will work with students and school staff to present evidence based curriculum such as Project Alert, during the sixth and ninth grade transitional years. Project Alert curriculum includes information regarding adolescent alcohol, tobacco, and drug use; family dynamics and pressures; and skills for coping with stress and life pressure. The vendors will also conduct a minimum of three (3) school/community centered environmental strategies that have a broad reach within the school and community with a focus on alcohol and other drug prevention messaging, which may include utilizing existing groups and programs. Additionally, the vendors will build upon parent education services currently offered at the school and local level.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to collect data used for continuous quality improvement. Through the Student Assistance Program, the each vendor will conduct an all school Youth Risk Behavior survey and work with the Department and the NH Center for Excellence to release survey results on a community level.

The Department published a Request for Applications (RFA #15-DHHS-DCBCS-BDAS-03) on the Departments website from July 24, 2014 until August 15, 2014. Five applications were received and subsequently accepted for funding.

The attached contracts call for the provision of these services for eight (8) and one half (1/2) months and reserves the Division's right to renew the agreement for an additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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

Area served: Statewide

Source of funds: 100% Federal Funds Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration Federal Award Identification Number (FAIN) #3U79SP019425.

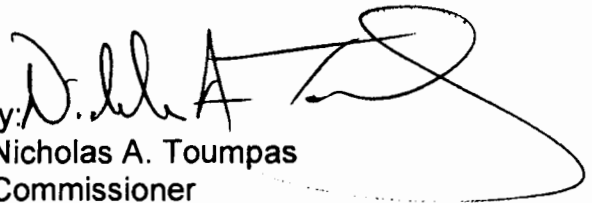
In the event federal funds become no longer available, general funds will not be requested to support this request.

Respectfully submitted,



Sheri L. Rockburn
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

RFA 15-DHHS-DCBCS-BDAS-03
Student Assistance Program
Application Review
August 18, 2014

Applicant	Select	Non Select
SAU # 09 – Conway School District	X	
SAU # 43 – Newport School District	X	
North Country Health Consortium	X	
Sanborn Regional School District	X	
Second Start	X	

Review Committee

Name	Title
Jill Burke	Chief of Prevention and Education Services
Valerie Morgan	BDAS Administrator

Subject: Student Assistance Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

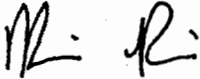
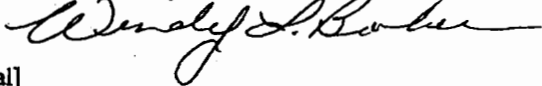
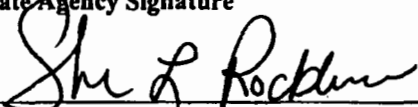
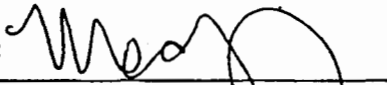
1.1 State Agency Name Department of Health & Human Services Division of Community Based Care Services		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Scool Administrative Unit #9 - Conway		1.4 Contractor Address 176A Main Street Conway NH 03818	
1.5 Contractor Phone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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Services to Be Provided

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



Exhibit A

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



Exhibit A

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



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor \$48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services shall be on a cost reimbursement basis for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
 - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 4.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

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

MR

9/17/14



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;

NR

9/17/14



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

PRC

9/22/14

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



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the
Student Assistance Program**

This 3rd Amendment to the Student Assistance Program formally known as the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment Three") 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 School Administrative Unit #43 - Newport, (hereinafter referred to as "the Contractor"), with a place of business at 9 Depot Street, Suite 2, Newport, NH 03773.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2014, Item #23, and amended June 24, 2015, Item #18, 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 \$228,000.
4. Delete Exhibit A in its entirety and replace with Exhibit A Amendment #1.
5. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.



**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

8/22/16
Date

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

School Administrative Unit #43 – Newport

8/18/16
Date

Cynthia Gallagher
Name: Cynthia Gallagher
Title: Superintendent

Acknowledgement of Contractor's signature:

State of NH, County of Sullivan on 8/18/16, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Sally Hooper
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: 5/23/17



**New Hampshire Department of Health and Human Services
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 9/4/16

Name: Megan A. Lavin
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 Newport 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 #1

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.

JS
8/10/16



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.

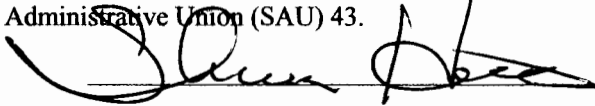
CERTIFICATE OF VOTE

I, Shannon Howe, the Newport School Board Chair, do hereby certify that:

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

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

- 3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 18th day of August, 2016.
- 4. Dr. Cynthia Gallagher is the duly appointed Superintendent of Schools of the Newport School District and Supervisory Administrative Union (SAU) 43.

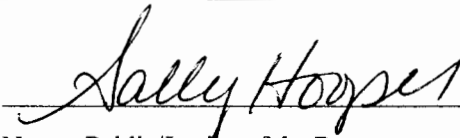


Shannon Howe, Newport School Chair

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 18th day of August, 2016.



Notary Public/Justice of the Peace

Commission Expires: 5-23-17



Bureau of Contracts & Procurement
Office of Business Operations
NH Department of Health and Human Services
129 Pleasant Street, Brown Building, Concord, NH 03301



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>
Newport School District SAU #43 247 North Main Street Newport, NH 03773	956	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)	Limit	NH Statutor. Limit	May Apply/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)		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> Statutory	\$2,000,000	
			Each Accident	\$2,000,000	
			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> Date: 8/18/2016 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
Bureau of Contracts and Procurement DHHS 129 Pleasant St Concord, NH 03301			

Newport School District
245 North Main Street, Newport NH 03773
Board of Directors
August 17, 2016

Shannon Howe, Chair

Linda K. Wadensten, Vice Chair

Virginia Irwin, Secretary

Ann Spencer

Timothy Renner

Professional Profile

Creative, enthusiastic educator with a passionate commitment to student development and innovative teaching approaches. Experience in creating and implementing highly engaging core unit projects that not only align to the *Common Core State Standards*, but are interactive and skill based assessments which require use of real world skills in a variety of contexts. Possess outstanding knowledge and understanding of current education initiatives and trends within curriculum, state mandates, and student learning styles.

Education and Certification

Attending:	Masters of Science in Education Southern New Hampshire University <u>Major:</u> Curriculum Development & Educational Leadership	Certification:	- NH Secondary English Education certification (2007, 2015) - ME Secondary English Education certification (2012)
2006	Bachelor of Arts Keene State College <u>Major:</u> English/Education <u>Minor:</u> Writing		

Education Experience

Teach a variety of courses within the English Curriculum both nationally and internationally focusing on development of skills in core competencies. In addition, use a diverse selection of teaching techniques to effectively differentiate instruction to student ability. Work continuously with faculty, counselors, administration and parents to discuss academic and behavioral attitudes and achievements. Advise faculty, community, and administration of the current educational trends and attainment of key benchmarks.

Newport School District, Newport, NH

July 2015- Present

Curriculum Director

o **Curriculum Director**

- Directs and coordinates teachers and administrators in developing schoolwide instructional goals, objectives, and assessment measures, and systems of monitoring the implementation of District and site staff development
- Conducts workshops, orientations, and a variety of staff development and training activities pertaining to best practice
- Develop and align K-12 curriculum competencies along with performance indicators
- Manage Title I, Title IIa, Title VI, and McKinney-Vento Federal grants

Bashu Secondary School- Chongqing, China

March 2015 - 2015

International Department

o **English Teacher/Expert in Field**

- Teach reading and critical writing skills to grade 10 and 11 Chinese students in preparation for American high schools and colleges
- Provide advisement on curriculum and teaching practices
- Model Western instruction for colleagues and administration

State Network of Educators

June 2013- 2015

Smarter Balanced Assessment Consortium

o **Independent Consultant**

- Create formative assessments for use in the Smarter Balanced Digital Library
- Validate and review formative assessments K-12 for placements in the Smarter Balanced Digital Library
- Complete training required on quality formative assessments
- Participate in conversations about the validation, materials, and implementation of the Smarter Balanced Digital Library

Noble High School- MSAD60, North Berwick, ME

September 2010- 2015

English Teacher/ Subject Area Coordinator

o **Subject Area Coordinator**

- Manage department of 20 teachers of various knowledge of curriculum and experience
- Head support for curriculum development and common performance assessments

"Patrice's extensive educational background makes her an invaluable resource for our building. She provides leadership and insight in our standards based grading efforts and has given district wide instruction on curriculum design"

-Kyle Keenan, Principal

Three words come to mind regarding your CCSS workshop presentation to the Board last night: wow, wow, wow!

Your preparation, succinct crisp language, excitement, energy, reflective practitioner persona, and so many more aspects of who you are and what you do came through last night. I walked to the parking lot with three Board members who could not stop talking about how impressed they were with you and the activity going on in our schools"

-Steve Connolly

Superintendent of Schools
MSAD60

"Your presentation was amazing! It's no wonder that people have been stopping you and wanting to talk-- you and the other 8th grade teachers truly inspired them and showed them how deep and powerful this work can be. It's such a gift"

*-Kate Gardoqui,
Director of Studies
MSAD6*

"By understanding what is important and practical in education, she focuses her time and energy around making her curriculum and teaching practices the best it can be for the students. Her ultimate focus is on the students and what is best for them, while keeping in mind educational goals for the students, the school, and the district"

*-Shelley Suttie, English
teacher MSAD60*

- Lead and facilitate validation protocols on all common performance assessments
- Oversee all budget and purchasing requests are appropriate to grade level and context
- **9th Grade Writing**
 - Collaborate with team members to create highly engaging and effective standards based units and assessments
 - Responsible for helping implement and create 9th grade ELA standards based curriculum
 - Teach a writing specific course that focuses on argumentation and the CCSS

- **8th Grade English Language Arts**
 - Work cooperatively with 8th grade ELA team to produce common assessments and experiences that align to scope and sequence
 - Collaborate with team members to create highly engaging and effective interdisciplinary units
 - Pilot standards based curriculum and grade book
 - Responsible for creating and implementing 8th grade Standards based curriculum.

Hillsboro-Deering High School, Hillsborough, NH

January 2010- July 2010

Long Term Substitute- Spring Semester

- **English 10- World Literature**
 - Teach a heterogeneous Sophomore English course with a comprehensive focus on World Literature.
- **English 11- American Literature**
 - Pilot Standards based grade book and assessments with coworker
 - Teach extensive span of American Literature including Native American Mythology through Harper Lee's *To Kill a Mockingbird*
- **Public Speaking**
 - Teach an English elective course on public speaking in which students will develop oral communication skills through a variety of written speeches and presentations.

Sanborn Regional High School- Kingston, NH

September 2006- July 2009

English Department

- **Freshman English**
 - Teach all levels of Freshmen English to run parallel to Freshmen Citizens in a Global Society course
 - Differentiate instruction to magnify student learning in heterogeneous class
- **Sophomore Literature and Composition/Junior Popular Lit.**
 - Teach college and career prep. students in conjunction with American History I/II
- **American Studies**
 - Teach honors level interdisciplinary English and History course
 - Work thematically to analyze literature as it relates to time period
 - Create interdisciplinary performance based assessments

Professional Development (Includes, but is not limited to:)

- MSAD 60 Leadership Team
- Facilitator Instruction and Training for PLG
- MSAD60 Understanding by Design Presenter
- District Standards Based Grading Team
- School Wide Rubric Committee
- District Literacy Committee

Experience in:

- Curriculum Development and Design
- Common Performance Assessments
- Differentiated Instruction & Student Centered Learning
- PACE Initiative

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: SAU 43- Newport Schol District

Name of Contract: Student Assistance Program

Patrice Glancey	Director of Curriculum	\$70,000	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

Patrice Glancey	Director of Curriculum	\$70,000	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			

18 ✓



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: 6/24/15
Item # 18

June 9, 2015

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

Sole Source

REQUESTED ACTION

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

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

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

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

Please Attached Financial Details

EXPLANATION

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

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

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

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

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

These vendors were selected through a competitive bid process.

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

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

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

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


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

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

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

Respectfully submitted,



 Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 3, 2014, (Item # 23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$120,000.
3. Amend Exhibit A Scope of Services to delete Sub section 2.14 and replace with:
 - 2.14. The Contractor shall work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of the 2015 Youth Risk Behavior Survey data.

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



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

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

State of New Hampshire
Department of Health and Human Services

Date 6/2/15

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

School Administrative Unit #43 - Newport

Date 6/1/15

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

Acknowledgement:

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

Sally Hooper
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: 5/23/17



Contractor Initials: CS
Date: 6/1/15

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



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/10/15

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

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



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23

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

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

G&C APPROVED
Date: 12/3/14
Item # 23

October 16, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services to enter into agreements with the vendors listed in the table below, for the provision of Student Assistance Program services that address underage drinking and prescription drug misuse and abuse to high need populations in an amount not to exceed \$400,000, effective upon Governor and Executive Council approval through June 30, 2015. *100% Federal Funds*

Vendor	Vendor Number	Location	Amount
SAU #09 – Conway School District	159846-B001	North Conway	\$100,000
SAU #43 Newport School District	159924-B001	Newport	\$60,000
North Country Health Consortium	158557-B001	Littleton	\$99,840
Sanborn Regional School District	154453-B001	Kingston	\$100,000
Second Start	177224-B002	Concord	\$40,160
Total:			\$400,000

Funds are available in the following accounts for State Fiscal Year 2015.

**05-095-049-491510-29880000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS,
PREVENTION SERVICES**

State Fiscal Year	Account	Class Title	Activity Code	Amount
2015	102-500731	Contracts for program services	49153338	\$400,000
Total:				\$400,000

EXPLANATION

This request represents five (5) contracts for Student Assistance Program services and represents \$400,000 available in funding. The Department consolidated these contracts in an effort to reduce administrative costs and the number of individual submissions to the Governor and Executive Council for review.

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

The vendors will establish Student Assistance Program services within their area schools that address underage drinking among individuals aged twelve (12) to twenty (20) as well as prescription drug misuse and abuse among individuals aged twelve (12) to twenty-five (25) by providing direct services to students that include conducting individual and group support sessions for the purposes of crises intervention and student motivation. The vendors will work with students and school staff to present evidence based curriculum such as Project Alert, during the sixth and ninth grade transitional years. Project Alert curriculum includes information regarding adolescent alcohol, tobacco, and drug use; family dynamics and pressures; and skills for coping with stress and life pressure. The vendors will also conduct a minimum of three (3) school/community centered environmental strategies that have a broad reach within the school and community with a focus on alcohol and other drug prevention messaging, which may include utilizing existing groups and programs. Additionally, the vendors will build upon parent education services currently offered at the school and local level.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to collect data used for continuous quality improvement. Through the Student Assistance Program, the each vendor will conduct an all school Youth Risk Behavior survey and work with the Department and the NH Center for Excellence to release survey results on a community level.

The Department published a Request for Applications (RFA #15-DHHS-DCBCS-BDAS-03) on the Departments website from July 24, 2014 until August 15, 2014. Five applications were received and subsequently accepted for funding.

The attached contracts call for the provision of these services for eight (8) and one half (1/2) months and reserves the Division's right to renew the agreement for an additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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

Area served: Statewide

Source of funds: 100% Federal Funds Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration Federal Award Identification Number (FAIN) #3U79SP019425.

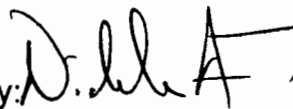
In the event federal funds become no longer available, general funds will not be requested to support this request.

Respectfully submitted,



Sheri L. Rockburn
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

RFA 15-DHHS-DCBCS-BDAS-03
Student Assistance Program
Application Review
August 18, 2014

Applicant	Select	Non Select
SAU # 09 – Conway School District	X	
SAU # 43 – Newport School District	X	
North Country Health Consortium	X	
Sanborn Regional School District	X	
Second Start	X	

Review Committee

Name	Title
Jill Burke	Chief of Prevention and Education Services
Valerie Morgan	BDAS Administrator

Subject: Student Assistance Program

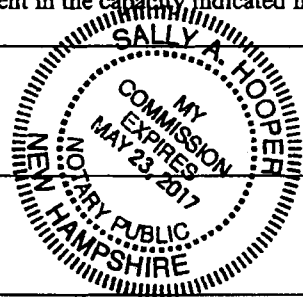
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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





Scope of Services

1. Provisions Applicable to All Services

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

2. Services to Be Provided

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



Exhibit A

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



Exhibit A

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



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, Federal Agency Department of Health and Human Services, Substance Abuse and Mental Health Services Administration in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor \$48.00 per hour in an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services shall be on a cost reimbursement basis for actual hours worked only.
4. The Contractor shall be available to provide services identified in Exhibit A, Scope of Services, as needed.
5. Payment for services shall be processed as follows:
 - 5.1 The Contractor shall submit monthly invoices for reimbursement of actual hours worked during the month, for a total of twelve (12) invoices per year. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 5.2 Invoices described in Exhibit B, Method and Condition Precedent to Payment, Section 4.1 and reports identified in Exhibit A, Scope of Services must be submitted to:

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

JR
Sept 17, 2019



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;

JE

Sept. 17, 2014



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

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

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



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

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

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

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

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

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

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



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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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


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

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



REVISIONS TO GENERAL PROVISIONS

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


Date Sept. 17, 2014



**State of New Hampshire
Department of Health and Human Services
Amendment #7 to the
Student Assistance Program**

This 7th Amendment to the Student Assistance Program formally known as the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment Seven") 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 Seacoast Youth Services, (hereinafter referred to as "the Contractor"), with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #135A, and amended June 18, 2014, Item #103, August 13, 2014 and April 6, 2015 by Attorney General approval, June 24, 2015, Item #18, October 7, 2015, Item #20, and April 28, 2016 by Departmental approval, 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 \$435,627.41.
4. Delete Exhibit A Amendment #1 in its entirety and replace with Exhibit A Amendment #2.
5. Delete Exhibit B Amendment #2 in its entirety and replace with Exhibit B Amendment #3.
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

8/22/16
Date

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

Seacoast Youth Services

8/15/16
Date

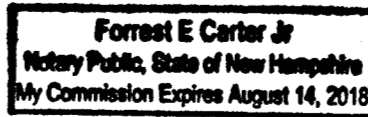
Victor Maloney
Name: Victor Maloney
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Roxbury on 8/15/16, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Forrest E. Carter Jr.
Signature of Notary Public or Justice of the Peace

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



My Commission Expires: Aug. 14th, 2018

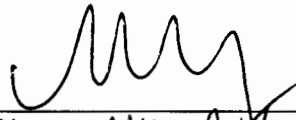
**New Hampshire Department of Health and Human Services
Student Assistance Program**



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

OFFICE OF THE ATTORNEY GENERAL

Date 9/4/14


Name: Megan A. O'Leary
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 Hampton Academy, Seabrook Middle School, 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



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.

SL/ST/UM

8/15/16



- 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.

7. Match Requirements

- 7.1. The Contractor shall provide a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute to accomplish the activities in this Request for Application. The match shall be non-federal cash and/or a non-monetary In-kind contribution of



25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.

- 7.1.1. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.
- 7.1.2. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources:
- 7.1.3. Schools above the state average of students receiving free or reduced lunch may include up to 10% of the total 25% cash match as in-kind contributions. More information may be found at: <http://education.nh.gov/data/attendance.htm>
- 7.1.4. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.
- 7.1.5. The applicant cannot use other federal funds as a match.

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8/15/16



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.

[Handwritten Signature]
Date 8/15/16

State of New Hampshire
Department of State

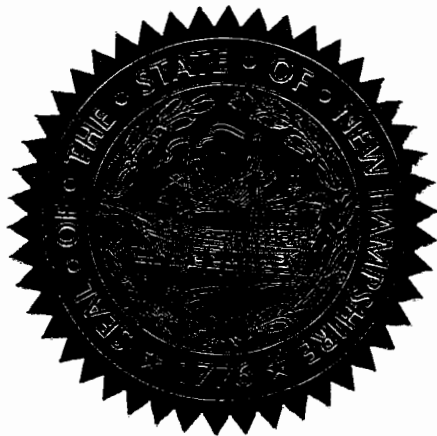
CERTIFICATE

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

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of April A.D. 2016



William M. Gardner
Secretary of State



CERTIFICATE OF VOTE
(Corporation without Seal)

I, Janine L. Richards, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Seacoast Youth Services.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 7 2014:
(Date)

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

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15th day of August, 2016.
(Date Contract Signed)

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

of the Corporation.

Janine L. Richards
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Roxbury

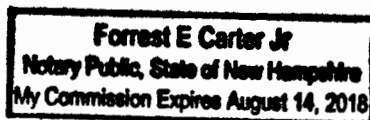
The forgoing instrument was acknowledged before me this 15th day of Aug., 2016.

By Janine L. Richards
(Name of Clerk of the Corporation)

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

(NOTARY SEAL)

Commission Expires: Aug. 14th, 2018





"Whatever it Takes"

Mission Statement

Our mission is to engage youth through positive youth development and evidence-based practices; strengthen families through education and therapeutic support; and build communities by fostering resilience and positive social engagement.

Return of Organization Exempt From Income Tax

2015

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- ▶ Do not enter social security numbers on this form as it may be made public.
- ▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

Open to Public
Inspection

A For the 2015 calendar year, or tax year beginning , 2015, and ending , 20

<p>B Check if applicable:</p> <p><input type="checkbox"/> Address change</p> <p><input type="checkbox"/> Name change</p> <p><input type="checkbox"/> Initial return</p> <p><input type="checkbox"/> Final return/terminated</p> <p><input type="checkbox"/> Amended return</p> <p><input type="checkbox"/> Application pending</p>	<p>C Name of organization Seacoast Youth Services</p> <p>Doing business as</p> <p>Number and street (or P.O. box if mail is not delivered to street address) Room/suite</p> <p>867 Lafayette Rd PO Box 1381</p> <p>City or town, state or province, country, and ZIP or foreign postal code</p> <p>Seabrook, NH 03874</p> <p>F Name and address of principal officer: Janine L Richards</p> <p>Same as C above</p>	<p>D Employer identification no.</p> <p>02-0529135</p> <p>E Telephone number</p> <p>(603) 474-3332</p> <p>G Gross receipts \$</p> <p>553,366</p>
<p>I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c)() (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527</p> <p>J Website: ▶ seacoastyouthservices.org</p> <p>K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶ L Year of formation: 2001 M State of legal domicile: NH</p>		
<p>H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)</p> <p>H(c) Group exemption number ▶</p>		

Part I Summary

Part I	Summary																																																																							
Activities & Governance	<p>1 Briefly describe the organization's mission or most significant activities: Provides educational prevention programs to youths</p> <p>2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.</p>																																																																							
	<p>3 Number of voting members of the governing body (Part VI, line 1a)</p> <p>4 Number of independent voting members of the governing body (Part VI, line 1b)</p> <p>5 Total number of individuals employed in calendar year 2015 (Part V, line 2a)</p> <p>6 Total number of volunteers (estimate if necessary)</p> <p>7a Total unrelated business revenue from Part VIII, column (C), line 12</p> <p>b Net unrelated business taxable income from Form 990-T, line 34</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td></tr> <tr><td></td><td style="text-align: center;">3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">10</td></tr> <tr><td></td><td style="text-align: center;">4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">10</td></tr> <tr><td></td><td style="text-align: center;">5</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">45</td></tr> <tr><td></td><td style="text-align: center;">6</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">10</td></tr> <tr><td></td><td style="text-align: center;">7a</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr> <tr><td></td><td style="text-align: center;">7b</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr> </table>												3								10		4								10		5								45		6								10		7a								0		7b								0
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Revenue	<p>8 Contributions and grants (Part VIII, line 1h)</p> <p>9 Program service revenue (Part VIII, line 2g)</p> <p>10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)</p> <p>11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)</p> <p>12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 10%;">Prior Year</th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;">Current Year</th> </tr> </thead> <tbody> <tr><td></td><td style="text-align: right;">337,035</td><td></td><td></td><td style="text-align: right;">360,246</td></tr> <tr><td></td><td style="text-align: right;">140,132</td><td></td><td></td><td style="text-align: right;">176,320</td></tr> <tr><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr> <tr><td></td><td style="text-align: right;">15,255</td><td></td><td></td><td style="text-align: right;">16,800</td></tr> <tr><td></td><td style="text-align: right;">492,422</td><td></td><td></td><td style="text-align: right;">553,366</td></tr> </tbody> </table>		Prior Year			Current Year		337,035			360,246		140,132			176,320					0		15,255			16,800		492,422			553,366																																								
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Expenses	<p>13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)</p> <p>14 Benefits paid to or for members (Part IX, column (A), line 4)</p> <p>15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)</p> <p>16a Professional fundraising fees (Part IX, column (A), line 11e)</p> <p>b Total fundraising expenses (Part IX, column (D), line 25) ▶ 22,533</p> <p>17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)</p> <p>18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)</p> <p>19 Revenue less expenses. Subtract line 18 from line 12</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tbody> <tr><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr> <tr><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr> <tr><td></td><td style="text-align: right;">303,545</td><td></td><td></td><td style="text-align: right;">436,026</td></tr> <tr><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr> <tr><td></td><td style="text-align: right;">175,716</td><td></td><td></td><td style="text-align: right;">173,540</td></tr> <tr><td></td><td style="text-align: right;">479,261</td><td></td><td></td><td style="text-align: right;">609,566</td></tr> <tr><td></td><td style="text-align: right;">13,161</td><td></td><td></td><td style="text-align: right;">(56,200)</td></tr> </tbody> </table>					0					0		303,545			436,026					0		175,716			173,540		479,261			609,566		13,161			(56,200)																																			
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Net Assets or Fund Balances	<p>20 Total assets (Part X, line 16)</p> <p>21 Total liabilities (Part X, line 26)</p> <p>22 Net assets or fund balances. Subtract line 21 from line 20</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 10%;">Beginning of Current Year</th> <th style="width: 10%;"></th> <th style="width: 10%;"></th> <th style="width: 10%;">End of Year</th> </tr> </thead> <tbody> <tr><td></td><td style="text-align: right;">60,118</td><td></td><td></td><td style="text-align: right;">7,273</td></tr> <tr><td></td><td></td><td></td><td></td><td style="text-align: right;">3,355</td></tr> <tr><td></td><td style="text-align: right;">60,118</td><td></td><td></td><td style="text-align: right;">3,918</td></tr> </tbody> </table>		Beginning of Current Year			End of Year		60,118			7,273					3,355		60,118			3,918																																																		
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Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	<p>Victor Maloney</p> <p>Signature of officer</p>	<p>Date</p>
	<p>Victor Maloney, Executive Director</p> <p>Type or print name and title</p>	

Paid Preparer Use Only	<p>Print/Type preparer's name</p> <p>Kevin Donovan</p>	<p>Preparer's signature</p>	<p>Date</p> <p>06-14-2016</p>	<p>Check <input type="checkbox"/> if self-employed</p>	<p>PTIN</p> <p>P01362413</p>
	<p>Firm's name ▶ Donovan and Company LLC</p> <p>Firm's address ▶ 89 North Main Street 206 Andover MA 01810</p>			<p>Firm's EIN ▶</p> <p>978-475-2067</p>	

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

For Paperwork Reduction Act Notice, see the separate instructions.

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

Provides educational prevention programs to youths

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: _____) (Expenses \$ 503,910 including grants of \$ _____) (Revenue \$ 176,320)

The organization offers education, prevention and timely intervention programs to youths

4b (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4c (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4d Other program services (Describe in Schedule O.)
(Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4e Total program service expenses ▶ **503,910**

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		X
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with columns for question numbers (1a-14b), Yes/No checkboxes, and numerical responses. Includes questions about Form 1096, Form W-2G, backup withholding, Form W-3, federal employment tax returns, Form 990-T, foreign accounts, prohibited tax shelter transactions, Form 8886-T, Form 8899, Form 1098-C, donor advised funds, and Section 501(c)(7), (12), (29) organizations.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Input box with 'X' checked

Section A. Governing Body and Management

Table with 4 columns: Question, Line Number, Yes, No. Rows include questions about voting members, family relationships, and governance documents.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 4 columns: Question, Line Number, Yes, No. Rows include questions about local chapters, conflict of interest policies, whistleblower policies, and document retention.

Section C. Disclosure

- List of disclosure questions: 17 (states with copy of Form 990), 18 (public inspection of forms), 19 (governing documents availability), 20 (person with books and records).

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Janine L Richards Director and Chairperson	1.00	X		X				0	0	
(2) Erica Ethier Director	1.00	X						0	0	
(3) Dawn Erick Director and Secretary	1.00	X		X				0	0	
(4) Marcia Gloddy Director	1.00	X						0	0	
(5) Derek Scialdone Director and Treasurer	1.00	X		X				0	0	
(6) Carol Bostic Director	1.00	X						0	0	
(7) Elaine Ahearn Director	1.00	X						0	0	
(8) John McCarthy Director	1.00	X						0	0	
(9) Alan Ganz Director	1.00	X						0	0	
(10) Victor Maloney Executive Director					X		60,880	0	0	
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) -----										
(16) -----										
(17) -----										
(18) -----										
(19) -----										
(20) -----										
(21) -----										
(22) -----										
(23) -----										
(24) -----										
(25) -----										
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							60,880	0	0	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns					
	1b	Membership dues					
	1c	Fundraising events	51,786				
	1d	Related organizations					
	1e	Government grants (contributions)					
	1f	All other contributions, gifts, grants, and similar amounts not included above	308,460				
	g	Noncash contributions included in lines 1a-1f: \$					
	h	Total. Add lines 1a-1f	360,246				
	Program Service Revenue	2a	Youth Services				
		Business Code	624100	176,320	176,320		
b							
c							
d							
e							
f		All other program service revenue					
g		Total. Add lines 2a-2f	176,320				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)					
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6a	Gross rents	(i) Real	16,800			
			(ii) Personal				
	b	Less: rental expenses					
	c	Rental income or (loss)	16,800				
	d	Net rental income or (loss)	16,800			16,800	
	7a	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other				
	b	Less: cost or other basis and sales expenses					
	c	Gain or (loss)					
d	Net gain or (loss)						
8a	Gross income from fundraising events (not including \$ 51,786 of contributions reported on line 1c). See Part IV, line 18	a					
		b	Less: direct expenses				
		c	Net income or (loss) from fundraising events				
9a	Gross income from gaming activities. See Part IV, line 19	a					
		b	Less: direct expenses				
		c	Net income or (loss) from gaming activities				
10a	Gross sales of inventory, less returns and allowances	a					
		b	Less: cost of goods sold				
		c	Net income or (loss) from sales of inventory				
Miscellaneous Revenue		Business Code					
11a							
b							
c							
d	All other revenue						
e	Total. Add lines 11a-11d						
12	Total revenue. See instructions		553,366	176,320	0	16,800	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2	Grants and other assistance to domestic individuals. See Part IV, line 22				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees	60,880	6,088	51,748	3,044
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	320,559	320,559		
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9	Other employee benefits	22,273	17,955	4,143	175
10	Payroll taxes	32,314	28,122	3,959	233
11	Fees for services (non-employees):				
a	Management				
b	Legal				
c	Accounting				
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17				
f	Investment management fees				
g	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12	Advertising and promotion				
13	Office expenses	7,956		7,956	
14	Information technology				
15	Royalties				
16	Occupancy	29,247	23,847	5,400	
17	Travel	1,940	1,940		
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings				
20	Interest				
21	Payments to affiliates				
22	Depreciation, depletion, and amortization	2,564	2,564		
23	Insurance	10,144	6,085	4,059	
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	Program Services	67,471	67,471		
b	Transportation	23,451	18,761	4,690	
c	Outside Services	11,686	10,518	1,168	
d	Fundraising	19,081			19,081
e	All other expenses				
25	Total functional expenses. Add lines 1 through 24e	609,566	503,910	83,123	22,533
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)	
		Beginning of year		End of year	
Assets	1	Cash - non-interest-bearing	40,671	1	
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	9,610	4	
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 29,132		
	b	Less: accumulated depreciation	10b 21,859	9,837	10c 7,273
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
16	Total assets. Add lines 1 through 15 (must equal line 34)	60,118	16	7,273	
Liabilities	17	Accounts payable and accrued expenses		17	3,355
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax) payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26	Total liabilities. Add lines 17 through 25	0	26	3,355
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	60,118	27	3,918
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	60,118	33	3,918
34	Total liabilities and net assets/fund balances	60,118	34	7,273	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	553,366
2	Total expenses (must equal Part IX, column (A), line 25)	2	609,566
3	Revenue less expenses. Subtract line 2 from line 1	3	(56,200)
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	60,118
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	3,918

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

1 Accounting method used to prepare the Form 990: Cash Accrual Other

If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant?

If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:

Separate basis Consolidated basis Both consolidated and separate basis

b Were the organization's financial statements audited by an independent accountant?

If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:

Separate basis Consolidated basis Both consolidated and separate basis

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?

If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?

b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
2a		X
2b		X
2c		
3a		
3b		

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support
Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

OMB No. 1545-0047

2015

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 990 or Form 990-EZ.
▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Open to Public Inspection

Name of the organization

Seacoast Youth Services

Employer identification number

02-0529135

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations:
 - g Provide the following information about the supported organization(s).

	(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
				Yes	No		
(A)							
(B)							
(C)							
(D)							
(E)							
Total							

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	158,131	257,326	198,716	337,035	308,460	1,259,668
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	158,131	257,326	198,716	337,035	308,460	1,259,668
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						326,385
6 Public support. Subtract line 5 from line 4						933,283

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
7 Amounts from line 4	158,131	257,326	198,716	337,035	308,460	1,259,668
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	44,305	51,624	68,123	15,255	16,800	196,107
11 Total support. Add lines 7 through 10						1,455,775
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2015 (line 6, column (f) divided by line 11, column (f))	14	64.11 %
15 Public support percentage from 2014 Schedule A, Part II, line 14	15	73.00 %
16a 33 1/3% support test - 2015. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input checked="" type="checkbox"/>		
b 33 1/3% support test - 2014. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test - 2015. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test - 2014. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Table with 7 columns: (a) 2011, (b) 2012, (c) 2013, (d) 2014, (e) 2015, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Gross receipts from admissions, merchandise sold or services performed; 3 Gross receipts from activities that are not an unrelated trade or business under section 513; 4 Tax revenues levied for the organization's benefit; 5 The value of services or facilities furnished by a governmental unit; 6 Total. Add lines 1 through 5; 7a Amounts included on lines 1, 2, and 3 received from disqualified persons; b Amounts included on lines 2 and 3 received from other than disqualified persons; c Add lines 7a and 7b; 8 Public support. (Subtract line 7c from line 6.)

Section B. Total Support

Table with 7 columns: (a) 2011, (b) 2012, (c) 2013, (d) 2014, (e) 2015, (f) Total. Rows include: 9 Amounts from line 6; 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources; b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975; c Add lines 10a and 10b; 11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on; 12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.); 13 Total support. (Add lines 9, 10c, 11, and 12.)

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

Table with 3 columns: Description, Value, Percentage. Row 15: Public support percentage for 2015 (line 8, column (f) divided by line 13, column (f)) - 15 - %; Row 16: Public support percentage from 2014 Schedule A, Part III, line 15 - 16 - %

Section D. Computation of Investment Income Percentage

Table with 3 columns: Description, Value, Percentage. Row 17: Investment income percentage for 2015 (line 10c, column (f) divided by line 13, column (f)) - 17 - %; Row 18: Investment income percentage from 2014 Schedule A, Part III, line 17 - 18 - %

19a 33 1/3% support tests - 2015. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2014. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 11 of Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 11a or 11b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b A family member of a person described in (a) above?		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI .		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI .		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2015 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2015	(iii) Distributable Amount for 2015
1 Distributable amount for 2015 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2015 (reasonable cause required-see instructions)			
3 Excess distributions carryover, if any, to 2015:			
a			
b			
c			
d From 2013			
e From 2014			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2015 distributable amount			
i Carryover from 2010 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2015 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2015 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2015, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).			
6 Remaining underdistributions for 2015. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			
7 Excess distributions carryover to 2016. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a			
b			
c Excess from 2013			
d Excess from 2014			
e Excess from 2015			

Schedule B
(Form 990, 990-EZ,
or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

OMB No. 1545-0047

2015

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.

▶ Information about Schedule B (Form 990, 990-EZ, or 990-PF) and its instructions is at www.irs.gov/form990.

Name of the organization

Seacoast Youth Services

Employer identification number

02-0529135

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note. Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000 or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h, or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I, II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Do not complete any of the parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution. An organization that is not covered by the General Rule and/or the Special Rules does not file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it does not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization
Seacoast Youth Services

Employer identification number
02-0529135

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	NH Bureau Drug Alcohol Services 105 Pleasant Street Concord, NH 03301	\$ 95,933	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	Odyssey Foundation 60 Main Street Exeter, NH 03833	\$ 40,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	Seabrook Gaming LLC 319 New Zealand Rd Seabrook, NH 03874	\$ 9,671	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	Town of Seabrook 99 Lafayette Rd Seabrook, NH 03874	\$ 22,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	Seabrook Middle School 236 Walton Rd Seabrook, NH 03874	\$ 31,250	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6	Losik Family Trust 7 Stone Wall Lane Rye, NH 03870	\$ 5,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization Seacoast Youth Services	Employer identification number 02-0529135
--	---

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	NH Department of Education 25 Capitol Street Room 121 Concord, NH 03301	\$ 75,011	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
8	Seabrook Elementary School 256 Walton Rd Seabrook, NH 03874	\$ 14,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
—	_____ _____ _____	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
—	_____ _____ _____	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
—	_____ _____ _____	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
—	_____ _____ _____	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Supplemental Financial Statements

OMB No. 1545-0047

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

2015

Attach to Form 990.

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

Name of the organization

Employer identification number

Seacoast Youth Services

02-0529135

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows 1-4: Total number at end of year, Aggregate value of contributions to (during year), Aggregate value of grants from (during year), Aggregate value at end of year. Rows 5-6: Questions about donor informed and grant funds used.

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Form with multiple rows and columns. Row 1: Purpose(s) of conservation easements. Row 2: Complete lines 2a through 2d. Rows 2a-2d: Table with 2 columns: Held at the End of the Tax Year. Rows 3-7: Questions about modified easements, states, monitoring policy, staff hours, and expenses. Row 8: Question about section 170(h)(4)(B)(i) and (ii). Row 9: Question about reporting in financial statements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Form with rows 1a-1b and 2a-2b. Row 1a: Question about reporting in financial statements. Row 1b: Question about reporting in financial statements. Row 2: Question about reporting in financial statements. Rows 2a-2b: Questions about revenue and assets included.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %
- b Permanent endowment %
- c Temporarily restricted endowment %

The percentages in lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

	Yes	No
(i) unrelated organizations	3a(i)	
(ii) related organizations	3a(ii)	
b If "Yes" on 3a(ii), are the related organizations listed as required on Schedule R?	3b	

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		8,284	3,436	4,848
d Equipment		20,848	18,423	2,425
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				7,273

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

SCHEDULE G
(Form 990 or 990-EZ)

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

Complete if the organization answered "Yes" to Form 990, Part IV, lines 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

2015

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 990 or Form 990-EZ.

Open to Public Inspection

▶ Information about Schedule G (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization

Employer identification number

Seacoast Youth Services

02-0529135

Part I

Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the ten highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" to Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		Gala (event type)	(event type)	None (total number)	(add col. (a) through col. (c))
Revenue	1	Gross receipts	42,115		42,115
	2	Less: Contributions			
	3	Gross income (line 1 minus line 2)	42,115		42,115
Direct Expenses	4	Cash prizes			
	5	Noncash prizes			
	6	Rent/facility costs			
	7	Food and beverages			
	8	Entertainment			
	9	Other direct expenses			
	10	Direct expense summary. Add lines 4 through 9 in column (d) ▶			
11	Net income summary. Subtract line 10 from line 3, column (d) ▶				42,115

Part III Gaming. Complete if the organization answered "Yes" to Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
		1	Gross revenue		
Direct Expenses	2	Cash prizes			
	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
	6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No
7	Direct expense summary. Add lines 2 through 5 in column (d) ▶				
8	Net gaming income summary. Subtract line 7 from line 1, column (d) ▶				

9 Enter the state(s) in which the organization conducts gaming activities: _____
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No
 b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year? Yes No
 b If "Yes," explain: _____

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

2015

▶ Attach to Form 990 or 990-EZ.

**Open to Public
Inspection**

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Department of the Treasury
Internal Revenue Service

Name of the organization

Employer identification number

Seacoast Youth Services

02-0529135

01. Form 990 governing body review (Part VI, line 11)

A draft copy is provided to Directors for review and approval before being signed by an
officer of the organization.

02. Conflict of interest policy compliance (Part VI, line 12c)

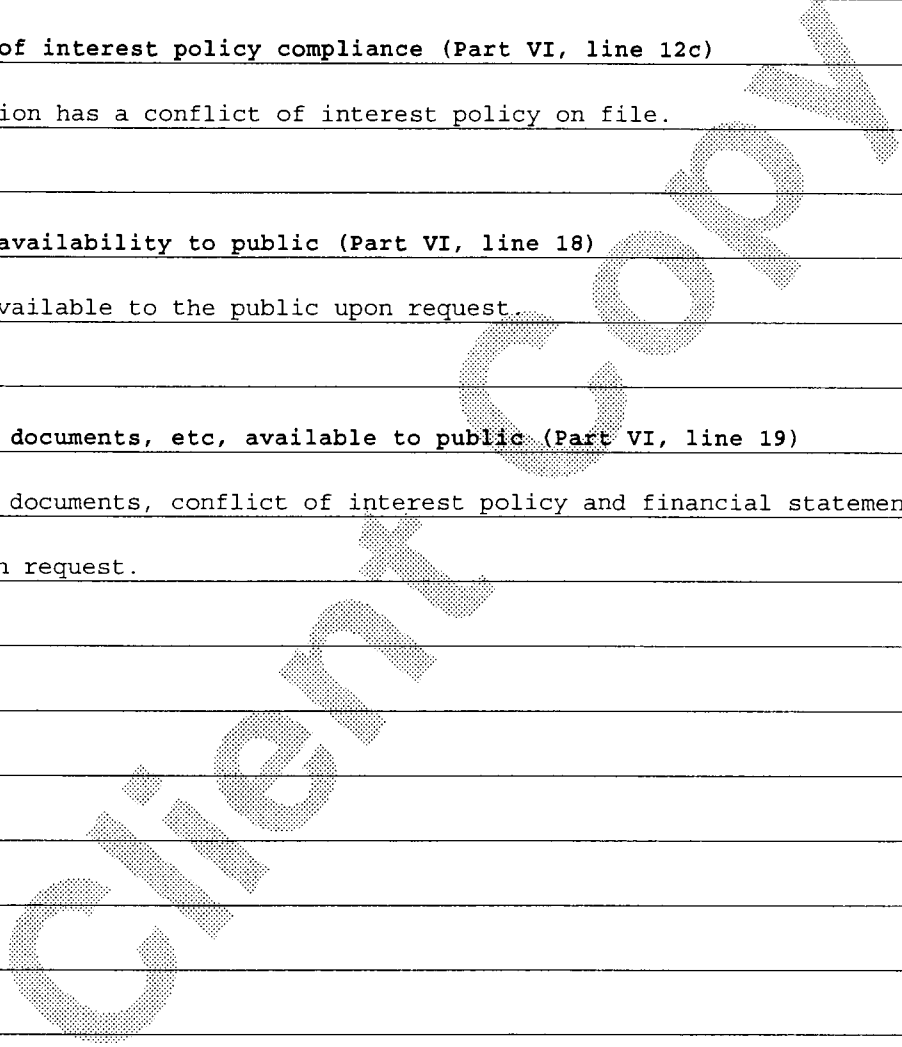
The organization has a conflict of interest policy on file.

03. Form 990 availability to public (Part VI, line 18)

Form 990 is available to the public upon request.

04. Governing documents, etc, available to public (Part VI, line 19)

The governing documents, conflict of interest policy and financial statements are
available upon request.



Depreciation and Amortization (Including Information on Listed Property)

2015

Attachment
Sequence No. **179**

Department of the Treasury
Internal Revenue Service (99)

▶ **Attach to your tax return.**
▶ **Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.**

Name(s) shown on return Seacoast Youth Services	Business or activity to which this form relates FORM 990 - 1	Identifying number 02-0529135
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Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions)	1	
2 Total cost of section 179 property placed in service (see instructions)	2	
3 Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a)	(b)
7	Listed property. Enter the amount from line 29	7
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8
9	Tentative deduction. Enter the smaller of line 5 or line 8	9
10	Carryover of disallowed deduction from line 13 of your 2014 Form 4562	10
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12
13	Carryover of disallowed deduction to 2016. Add lines 9 and 10, less line 12	13

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	552

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17 MACRS deductions for assets placed in service in tax years beginning before 2015	17	
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here		<input type="checkbox"/>

Section B - Assets Placed in Service During 2015 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	

Section C - Assets Placed in Service During 2015 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21 Listed property. Enter amount from line 28	21	2,012
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	2,564
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V Listed Property (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A - Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? <input type="checkbox"/> Yes <input type="checkbox"/> No					24b If "Yes," is the evidence written? <input type="checkbox"/> Yes <input type="checkbox"/> No				
(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/Convention	(h) Depreciation deduction	(i) Elected section 179 cost	
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)							25		
26 Property used more than 50% in a qualified business use:									
2006 Chrysler	02232012	100.0%	5,130	5,130	5	200 DB-HY	591		
2005 Ford	02262011	100.0%	4,250	4,250	5	200 DB-HY	490		
2004 Kia	02042013	100.0%	4,850	4,850	5	200 DB-HY	931		
27 Property used 50% or less in a qualified business use:									
		%				S/L-			
		%				S/L-			
		%				S/L-			
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1							28	2,012	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1								29	

Section B - Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

30 Total business/investment miles driven during the year (do not include commuting miles)	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
34 Was the vehicle available for personal use during off-duty hours?	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C - Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?	Yes	No
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners	Yes	No
39 Do you treat all use of vehicles by employees as personal use?	Yes	No
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?	Yes	No
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)	Yes	No

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2015 tax year (see instructions):					
43 Amortization of costs that began before your 2015 tax year					43
44 Total. Add amounts in column (f). See the instructions for where to report					44

Form **8879-EO**

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

For calendar year 2015, or fiscal year beginning _____, and ending _____

2015

Department of the Treasury
Internal Revenue Service
Name of exempt organization

► Do not send to the IRS. Keep for your records.
► Information about Form 8879-EO and its instructions is at www.irs.gov/form8879eo.

Seacoast Youth Services

Employer identification number
02-0529135

Name and title of officer

Victor Maloney, Executive Director

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a	Form 990 check here	► <input checked="" type="checkbox"/>	b	Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<u>553,366</u>
2a	Form 990-EZ check here	► <input type="checkbox"/>	b	Total revenue, if any (Form 990-EZ, line 9)	2b	_____
3a	Form 1120-POL check here	► <input type="checkbox"/>	b	Total tax (Form 1120-POL, line 22)	3b	_____
4a	Form 990-PF check here	► <input type="checkbox"/>	b	Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	_____
5a	Form 8868 check here	► <input type="checkbox"/>	b	Balance Due (Form 8868, Part I, line 3c or Part II, line 8c)	5b	_____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2015 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize Donovan and Company LLC to enter my PIN 03874 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2015 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2015 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ► _____

Date ► **06-15-2016**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

049529 01845
do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2015 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ► _____

Date ► **06-14-2016**

**ERO Must Retain This Form - See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see instructions.

Form 8879-EO (2015)

**Seacoast Youth Services Board of Directors
2016**

Janine L. Richards/Chairperson

Erica Candage/Secretary

Dan Dolan

Jim Hunt

Steve O'Neil/Treasurer

John McCarthy

Jerome Fuller Jr.

*Board positions are non-compensatory

Stephanie Wright - MSW, CPS

EDUCATION

Masters of Social Work. Summa Cum Laude. *University of New Hampshire*, Durham, NH. May 2011

Bachelor of Science in Family Studies/Support. Cum Laude. *University of New Hampshire*, Durham, NH. 2007

Minor in Adolescent & Youth Development, and Nutrition. *University of New Hampshire*, Durham, NH. 2007

EXPERIENCE

Student Assistance Counselor

2013 – Present

Seacoast Youth Services, Seabrook, NH

- Assess and provide counseling services to students regarding substance abuse and other behavioral or mental health issues
- Refer students and families to appropriate community resources for ongoing behavioral health treatment
- Coordinate school wide universal prevention activities
- Teach prevention education to 7th grade students
- Collaborate with school guidance counselors, teachers, and administrators

Clinical Case Manager

2011 – 2012

Team Coordinating Agency – Phoenix East, Haverhill, MA

- In-patient clinician who provided individual, group, and family psychotherapy for adolescent boys placed in residential facility for behavioral and emotional difficulties
- Completed Comprehensive Assessments, diagnosed, developed individual treatment plans, and completed discharge summaries
- Provided case management and clinical support for residents in the STARR and BTR programs
- Conducted weekly Treatment Team Reviews
- Worked directly with collateral contacts including parents, Department of Children and Families, attorneys, psychiatrists, and other social service providers involved with the client
- Responsible for development and maintenance of clients clinical file per agency and licensing protocol
- Functioned as an administrator on a multidisciplinary treatment team
- Provided on-call support and guidance to direct care staff during crisis situations
- Attended weekly administrative, staff, supervision, and clinical team meetings
- Responsible for data entry on The Virtual Gateways Online System

Counselor, Adolescent Substance Abuse Program

2010 – 2011

Seacoast Youth Services, Seabrook, NH

- Provided substance abuse group counseling for adolescents
- Used highly-effective Motivational Enhancement Therapy and Cognitive Behavioral Therapy
- Documented adolescents behavior, attendance, and substance use
- Worked with adolescents to achieve treatment goals

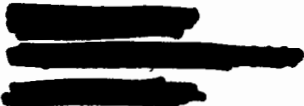
Program Director

2007 – 2009

Seacoast Youth Services, Seabrook, NH

- Planned and implemented a variety of after-school youth development programs
- Provided a safe-and-supportive environment for youth to develop strategies for future success
- Provided tutoring and support for students serving out-of-school suspension
- Played an active role in grant writing for the agency and was responsible for program advertising
- Coordinated nine-week summer camps
- Participant in the Lower Seacoast Youth and Family Coalition

Scott T. Bleakley, LICSW



Professional Experience

Scott T. Bleakley, LICSW

June 2002–Present

Private Practice

Derek Stern, Ph.D and Associates, Exeter NH

Associates in Psychological Services, North Andover MA

- Specialize in conducting Cognitive Behavioral Therapy (CBT) with children and adolescents experiencing depression, anxiety, ADHD and other related mental health disorders
- Consult with school administrators in advocating for client's academic needs in areas of assessment and implementation of Individualized Education Plans (IEP) and 504 Education Plans
- Facilitate consistent contact with outpatient psychiatrists, primary care physicians and school based professionals in order to emphasize and provide collaborative care for all clients and families

Seacoast Youth Services

Sept 2005–Present

Clinical Coordinator

- Conduct intakes and assessments of agency based community support programs
- Supervise all agency based Master of Social Work interns from local universities and colleges
- Provide school based counseling for students of SAU 21
- Conduct utilization and documentation auditing and review to ensure proper State and insurance based authorization and funding

Phillips Exeter Academy

July 2014–Present

Head Mental Health Counselor - Summer Session

- Conduct necessary psychological evaluations for all referred summer session students
- Provide ongoing counseling for students beyond initial evaluation stage to address and support student's academic, emotional and social needs
- Consult and collaborate with Medical Doctor, Wellness Center staff and Summer School Administrative staff regarding student's treatment status and recommended treatment needs

KEY ADMINISTRATIVE PERSONNEL

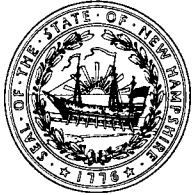
NH Department of Health and Human Services

Contractor Name: Seacoast Youth Services

Name of Contract: Student Assistance Program

BUDGET PERIOD: SFY 17				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Stephanie Wright, MSW, CPS	Student Assistance Counselor	\$49,858	75.00%	\$37,393.50
Scott Bleakley, LICSW	Clinical Supervisor	\$3,600	75.00%	\$2,700.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$40,093.50

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Stephanie Wright, MSW, CPS	Student Assistance Counselor	\$52,351	75.00%	\$39,263.25
Scott Bleakey, LICSW	Clinical Supervisor	\$3,780	75.00%	\$2,835.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$42,098.25



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

April 27, 2016

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 Behavioral Health, Bureau of Drug and Alcohol Services and Seacoast Youth Services, (Vendor #203944-B001), 867 Lafayette Road, Seabrook, NH 03874. The Agreement has been signed by the Director of Behavioral Health and the Vendor. The Contractor provides Evidence Based Student Assistance Programing to reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. This contractor requested adjustments to line item amounts within the State Fiscal Year 2016 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 subsequent amendments on June 18, 2014 (Item #103), and August 13, 2014 and April 6, 2015 by the Attorney General, and June 24, 2015 (Item #18) and October 7, 2015 (Item #20) by the Governor and Executive Council. This is a zero cost amendment. 100% Federal Funds.

The following language was added as Exhibit B Amendment #2, paragraph 5 in the contract amendment # 5, approved on June 24, 2015 (Item #18) that reads:

Notwithstanding paragraph 18 of the General Provisions of this Agreement, Exhibit B-3 Amendment #1 and Exhibit B-4, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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

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

EXPLANATION

Seacoast Youth Services has requested a budget revision for the following reason: The Vendor budgeted more money than needed for salaries, supplies and travel. The Vendor requests transferring the overbudgeted funds to the Consultant budget line in order to pay for speakers at Community Forums on substance use prevention topics in Hampton and Seabrook communities. Additionally, the Vendor

Megan Yapple
NH Department of Justice
Page 2 of 2

will provide education for youth on chemical free alternatives and raise awareness of the impact substances have on the adolescent brain.

Area Served: Middle School Students at Hampton Academy and Seabrook Middle School.

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

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

Respectfully submitted,



Eric Borrin



**State of New Hampshire
Department of Health and Human Services
Amendment #6 to the Seacoast Youth Services Contract**

This sixth Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #6") dated April 6, 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 Seacoast Youth Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 19, 2013, (Item # 135A) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 18, 2014, (Item # 103), amended by an agreement (Amendment # 2 to the Contract) approved by the Attorney General on August 13, 2014, amended by an agreement (Amendment #3 to the Contract) approved by the Attorney General on April 6, 2015, amended by an agreement (Amendment #4 to the Contract) approved by Governor and Executive Council on June 24, 2015 (Item #18), and amended by an agreement (Amendment #5 to the Contract) approved on October 7, 2015 (Item #20) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Exhibit B Amendment #2, paragraph 5, which states that notwithstanding paragraph 18 of the General Provisions of this Agreement, Exhibit B-3 Amendment #1 and Exhibit B-4, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council; and

WHEREAS, the State and the Contractor agree to adjust budget amounts in State Fiscal Year 2016 with in 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 #6, 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 Exhibit B-3 Amendment #1 and replace with Exhibit B-3 Amendment #2.

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



This amendment shall be effective upon the date of 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

4-28-16
Date

John S. FX
NAME
TITLE Director

Seacoast Youth Services

4-21-16
Date

Wm Maloney
NAME
TITLE Executive Director

Acknowledgement:

State of NH, County of Rockingham on 4-21-16, 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 s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Forrest E. Carter Jr, Program Director Seabrook Adolescent Zone
Name and Title of Notary or Justice of the Peace

Forrest E Carter Jr
Notary Public, State of New Hampshire
My Commission Expires August 14, 2018

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



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

OFFICE OF THE ATTORNEY GENERAL

4/28/16
Date

[Handwritten Signature]
Baron
for
Dennis C. W.

Name:
Title:

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:



RV
20

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

Kathleen Dunn
Associate Commissioner

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

G&C APPROVED
Date: 10/7/15
Item # 20

August 27, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments with the vendors identified in the table 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 \$22,004 from \$918,728.29 to an amount not to exceed \$940,732.29, effective upon the date of Governor and Executive Council approval, through September 30, 2016. There is no change to the completion date. 100% Federal funds.

These Agreements were originally approved by the Governor and Executive Council on June 19, 2013 (Item #135A) and Amended on June 8, 2014, (Items #102 and #103), and June 24, 2015 (Item #18). Additionally, single amendments to the Agreements were approved by the Attorney General Office on August 13, 2014, March 27, 2015, and April 6, 2015, and June 22, 2015. 100% Federal Funds.

Vendor	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
North Country Health Consortium	Littleton	\$416,100.88	\$11,796.00	\$427,896.88
Seacoast Youth Services, Inc.	Seabrook	\$300,627.41	\$0.00	\$300,627.41
Second Start	Concord	\$202,000.00	\$10,208.00	\$212,208.00
	Grand Total	\$918,728.29	\$22,004.00	\$940,732.29

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon availability and continued appropriation of funds in the future operating budget, 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

These Amendments are **sole source** because these are the only Contractors who can continue implementing the work to complete the Student Assistance Program in their school district. The Student Assistance Program addresses underage drinking and prescription drug misuse and abuse in high need populations.

The Amendments increase funding for State Fiscal Year 2016 using previously allocated but unspent funds from State Fiscal Year 2015. The unspent State Fiscal Year 2015 funds are available because of delays related to start up, staff vacancies, and workshop delivery. All three Contractors are receiving additional funds of between \$10,928 and \$14,619 for State Fiscal Year 2016. Seacoast Youth Services funding is being made within the same contract number, see the Financial Details.

The increase in funding will allow the Contractors to complete their strategic plan to continue the program after the Agreements end. The Contractors 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 Contractors 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 Contractors will also incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

These Contractors were selected through a competitive bid process.

Should the Governor and Executive Council decide not to approve this request, an undetermined number of students, 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, these Contractors have consistently and successfully met the contract deliverables on a timely basis, as determined by quarterly site visits by program staff. The following performance measures will be used to measure the effectiveness of the agreement as follows:

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

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

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



**State of New Hampshire
Department of Health and Human Services
Amendment #5 to the Seacoast Youth Services Contract**

This fifth Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #5") dated July 27, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Youth Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 19, 2013, (Item # 135A) (hereinafter referred to as the "Contract"), amended by an agreement (Amendment #1 to the Contract) approved on June 18, 2014, (Item # 103), and amended by an agreement (Amendment # 2 to the Contract) approved by the Attorney General on August 13, 2014, amended by an agreement (Amendment #3 to the Contract) approved by the Attorney General on April 6, 2015, and amended by an agreement (Amendment #4 to the Contract) approved by Governor and Executive Council on June 24, 2015 (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

WHEREAS, the Department and the State agree to adjust budget amounts between State Fiscal Years 2015 and 2016, with in 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 #5, 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 Amendment #1, Methods and Conditions Precedent to Payment, and replace with Exhibit B Amendment #2, Method and Conditions Precedent to Payment.
3. Delete Exhibit B-1 Amendment #3 and replace with Exhibit B-1 Amendment #4.
4. Delete Exhibit B-3 and replace with Exhibit B-3 Amendment #1.

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



This amendment shall be effective upon the date of approval.

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

State of New Hampshire
Department of Health and Human Services

8/25/15
Date

Kathleen Dunn
Kathleen A. Dunn, MPH
Associate Commissioner

Seacoast Youth Services

8/7/15
Date

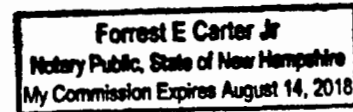
Vic Maloney
NAME VIC MALONEY
TITLE Executive Director

Acknowledgement:

State of New Hampshire County of Rockingham on 8/7/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Forrest E. Carter Jr. 8/7/15
Name and Title of Notary or Justice of the Peace



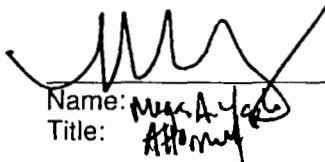
New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II



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

OFFICE OF THE ATTORNEY GENERAL

9/13/15
Date


Name: Mark A. Yocum
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B Amendment #2

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 the budgets, Exhibit B-1 Amendment #4, Exhibit B-3 Amendment #1 and Exhibit B-4.
4. Payment for said services shall be made as follows: The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

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

5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment, limited to the budgets, Exhibit B-1 Amendment #4, Exhibit B-3 Amendment #1 and Exhibit B-4, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

18



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

Nicholas A. Toumpas
Commissioner

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

Kathleen A. Dunn
Associate Commissioner

G&C APPROVED
Date: 6/24/15
Item # 18

June 9, 2015

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

Sole Source

REQUESTED ACTION

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

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

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

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

Please Attached Financial Details

EXPLANATION

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

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

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

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

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

These vendors were selected through a competitive bid process.

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

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

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

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


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

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

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

Respectfully submitted,



 Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**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 #4 to the Seacoast Youth Services Contract**

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

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

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

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

WHEREAS, the State and the Department agree to extend the completion date by fifteen months and increase the price limitation;

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

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

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



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



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This amendment shall be effective upon the date of approval.

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

State of New Hampshire
Department of Health and Human Services

6/9/15
Date

for Marilee Thibon
Kathleen A. Dunn, MPH
Associate Commissioner

Seacoast Youth Services

6/8/15
Date

Victor M. Conroy
NAME Victor M. Conroy
TITLE

Acknowledgement:

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

Signature of Notary Public or Justice of the Peace

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

Forrest E Carter Jr
Notary Public, State of New Hampshire
My Commission Expires August 14, 2018




New Hampshire Department of Health and Human Services
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The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/10/15


Name: Brian A. Kelly
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Scope of Services

1. General Provisions

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



2. Minimum Standards of Core Services

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



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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:



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



Method and Conditions Precedent to Payment

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

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

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



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



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

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

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

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

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

Exhibit G

Contractor Initials UM

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Seacoast Youth Services

6-2-15
Date

Victor R. Maloney
Name: Victor R. Maloney
Title: Executive Director

Exhibit G

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

Contractor Initials UM

Date 6-2-15



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



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

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

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



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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

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



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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services
The State

Seacoast Youth Services,
Name of the Contractor

Marilee Nihan
Signature of Authorized Representative

Victor R. Maloney
Signature of Authorized Representative

Marilee Nihan
Name of Authorized Representative

Victor R. Maloney
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

6/9/15
Date

6-2-15
Date

5



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

Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 24, 2015

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

AG Approved: 4/6/15

Dear Attorney Yapple,

Please review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Drug and Alcohol Services and Seacoast Youth Services, (Vendor #203944-B001), 867 Lafayette Road, Seabrook, NH 03874. The Contractor provides Evidence Based Student Assistance Programing to reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. This contractor requested adjustments to line item amounts within the State Fiscal Year 2015 budget, within the price limitation, to realign the budget expenditures. The Governor and Executive Council approved the original agreement on June 19, 2013 (Item #135A), and a subsequent amendments on June 18, 2014 (Item #103) and August 13, 2014 (by Attorney General). This is a zero cost amendment. 100% Federal Funds.

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

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

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

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

EXPLANATION

Seacoast Youth Services has requested a budget revision for the following reason: In accordance with recommendations from an audit conducted by the New Hampshire Department of Health and Human Services' Office of Business Operations the vendor is requesting to merge line items within the their budget for a truer reflection of their internal operations and costs. Also, due to the

need for increased travel between the two schools associated with this vendor there is a request to move funds from subcontracts/agreements to travel.

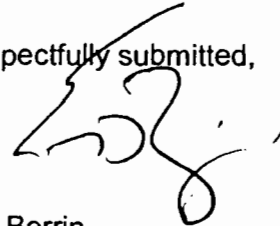
This contract was awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013 through April 12, 2013 for Strategic Prevention Framework Partnership for Success II initiative.

Area Served: Middle School Students at Hampton Academy and Seabrook Middle School.

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

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

Respectfully submitted,



Eric Borrin



State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Seacoast Youth Services Contract

This 3rd Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #3") dated March 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Youth Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

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

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

WHEREAS, pursuant to the Exhibit B of the Amendment # 1, paragraph #1 a., which states that notwithstanding paragraph 18 of the P-37, an amendment limited to transfer of funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

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

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

To amend as follows:

- 1) Delete Exhibit B-1 Amendment #2 and replace with Exhibit B-1 Amendment #3.



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

This amendment shall be effective upon the date of approval.

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

State of New Hampshire
Department of Health and Human Services

3/24/15
Date

Diane Langley
Diane Langley
Director

Seacoast Youth Services

3/20/15
Date

Uec Maloney
NAME
TITLE Executive Director

Acknowledgement:

State of NH, County of Rockingham on 3/20/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Mr. Forrest E. Carter Jr. 3/20/15
Name and Title of Notary or Justice of the Peace

Forrest E Carter Jr
Notary Public, State of New Hampshire
My Commission Expires August 14, 2018

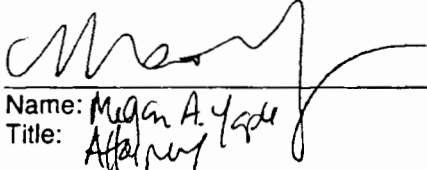
New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II



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

OFFICE OF THE ATTORNEY GENERAL

Date 4/6/15


Name: Megan A. Yarde
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
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Nicholas A. Toumpas
 Commissioner

Sheri L. Rockburn
 Chief Financial Officer

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 603-271-9404 1-800-852-3345 Ext. 9404
 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 12, 2014

AG Approved: 8/13/14

Rose Wiant, Esquire
 NH Department of Justice
 Office of the Attorney General
 33 Capitol Street
 Concord, New Hampshire 03301

Good Morning Attorney Wiant,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Drug and Alcohol Services and Seacoast Youth Services, (Vendor #203944-B001), 867 Lafayette Road, Seabrook, NH 03874. It has been signed by the Director and an authorized signor for the vendor. Their contract with Bureau of Drug and Alcohol Services is to provide Evidence Based Student Assistance Programing to reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old.. This contractor requested adjustments to line item amounts within the State Fiscal Year 2015 budget, within the price limitation of \$200,627.41, in order to correct a budgeting error made by the contractor. The Governor and Executive Council approved the original agreement on June 19, 2013 (Item #135A), and a subsequent amendment on June 18, 2014 (Item #103). This is a zero cost amendment.

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

Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/Decrease Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Program Svc	\$ 83,027.27	\$0.00	\$ 83,027.27
SFY 2015	102-500734	Contracts for Program Svc	\$117,600.14	\$0.00	\$117,600.14
		TOTAL	\$200,637.41	\$0.00	\$200,637.41

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

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

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

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

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

EXPLANATION

Seacoast Youth Services has requested a budget revision for the following reason: When the Contractor completed the budget for Amendment #1 to move funding in the amount of \$13,607.50 from SFY 2014 to SFY 2015, they inadvertently transferred funding to the incorrect budget line item for salary/wages instead of the correct line item for Consultants. The Evidence Based Student Assistance Program provided through this contract includes alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers to help students in communities with high rates of substance misuse and abuse. The program seeks to reduce underage drinking among persons aged 12 to 20 and prescription drug misuse and abuse among persons aged 12 to 25.

There are no additional funds being requested in this amendment. Other than the budget revisions outlined above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on June 19, 2013 (Item #135A), and a subsequent amendment on June 18, 2014 (Item #103).

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

Area Served: Middle School Students at Hampton Academy and Seabrook Middle School..

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

Respectfully submitted,



Catherine Cormier, Administrator



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

This 2nd Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated this 29th day of July 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Youth Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 867 Lafayette Road, Seabrook, NH 03874.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, (Item # 135A), and amended by an agreement (Amendment # 1 to the Contract) approved on June 18, 2014, (Item # 103), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the Exhibit B of the Amendment # 1, paragraph #1 a., which states that notwithstanding paragraph 18 of the P-37, an amendment limited to transfer of funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS the Parties agree to adjust Budget amounts within the Budget and within the price limitation.

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

- 1) Delete Exhibit B-1 Amendment #1 and replace with Exhibit B-1 Amendment #2.

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



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

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

State of New Hampshire
Department of Health and Human Services

Date 8/12/14

NAME Diane Langley
TITLE Director

Seacoast Youth Services

Date 8/11/14

NAME Vic Maloney
TITLE Executive Director

Acknowledgement:

State of NH, County of Rockingham on August 11, 2014 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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



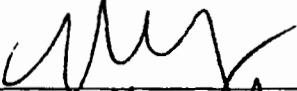
New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II



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

OFFICE OF THE ATTORNEY GENERAL

8/13/14
Date


Name: Megan A. Yapple
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



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

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
 Commissioner

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

Diane Langley, Director
 Sheri Rockburn, Director

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

May 29, 2014 **G&C Approved**

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

Date 6/18/14
 Item # 103

REQUESTED ACTION

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

Summary of SFY 14 contracted amounts by vendor:

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

Summary of SFY 15 contracted amounts by vendor

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

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

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

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

EXPLANATION

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

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

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

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

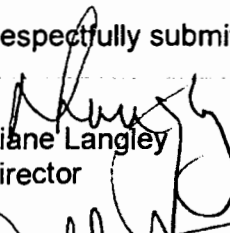
Areas served: Keene State and Franklin Pierce College and surrounding communities;
 Seabrook Middle School, Hampton Academy; and
 Milton School District.

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

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

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

Respectfully submitted,



Diane Langley
Director

Approved by: 
Nicholas A. Toumpas
Commissioner



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

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

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

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

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

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

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

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

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

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

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



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

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

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

State of New Hampshire
Department of Health and Human Services

_____ Date

NAME
TITLE

[Handwritten Signature]

Seacoast Youth Services

MAY 21, 2014
Date

William Maloney Executive Director
NAME
TITLE

Acknowledgement:

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

Signature of Notary Public or Justice of the Peace

Forrest E. Carter Jr. 05/21/14

Name and Title of Notary or Justice of the Peace



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



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

OFFICE OF THE ATTORNEY GENERAL

6-3-14
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



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

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate Commissioner

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

June 6, 2013

G&C Approved

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

Date 6/19/13
 Item # late Item 135-A

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

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

Funds to support this request are anticipated to be available in the following account in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

EXPLANATION

The requested action seeks approval of 4 of 5 agreements that represent \$789,534.69 of the \$1,069,534.69 total anticipated to be spent state-wide to provide Evidence Based Student Assistance Services that will reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. The Department anticipates the remaining agreement will be presented to Governor and Executive Council in July.

Although NH is often ranked as one of the healthiest states in the nation, these rankings contradict the significant health risks related to substance misuse and abuse that continue to plague the state. Specifically, the 2008-2009 National Survey on Drug Use and Health (NSDUH) reported NH's rate of past month alcohol use for

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 8, 2013
Page 2 of 3

those 12 and older to be the highest rate among states and territories (63.9%) and the highest for 18 to 25 year olds (75.12%). According to the 2011 Youth Risk Behavior Survey (YRBS), NH's representative sample showed past month alcohol use rates among 9th through 12th graders to be 38.4%, on par with the U.S. rate of 38.7%, while the rate of binge drinking for that same population was 23.8% compared to the U.S. rate of 21.9%. Regarding prescription drug misuse and abuse, according to the 2008-2009 NSDUH, NH's rate of non-medical use of pain relievers among 18 to 25 year olds was the second highest in the U.S. at a rate of 16.7%.

Services offered through this contract will help students in communities with high rates of use. Evidence Based Student Assistant Programs impact knowledge, skills, and decreases overall use among students being served. These services include alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. All students and parents will receive targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescences. This program will also incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

The vendors were selected through a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013 through April 12, 2013. In addition, a bidder's conference was held on March 14, 2013. A total of 5 proposals were received as a result of the RFP. Technical and Cost Proposals were reviewed by committee of seven professionals, selecting five for funding based on review criteria as stated in the RFP. Specific areas of expertise include: substance abuse prevention services, budgeting and finance, program delivery and development, and youth mental health services. The RFP Scoring Summary is attached.

Each agreement contains an option to renew for one additional year, pending availability of funding, the agreement of the parties and approval of Governor and Council.

Performance measures for each participating school include the following: The contractor shall maintain 1FTE Student Assistance Counselor per 1,000 students (this can be prorated for schools with smaller populations). The contractor shall utilize an evidenced based screening tool for a minimum of 4 student screenings each year. The Student Assistance Counselor shall host a minimum of 8 group support sessions during year one, 16 group support sessions during year two, and 16 individual support sessions each year. There shall be a minimum of 8 educational sessions held for students each year and a minimum of two parent education contacts each year. The contractor shall conduct a minimum of 3 environmental strategies each year to address the culture and overall wellbeing of the community at large. The contractor shall ensure that pre and post surveys are conducted in the participating schools at the beginning and end of each school year, and the schools (listed below) shall participate in the 2015 Youth Risk Behavior Survey.

Area served: Middle School Students, High School Students and the communities served by:

Merrimack Valley High School
Merrimack Valley Middle School
Pittsfield Elementary School
Pittsfield Middle/High School.
Woodsville High School
Groveton High School
White Mountain Regional High School
Hampton Academy
Seabrook Middle School
Nute Middle/High School and Library.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 8, 2013
Page 3 of 3

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework Partnership for Success II grant.

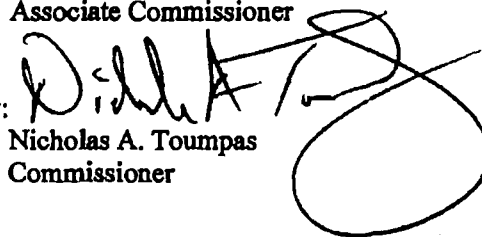
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

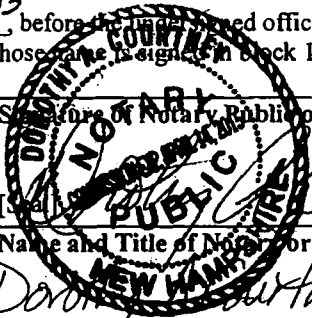
Subject: NH Strategic Prevention Framework Partnership for Success II

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Seacoast Youth Services		1.4 Contractor Address 867 Lafayette Road Seabrook, NH 03874	
1.5 Contractor Phone Number 603-474-3332	1.6 Account Number	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 200,627.41
1.9 Contracting Officer for State Agency Jessica Blais, Chief of Prevention and Education Services		1.10 State Agency Telephone Number (603) 271-6112	
1.11 Contractor Signature <i>Victor Maloney</i>		1.12 Name and Title of Contractor Signatory <i>Victor Maloney Executive Director</i>	
1.13 Acknowledgement: State of _____, County of _____ On <u>6/5/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Dorinda Courtney Assistant Branch Manager</i>			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory <i>NANCY ROLLS ASSOC. COMMISSIONER</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Kenneth P. Henrick, Attorney</i> On: <i>7 JUN. 2013</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**New Hampshire Department of Health and Human Services
Student Assistance Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #6 to the
Student Assistance Program**

This 6th Amendment to the Student Assistance Program formally known as the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment Six") 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 Second Start, (hereinafter referred to as "the Contractor"), with a place of business at 17 Knight Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #135A, and amended June 18, 2014, Item #102, March 27, 2015 by Attorney General approval, June 24, 2015, Item #18, October 7, 2015, Item #20, and July 20, 2016 by Departmental approval, 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 \$382,312.
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.

JS
8/16/16



**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

8/20/16
Date

[Signature]
Name: Katja S. Fox
Title: Director

Second Start

August 16, 2016
Date

[Signature]
Name: James B. Snodgrass
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 8/16/2016, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Dorothy Fournier Office Manager
Name and Title of Notary or Justice of the Peace

Commission Expires: 8/22/2017



Second Start

Amendment #6

Page 2 of 3

Contractor Initials: [Signature]
Date: 8/16/16

**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

9/4/14
Date

[Signature]
Name: Megan A. [Signature]
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [Signature]
Date: 8/16/16



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 Merrimack Valley and Pittsfield High Schools, the Merrimack Valley and Pittsfield Middle Schools, Pittsfield Elementary 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



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.

[Handwritten Signature]
8/16/16



- 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.

[Handwritten Signature]
8/16/16



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:

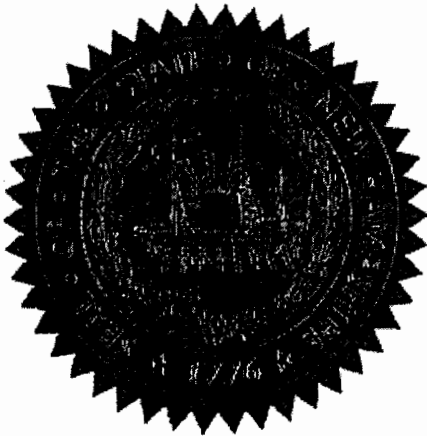
Attn: Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301-3857
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
7. A final payment request shall 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.

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8/16/10

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SECOND START is a New Hampshire nonprofit corporation formed September 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I Dodd S. Griffith, do hereby certify that:

1. I am a duly elected Officer of Second Start
2. The following is a true copy of the resolution duly adopted by the Executive Committee of the Board of Directors of the Agency duly held on August 16, 2016

RESOLVED: That the Executive Director of Second Start

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16th day of August, 2016
4. James Snodgrass is the duly elected Executive Director of the Agency.

Dodd S. Griffith, Vice President

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 16th day of August, 2016,

By Dodd S. Griffith, Vice President

Rhonda Davignon

Commission Expires. **RHONDA E. DAVIGNON, Notary Public**
State of New Hampshire
My Commission Expires **January 27, 2021**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425 INSURED Second Start 17 Knight Street Concord NH 03301	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Great American Ins Group INSURER B: AmTrust INSURER C: United States Fire Insurance Co. INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2015-2016 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PAC4067426-00	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAP4067427	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB4067428-00	12/31/2015	12/31/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	TWC3518387	1/1/2016	1/1/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Accident Policy		US161713	12/31/2015	12/31/2016	Medical Payments Limit \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Co. A: Computer Fraud and Funds Transfer Fraud Policy PAC4067426 12/31/2015 to 12/31/2016 \$650,000 limit, \$3,000 Deductible

Co. A: Employee Dishonesty PAC4067426
 12/31/2015 to 12/31/2016 Per occurrence \$325,000 limit, \$3,000 deductible

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street, 4th floor Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT
--	--

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Mission Statement

Adopted 6/19/00

Second Start is committed to improving the economic and educational well being of New Hampshire residents. Our goal is to help people become more productive workers, family members and community citizens.

We provide supportive, affordable and effective educational programs including but not limited to: Adult Basic Education, Job Training and Career Counseling, Education and Training for at-risk Youth, and Child Care Services.

SECOND START

AUDITED FINANCIAL STATEMENTS

***FOR THE YEARS ENDED
JUNE 30, 2015 AND 2014***

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Combining Schedule of Support and Revenues, Expenses and Changes in Net Assets 2014	15

Six Bicentennial Square, Concord, New Hampshire 03301
603.224.2000 603.224.2613



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Second Start
Concord, New Hampshire

We have audited the accompanying financial statements of Second Start (a nonprofit organization) which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Second Start as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Second Start's 2014 financial statements, and our report dated August 23, 2014, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material aspects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The combining schedules of support and revenues, expenses and changes in net assets on pages 14 and 15 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Very truly yours,

Mason + Rich, P.A.

MASON + RICH PROFESSIONAL ASSOCIATION
Certified Public Accountants

September 30, 2015

SECOND START
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014

ASSETS

	2015	2014
CURRENT ASSETS		
Cash	\$ 199,296	\$ 63,148
Accounts Receivable	20,789	33,402
Grants Receivable	95,345	182,252
Unconditional Promises to Give	51,967	-
Prepaid Expenses	85,258	14,639
Security Deposits	-	2,530
Total Current Assets	452,655	295,971
PROPERTY AND EQUIPMENT		
Property and Equipment	2,988,405	2,952,383
Less Accumulated Depreciation	(1,662,300)	(1,565,408)
Net Property and Equipment	1,326,105	1,386,975
TOTAL ASSETS	\$ 1,778,760	\$ 1,682,946

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ -	\$ 1,542
Accounts Payable	24,840	24,442
Accrued Expenses	184,970	176,836
Deferred Revenue	10,474	5,268
Total Current Liabilities	220,284	208,088
TOTAL LIABILITIES	220,284	208,088
NET ASSETS		
Unrestricted		
Board-Designated	50,000	50,000
Undesignated	1,431,066	1,387,258
Temporarily Restricted	77,410	37,600
TOTAL NET ASSETS	1,558,476	1,474,858
TOTAL LIABILITIES AND NET ASSETS	\$ 1,778,760	\$ 1,682,946

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	Unrestricted	Temporarily Restricted	2015	2014
SUPPORT AND REVENUES				
Contributions	\$ 35,090	\$ -	\$ 35,090	\$ 27,900
United Way	8,207	51,967	60,174	52,268
Fees from Governmental Agencies	814,387	-	814,387	735,446
Grants from Governmental Agencies	943,249	-	943,249	951,305
Grants - Private	30,000	-	30,000	11,000
Private Fees	825,343	30,000	855,343	846,380
Miscellaneous	54,476	-	54,476	13,694
Total Support and Revenues	<u>2,710,752</u>	<u>81,967</u>	<u>2,792,719</u>	<u>2,637,993</u>
NET ASSETS RELEASED FROM RESTRICTIONS				
Expiration of Program Restrictions	42,157	(42,157)	-	-
EXPENSES				
Program Services				
Instruction and Student Activities	1,830,160	-	1,830,160	1,761,831
Staff Development and Professional Fees	187,984	-	187,984	202,647
Other Program Costs	187,974	-	187,974	177,159
Occupancy	80,948	-	80,948	74,019
Direct Depreciation	74,709	-	74,709	78,708
Total Program Services	<u>2,361,775</u>	<u>-</u>	<u>2,361,775</u>	<u>2,294,364</u>
Support Services				
General Administrative	347,326	-	347,326	327,189
Total Support Services	<u>347,326</u>	<u>-</u>	<u>347,326</u>	<u>327,189</u>
Total Expenses	<u>2,709,101</u>	<u>-</u>	<u>2,709,101</u>	<u>2,621,553</u>
CHANGES IN NET ASSETS				
Net Assets, Beginning of Year	43,808	39,810	83,618	16,440
	<u>1,437,258</u>	<u>37,600</u>	<u>1,474,858</u>	<u>1,458,418</u>
Net Assets, End of Year	<u>\$ 1,481,066</u>	<u>\$ 77,410</u>	<u>\$ 1,558,476</u>	<u>\$ 1,474,858</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START
STATEMENTS OF CASH FLOWS
FOR YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in Net Assets	\$ 83,618	\$ 16,440
Adjustments to Reconcile Change in Net Assets to Net		
Cash Provided by (Used in) Operating Activities:		
Depreciation	99,930	106,244
(Increase) Decrease in Operating Assets:		
Accounts Receivable	12,613	31,466
Grants Receivable	86,907	(59,878)
Pledges Receivable	(51,966)	-
Prepaid Expenses	(70,619)	(1,946)
Security Deposits	2,530	600
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	398	10,491
Accrued Expenses	8,134	8,705
Deferred Revenue	5,206	2,115
Total Adjustments	<u>93,133</u>	<u>97,797</u>
<i>Net Cash Provided by Operating Activities</i>	<u>176,751</u>	<u>114,237</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(39,061)</u>	<u>(82,508)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of Long-Term Debt	<u>(1,542)</u>	<u>(9,096)</u>
 NET INCREASE (DECREASE) IN CASH		
	136,148	22,633
<i>Cash, Beginning of Year</i>	<u>63,148</u>	<u>40,515</u>
<i>Cash, End of Year</i>	<u>\$ 199,296</u>	<u>\$ 63,148</u>
 Supplemental Disclosure of Cash Flow Information		
Cash Paid During the Year For:		
Interest	<u>\$ 88</u>	<u>\$ 1,408</u>

The Accompanying Notes are an Integral Part of These Financial Statements

SECOND START

NOTES TO THE FINANCIAL STATEMENTS

A | NATURE OF ACTIVITIES

Second Start (the Organization) is a private nonprofit education corporation which has been in existence since 1970. Second Start is committed to improving the economic and educational wellbeing of New Hampshire residents. Its goal is to help people become more productive workers, family members and community citizens. Within these opportunities, the Organization offers a variety of programs, each serving participants in ways that meet their needs.

The programs available at Second Start are as follows:

Special Education – The Special Education Program was established in 1979 and accounts for the proceeds of an education program that serves special needs students ages 14-21 from local school districts in the greater Concord area.

Transitional Employment Training Program (TET) – The TET Program was established in 1984 and accounts for proceeds and expenses used to provide a vocationally oriented program designed to develop positive work attitudes and behaviors for adolescents.

Alternative High School – The Alternative High School Program was established in 1976 and accounts for the proceeds and expenses of an alternative academic program for adolescents previously unsuccessful in public high school programs. Students are not coded special education.

Student Assistance Program (SAP) – The Student Assistance Program was started in 1984. The Student Assistance Program is a drug education, prevention and early identification program designed for public school students. The program accounts for the proceeds and expenses associated with the student assistance services for the local school districts as well as programs for the Organization's Alternative High School and special education students.

Adult Basic Education (ABE) – The Adult Basic Education Program was established in 1971 and accounts for the proceeds and expenses for providing remedial academic programs for adults from the most basic levels through preparation for the High School Equivalency Exam (HiSET) as well as English as a second language classes. The program also includes academic and vocational counseling for students. The program includes fees and expenses for providing HiSET Testing services and statewide staff development for ABE teachers.

Adult Learner Services (ALS) – The Adult Learner Services Program, formerly the Adult Tutorial Program, was established in 1983 and accounts for proceeds and expenses used to help adults increase their reading and math skills through the aid of tutors. This program also includes services to foreign-speaking and refugee students to increase their English skills.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

Day Care Program – The Day Care Program was established in 1973 and accounts for proceeds and expenses used to care for children (ages 6 weeks to 12 years) of the Organization’s students and the general community while their parents are in classes, training programs or working during the day. This program also includes services to protective custody referrals from the NH Department of Health and Human Services.

Welcoming Concord – The Welcoming Concord program was established in 2015 and accounts for proceeds and expenses used to increase social inclusion and integration of immigrants and refugees in targeted NH communities.

B | SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. The Organization had no cash equivalents at June 30, 2015 and 2014.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts to be delinquent based on the date of unpaid invoices. Past due receivables are written off at management’s discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because of the effects of the direct write off method approximate those of the allowance method. All accounts are considered to be collectible. The Organization does not accrue interest on accounts receivable.

Grants Receivable

Grants receivable are amounts due for reimbursement from various grant agencies. No allowance is recorded because all amounts are expected to be fully reimbursed by the federal and state governments. Interest is not allowed and is not accrued on any grants receivable balances.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

Promises to Give

Promises to give are stated at the amount management expects to collect from outstanding balances. Management evaluates the collectability of customer accounts by considering factors such as historical experience, the age of the promise to give, and current economic conditions that may affect a customer's ability to pay. Past due promises to give are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United States because the effects of the direct write off method approximate those of the allowance method. The Organization does not charge interest on promises to give.

Property and Equipment

The Organization's policy is to capitalize individual purchases, renewals and betterments in excess of \$500. Maintenance, repairs and minor renewals are charged to expense as incurred. Periodically, management evaluates property and equipment for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the statement of income. These items are depreciated using the straight-line method over their estimated useful lives as follows:

Furniture and Equipment	5 years
Leasehold Improvements	5 - 30 years
Building	40 years

Contributions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

Net Assets

The Organization is required to report information regarding its financial position and activities according to classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. Descriptions of the net asset categories included in the Organization's financial statements are as follows:

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2015 and 2014.

Donated Materials and Services

Contributed property and equipment is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

Contributions of donated noncash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, that are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

There were no donated materials and services at June 30, 2015 and 2014.

Tax Status

The Organization is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. *Accounting for Uncertainty in Income Taxes* did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2012, 2013, and 2014 are subject to examination by the IRS, generally for three years after they are filed.

Functional Allocation of Expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function. The remaining expenses are specifically allocated whenever practical or are allocated based on space utilization.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

C | CONCENTRATION OF RISK

The Organization maintains cash balances at various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at most institutions or collateralized by short-term investments. There was no amount of cash uninsured or uncollateralized as of June 30, 2015 and 2014.

D | ACCOUNTS RECEIVABLE

Accounts receivable consist of amounts due from Daycare I and II, and revenues due from various school districts for the Alternative High School program.

E | PROPERTY AND EQUIPMENT

For the years ended June 30, 2015 and 2014 the balance in property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Building and Improvements	\$ 1,249,601	\$ 1,241,848
Leasehold Improvements	916,644	907,693
Land	210,000	210,000
Furniture and Equipment	<u>612,160</u>	<u>592,842</u>
Total	2,988,405	2,952,383
Less Accumulated Depreciation	<u>(1,662,300)</u>	<u>(1,565,408)</u>
Total Property and Equipment, Net	<u>\$ 1,326,105</u>	<u>\$ 1,386,975</u>

The Organization has use of computers and equipment which are the property of State and Federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense amounted to \$99,930 and \$106,244 for the years ended June 30, 2015 and 2014, respectively.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

F | COMMITMENTS AND CONTINGENCIES

Energy Efficiency Initiative

In fiscal year 2010, the Organization began an initiative to improve the energy efficiency of both 450 North State Street and the 17 Knight Street building in Concord, New Hampshire. The initiative includes energy improvements, including insulation, new windows, new daycare ceilings, ventilation and lighting, boiler replacement, conversion to electronic thermostats, and appliance replacement at an estimated total cost of \$681,265.

Financial support for the energy efficiency initiative included a Community Development Finance Authority (CDFA) grant of \$343,000. Additional funding was obtained from a Community Development Block Grant (CDBG) in the amount of \$313,265 through the city of Concord, New Hampshire and \$15,000 in cash donations. These grants were completed in 2011. Both grants are restricted to the Organization's energy efficiency initiative. Additionally, in the event the Organization ceases to use the buildings in providing services to low to moderate income populations, both grants will require repayment of a portion of the proceeds. This contingency continues through 2020 and 2030 for the CDFA and CDBG grants, respectively.

Grant Compliance

The Organization received funds under various grants. Under the terms of the grants the Organization is required to use the funds within a certain period and for purposes specified by governing laws and regulations. If expenditures were found not to have been made in compliance with laws and regulations, the Organization might be required to repay the funds.

Contingencies

The Organization purchased the Garrison School Building in West Concord from the Concord School District with an interest-free loan of \$210,000 payable over twenty-five (25) years. Payments started at \$4,800 and increased \$300 each year thereafter. At the end of the loan, Concord School District has an option to repurchase the property. Imputed interest of 4% is being calculated on the loan as of June 30, 1996 and the remaining balance of the interest contribution is being reported in temporary restricted net assets. The loan was repaid as of June 30, 2013 and the City has released the option to repurchase the property as of June 30, 2014.

G | LINE OF CREDIT

The Organization maintains a revolving line of credit agreement with Bank of New Hampshire in the amount of \$600,000, at 0.50% over the Wall Street Journal prime rate, which was 3.75% at June 30, 2015 and 2014. The agreement is collateralized by all business assets of the Organization. The organization had no outstanding balance on the line of credit as of June 30, 2015 and 2014.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

H | LONG-TERM DEBT

The Organization's long-term debt consists of the following for the years ended June 30:

	2015	2014
Note payable to the City of Concord, due in monthly installments of \$744, including principal and interest at 3%, payable over 5 years and secured by property.	\$ -	\$ 1,542
Less Current Portion	-	(1,542)
Long-Term Debt Net of Current	\$ -	\$ -

Interest expense was \$88 and \$1,408 for the years ended June 30, 2015 and 2014, respectively.

I | LEASE AGREEMENTS

The Organization has entered into a long-term lease agreement for property located at 450 North State Street whereby the Organization has use of the building in return for its upkeep and maintenance. The improvements were capitalized with a five or twenty-year depreciable life. Depreciation expense was \$12,418 and \$11,526 for the years ended June 30, 2015 and 2014, respectively.

J | NET ASSETS

Temporarily restricted net assets consisted of United Way funding for 2016 in the amount of \$51,967 and other small private grants of \$25,443 at June 30, 2015. Temporarily restricted net assets consisted of United Way funding for 2015 in the amount of \$31,500 and other small private grants of \$6,100 at June 30, 2014.

K | BOARD-DESIGNATED NET ASSETS

Board-designated net assets are designated for capital and other repairs and maintenance projects.

L | IN-KIND CONTRIBUTIONS

Many members and other persons have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

(Continued on next page)

SECOND START
NOTES TO THE FINANCIAL STATEMENTS

M | RETIREMENT PLAN

At date of employment with the Organization, all full-time and part-time employees over twenty-one years of age and working more than 1,000 hours per year may contribute a portion of their wages to an Internal Revenue Code Section 403(b) retirement plan. The Organization may contribute to the employee's retirement fund at the Board's discretion. There were no contributions paid by the Organization for the year ended June 30, 2015 and 2014.

N | SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 30, 2015, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. Second Start did not identify any subsequent events that would require disclosure in the financial statements.

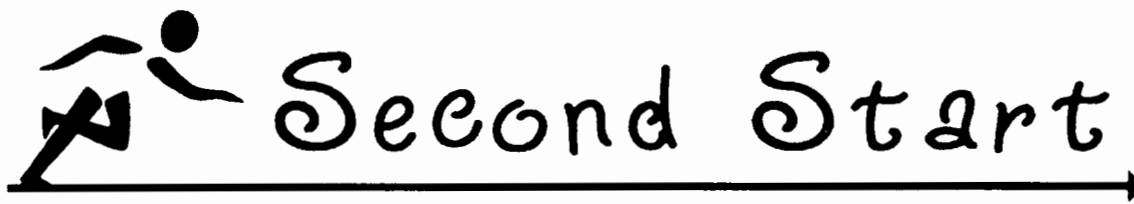
SECOND START
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2015

	General & Building	Special Education	T.E.T. Program	Alternative High School	Student Assistance	Adult Basic Education	Adult Learner	Welcoming Concord	Daycare	Total
SUPPORT AND REVENUES										
Contributions	\$ 5,101	\$ -	\$ -	\$ 26,048	\$ -	\$ -	\$ 161	\$ -	\$ 3,780	\$ 35,090
United Way	-	-	-	9,135	-	28,666	2,900	-	19,473	60,174
Fees from Governmental Agencies	-	271,318	145,218	195,652	139,026	63,173	-	-	-	814,387
Grants from Governmental Agencies	-	-	-	-	79,883	534,195	106,402	-	222,769	943,249
Grants-Private	-	-	-	-	-	-	-	30,000	-	30,000
Private Fees	-	-	-	-	-	-	-	-	855,343	855,343
Miscellaneous	36,578	2,144	-	513	-	13,003	260	-	1,978	54,476
Total Support and Revenues	41,679	273,462	145,218	231,348	218,909	639,037	109,723	30,000	1,103,343	2,792,719
EXPENSES										
Program Services										
Instruction and Student Activities	6,649	230,841	78,420	147,970	179,085	323,148	74,552	2,329	787,166	1,830,160
Staff Development and Professional Fees	147	2,192	538	867	1,814	174,760	805	2,100	4,761	187,984
Other Program Costs	9,661	18,324	18,537	13,876	4,923	31,448	9,782	128	81,295	187,974
Occupancy	-	7,352	2,888	7,356	986	19,375	6,992	0	35,999	80,948
Direct Depreciation	-	12,094	2,306	7,058	404	13,553	4,782	0	34,512	74,709
Total Program Services	16,457	270,803	102,689	177,127	187,212	562,284	96,913	4,557	943,733	2,361,775
Support Services										
General Administrative	-	41,471	16,221	25,772	17,992	89,749	14,657	0	141,464	347,326
Total Support Services	-	41,471	16,221	25,772	17,992	89,749	14,657	0	141,464	347,326
Total Expenses	16,457	312,274	118,910	202,899	205,204	652,033	111,570	4,557	1,085,197	2,709,101
Excess (Deficiency) of Support and Revenues Over Expenses	25,222	(58,812)	26,308	28,449	13,705	(12,996)	(1,847)	25,443	18,146	83,618
Net Assets, Beginning of Year	969,607	(515,475)	21,026	507,762	(4,534)	123,779	(56,365)	-	429,079	1,474,858
Net Assets, End of Year	\$ 994,829	\$ (554,287)	\$ 47,334	\$ 536,211	\$ 9,151	\$ 110,783	\$ (58,212)	\$ 25,443	\$ 447,225	\$ 1,558,476

See Independent Auditor's Report

SECOND START
COMBINING SCHEDULE OF SUPPORT AND REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2014

	<u>General & Building</u>	<u>Special Education</u>	<u>T.E.T. Program</u>	<u>Alternative High School</u>	<u>Student Assistance</u>	<u>Adult Basic Education</u>	<u>Adult Learner</u>	<u>Daycare</u>	<u>Total</u>
SUPPORT AND REVENUES									
Contributions	\$ 4,958	\$ -	\$ -	\$ 18,649	\$ -	\$ 4,093	\$ 150	\$ 50	\$ 27,900
United Way	-	-	-	8,389	-	24,135	2,027	17,717	52,268
Fees from Governmental Agencies	-	283,694	111,163	192,208	71,858	76,523	-	-	735,446
Grants from Governmental Agencies	-	-	-	-	52,798	551,501	104,415	242,591	951,305
Grants-Private	-	-	-	-	-	11,000	-	-	11,000
Private Fees	-	-	-	-	-	-	-	846,380	846,380
Miscellaneous	5,309	-	-	737	680	3,166	40	3,762	13,694
Total Support and Revenues	10,267	283,694	111,163	219,983	125,336	670,418	106,632	1,110,500	2,637,993
EXPENSES									
Program Services									
Instruction and Student Activities	6,391	223,926	80,263	135,982	118,383	331,909	72,541	792,436	1,761,831
Staff Development and Professional Fees	315	2,640	437	1,115	2,581	191,169	732	3,658	202,647
Other Program Costs	3,511	18,285	15,419	14,760	7,010	32,173	10,124	75,877	177,159
Occupancy	-	7,210	2,805	7,210	960	16,368	6,370	33,096	74,019
Direct Depreciation	-	12,782	2,633	7,155	482	17,111	5,247	33,298	78,708
Total Program Services	10,217	264,843	101,557	166,222	129,416	588,730	95,014	938,365	2,294,364
Support Services									
General Administrative	198	38,814	16,775	26,061	10,333	92,048	13,701	129,259	327,189
Total Support Services	198	38,814	16,775	26,061	10,333	92,048	13,701	129,259	327,189
Total Expenses	10,415	303,657	118,332	192,283	139,749	680,778	108,715	1,067,624	2,621,553
Excess (Deficiency) of Support and Revenues Over Expenses	(148)	(19,963)	(7,169)	27,700	(14,413)	(10,360)	(2,083)	42,876	16,440
Net Assets, Beginning of Year	969,755	(495,512)	28,195	480,062	9,859	134,139	(54,282)	386,203	1,458,418
Net Assets, End of Year	\$ 969,607	\$ (515,475)	\$ 21,026	\$ 507,762	\$ (4,554)	\$ 123,779	\$ (56,365)	\$ 429,079	\$ 1,474,858



www.second-start.org

17 Knight Street
Concord, NH 03301
603-228-1341

Adult Basic Education

Adult Learner Services
Tutorial Program

High School
Equivalency Testing
Center

English for Speakers
of other Languages

First Start Children's
Center

450 North State Street
Concord, NH 03301
603-225-3318

The Alternative
High School

Consulting Services

Student Assistance
Program

Transitional Employment
and Training

Second Start Board of Directors

Deb Shea

Dodd Griffith

George Pangakis

Matt Nadeau

Frank Lemay

Helmut Koch

Will Brunkhorst

Tom Painchaud

Maria del Mar Acebron

Becky Schaefer

Valerie Koch

Andrew Grosvenor

Carolyn Mallon

President

Member since 2009

Vice President

Member since 2014

Secretary

Member since 2012

Treasurer

Member since 2012

Member since 2005

Member since 2008

Member since 2008

Member since 2012

Member since 2012

Member since 2015

Member since 2016

Member since 2016

Member since 2016



A United Way Agency

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Second Start

Name of Contract: NH Strategic Prevention Framework Partnership for Success II

BUDGET PERIOD: FISCAL YEAR 2017-2018			PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NAME	JOB TITLE	SALARY		
James Snodgrass	Executive Director	\$81,432	0.00%	\$0.00
Bill Mealey	Director of Adolescent Services	\$51,675	0.00%	\$0.00
Kim Haley	SAP Supervisor	\$46,410	10.00%	\$4,641.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$4,641.00

BUDGET PERIOD: FISCAL YEAR 2017-2018			PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
NAME	JOB TITLE	SALARY		
James Snodgrass	Executive Director	\$108,576	0.00%	\$0.00
Bill Mealey	Director of Adolescent Services	\$68,900	0.00%	\$0.00
Kim Haley	SAP Supervisor	\$61,490	17.00%	\$10,453.30
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$10,453.30

JAMES B. SNODGRASS

EMPLOYMENT

05/75 to Present Executive Director
Second Start, Concord, NH

09/74 to 05/75 Resident Counselor
Franklin Pierce College,
Rindge, NH

01/72 to 06/73 Teacher
Services for Education and
Rehabilitation in Addiction
1065 University Avenue
Bronx, NY

EDUCATION

1973 to 1974 Antioch Graduate School, 1 Elm Street, Keene,
NH, M. Ed. Administration

Assistant to Director of Admissions and Work
Study Coordinator

1967 to 1971 Miami University, Oxford, Ohio
B.S. in Education, Major in Political Science

CERTIFICATION

Social Studies Teacher, Grades 7-12, State of New Hampshire

Administration and Supervision, State of New Hampshire

REFERENCES

Available on Request

William P. Mealey

EDUCATION:

C.A.G.S. School Leadership, Plymouth State University, expected summer 2016

M.Ed. Special Education, Rivier College, 2006

B.A. Psychology, University of New Hampshire, 2001

TEACHER CERTIFICATION:

NH K-12 Certificate, May 2015

NH Experienced Educator Certificate (EEC), General Special Education (1900)

Highly Qualified Teacher status (HQT) K-12 Mathematics

PROFESSIONAL EXPERIENCE:

Timberland Regional School District <i>Academic Dean- Attendance/Student services</i>	July 2013-2016
Timberland Regional High School <i>Teacher Leader, Special Education Department, 2010-2013</i> <i>GED/HiSET- Option Teacher, 2011-2014</i> <i>Transition and Alternative Ed Prog Coordinator, 2008-2013</i> <i>Case Coordinator for Students with LD, 2002-2008</i> <i>Summer Discovery Director (ESY for ED students) 2002-2013</i>	August 2002-June 2013
Iber Holmes Gove Middle School (Raymond)	August 2001-June 2002
Timberland Regional High School	August 1998-June 2000
Harbor Schools and Family Services	August 1997-August 1998

REFERENCES:

Available on Request

Kimberly B. Haley, MSW, LADAC

EMPLOYMENT

08/06 to Present	<u>Student Assistance Program Coordinator</u> Second Start, Concord NH
08/88 to 08/06	<u>Student Assistance Program Counselor</u> Second Start, Concord, NH
09/97-1998	<u>MSW Intern</u> NH Catholic Charities, Laconia, NH
09/86-10/87	<u>Youth Counselor at Anna Philbrook Ctr.</u> NH Department of Health & Human Services, Division for Children, Youth & Families, Concord, NH
Expires 09/14 Expires 12/13	<u>Certifications</u> Certified Prevention Specialist New Hampshire Master Licensed Alcohol and Drug Abuse Counselor (MLADAC)

EDUCATION

1986	Bachelor of Science Degree in Home Economics, Keene State College, Keene, NH
1999	University of New Hampshire, Durham, NH Masters in Social Work

REFERENCES

Available on Request



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

DHHS APPROVED
Date: 7/20/16
Item # DA

July 12, 2016

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 Behavioral Health, Bureau of Drug and Alcohol Services and Second Start, (Vendor #177224-B002), 17 Knight Street, Concord, NH 03301. The Contractor provides Evidence Based Student Assistance Programing to reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. This contractor requested adjustments to line item amounts within the State Fiscal Year 2015 budget, within the price limitation, to realign the budget expenditures.

The Governor and Executive Council approved (unless otherwise stated) the original agreement on June 19, 2013, (Item # 135A) and subsequent amendments on June 18, 2014 (Item #102), March 27, 2015 (by the Attorney General), June 24, 2015 (Item #18), October 7, 2015 (Item #20). 100% Federal Funds.

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 in accordance with the following language in Exhibit B Amendment #1, paragraph 1 in the contract amendment approved on June 18, 2014, (Item #102) that reads:

Notwithstanding paragraph 18 of the P-37, an amendment limited to the Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council. Requests to transfer funds will not be accepted after June 20th of each contract year.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

Second Start has requested a budget revision for the following reason: the Contractor did not expend as much in dental and liability insurance as budgeted in State Fiscal Year 2016. Additionally, the Contractor's staff persons were unable to attend as many professional development trainings as

budgeted due to time constraints in delivering services within the schools. Subsequently, the Contractor would like to use the unexpended funds in State Fiscal Year 2017 to meet the increased demands of supervision for new staff as well as supervision needed for increasingly more complex issues within the schools that students are facing. This will require the supervisor to work additional hours to train new staff and manage the activities at the schools. The Department supports this request.

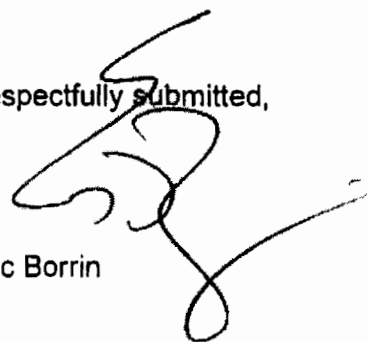
Area Served: Merrimack Valley Middle School and High School, Pittsfield Middle School and High School.

Source of Funds: 100% Federal Funds from the United States Health and Human Services, Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Eric Borrin

A handwritten signature in black ink, appearing to read "Eric Borrin", is written over the typed name. The signature is stylized and cursive.



State of New Hampshire
Department of Health and Human Services
Amendment #5 to the NH Strategic Prevention Framework Partnership for Success Contract

This fifth Amendment to the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment #5") dated July 12, 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 Second Start, (hereinafter referred to as "the Contractor"), with a place of business at 17 Knight Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement 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 the Governor and Executive Council on June 18, 2014 (Item #102), Amended by an Agreement (Amendment #2 to the Contract) approved by the Attorney General on March 27, 2015, Amended by an Agreement (Amendment #3 to the Contract) approved by the Governor and Executive Council on June 24, 2015 (Item #18), and Amended by an Agreement (Amendment #4 to the Contract) approved by the Governor and Executive Council on October 7, 2015 (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and


WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, 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 budget amounts between State Fiscal Years 2016 and 2017, within the completion date.

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 #5, 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-3 Amendment #1, and replace with Exhibit B-3 Amendment #2.
3. Delete in its entirety Exhibit B-4 and replace with Exhibit B-4 Amendment #1.

Contractor Initials: 
Date: 7/14/16



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

7/20/16
Date

[Signature]
Katja S. Fox
Director

Second Start

July 14, 2016
Date

[Signature]
NAME JAMES B. SMOLAGARIS
TITLE EXECUTIVE DIRECTOR

Acknowledgement:

State of New Hampshire, County of Merrimack on July 14, 2016 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Dorothy Fournier
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/22/17



Contractor Initials: [Signature]
Date: 7/19/16



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

7/20/16

Date

Name: [Signature]
Title: Deputy Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____ Date

_____ Name:
Title:

Contractor Initials: [Signature]
Date: 7/14/16



Nicholas A. Toumpas
Commissioner

Kathleen Dunn
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

Bureau of Drug and Alcohol Services

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

*RV
20*

G+C Approved

*10 7-15
Item # 20*

August 27, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments with the vendors identified in the table 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 \$22,004 from \$918,728.29 to an amount not to exceed \$940,732.29, effective upon the date of Governor and Executive Council approval, through September 30, 2016. There is no change to the completion date. 100% Federal funds.

These Agreements were originally approved by the Governor and Executive Council on June 19, 2013 (Item #135A) and Amended on June 8, 2014, (Items #102 and #103), and June 24, 2015 (Item #18). Additionally, single amendments to the Agreements were approved by the Attorney General Office on August 13, 2014, March 27, 2015, and April 6, 2015, and June 22, 2015. 100% Federal Funds.

Vendor	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
North Country Health Consortium	Littleton	\$416,100.88	\$11,796.00	\$427,896.88
Seacoast Youth Services, Inc.	Seabrook	\$300,627.41	\$0.00	\$300,627.41
Second Start	Concord	\$202,000.00	\$10,208.00	\$212,208.00
	Grand Total	\$918,728.29	\$22,004.00	\$940,732.29

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2016 and State Fiscal Year 2017 upon availability and continued appropriation of funds in the future operating budget, 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.

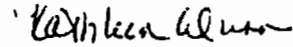
Please See Attached Financial Details

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 3 of 3

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



State of New Hampshire
Department of Health and Human Services
Amendment #4 to the NH Strategic Prevention Framework Partnership for Success Contract

This fourth Amendment to the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment #4") dated August 20, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Second Start, (hereinafter referred to as "the Contractor"), with a place of business at 17 Knight Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement 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 the Governor and Executive Council on June 18, 2014 (Item #102), Amended by an Agreement (Amendment #2 to the Contract) approved by the Attorney General on March 27, 2015, and Amended by an Agreement (Amendment #3 to the Contract) approved by the Governor and Executive Council on June 24, 2015 (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Department agree to adjust budget amounts between State Fiscal Years 2015 and 2016 and increase the price limitation, within the completion date.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$212,208.
3. Delete in its entirety Exhibit B-1 Amendment #2, and replace with Exhibit B-1 Amendment #3.
4. Delete in its entirety Exhibit B-3 and replace with Exhibit B-3 Amendment #1.



New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/27/15
Date

Kathleen A. Dunn
Kathleen A. Dunn, MPH
Associate Commissioner

Second Start

August 24, 2015
Date

Francis B. Hodgson
NAME
TITLE Executive Director

Acknowledgement:

State of NH, County of Merrimack on 8/24/2015, 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.

Dorothy Fournier
Signature of Notary Public or Justice of the Peace

Dorothy Fournier - Office Manager
Name and Title of Notary or Justice of the Peace

My Commission Expires: Aug 22, 2017



Contractor Initials: mas
Date: 8/27/15



**New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 9/13/15

Name: Megan A. L. [unclear]
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

Contractor Initials: [Signature]
Date: 8/24/15

18



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn
Associate Commissioner

G&C APPROVED
Date: 6/24/15
Item # 18

June 9, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug and Alcohol Services, to enter into **sole source** amendments with seven (7) vendors, for the continued provision of Student Assistance Programing to address underage drinking and prescription drug misuse and abuse among individuals age twelve (12) to eighteen (18) years old, by increasing the price limitation by \$686,916.00 from \$1,469,534.69 to an amount not to exceed \$2,156,450.69, and by extending the completion date from June 30, 2015 through September 30, 2016, effective July 1, 2015, or the date of Governor and Executive Council approval, whichever is later. 100% Federal funds.

Three of these Agreements were originally approved by the Governor and Executive Council on December 3, 2014, Item #23, three on June 19, 2013, Item #135A, and one on August 14, 2013, Item #43. Three were amended and approved by the Governor and Executive Council on June 8, 2014, Item #102 and Item #103. Also, single amendments were approved by the Attorney General on August 13, 2014, March 27, 2015, and April 6, 2015.

Vendor	Location	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SAU #9 – Conway School District	North Conway	100,000.00	100,000.00	200,000.00
SAU #43 – Newport School District	Newport	60,000.00	60,000.00	120,000.00
Sanborn Regional School District	Kingston	100,000.00	100,000.00	200,000.00
North Country Health Consortium	Littleton	99,840.00	0.00	99,840.00
Second Start	Concord	40,160.00	0.00	40,160.00
North Country Health Consortium	Littleton	283,686.88	132,414.00	416,100.88
Second Start	Concord	107,498.00	94,502.00	202,000.00
Seacoast Youth Services, Inc.	Seabrook	200,627.41	100,000.00	300,627.41
Milton School District	Milton	197,722.40	0.00	197,722.40
City of Portsmouth School District	Portsmouth	280,000.00	100,000.00	380,000.00
	Grand Total	\$1,469,534.69	\$686,916.00	\$2,156,450.69

Funds in the following account are anticipated to be available in State Fiscal Year 2016 and SFY 2017, upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years if needed and justified, without Governor and Executive Council approval.

Please Attached Financial Details

EXPLANATION

These Amendments are **sole source** because 1) there is no renewal language in the four Agreements with, North Country Health Consortium, the City of Portsmouth School District, Second Start, and Seacoast Youth Services; and 2) there is an additional three months extension beyond the one (1) year extension language authorized in the three Agreements with, Conway School District, Newport School District, and Sanborn Regional School District. These fifteen month extensions to the Agreements will allow the Department to continue these services through September 30, 2016 to complete the Student Assistance Programming project.

The chart above reflects ten (10) original Agreements. Two of the vendors, North Country Health Consortium and Second Start, had two contracts each for these services. In the interest of consolidation and reduction of the administrative burden for those two vendors, this Amendment combines those two contracts into one. A final request for Milton School District will be presented at an upcoming Governor and Executive Council meeting.

The purpose of these agreements are to address underage drinking and prescription drug misuse and abuse in high need populations through the administration of a Student Assistant Program. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

Approval of these Amendments will allow the Department to complete the Student Assistance Program within the Contractors' school areas. The Contractors will complete a strategic plan to continue the program after the Agreements end. The Contractor will continue to conduct alcohol and other drug screenings, individual support sessions, group support sessions, and referrals to drug and alcohol treatment providers when indicated by the screening. The Contractor will provide to students and parents targeted drug and alcohol education to improve understanding of risks associated with prescription drug and underage alcohol use as well as the developmental milestones and brain development of adolescences. The Contractor will also incorporate community level media strategies as well as other approaches shown to impact the culture and overall wellbeing of the community.

Student Assistance Programs work collaboratively with the Department and the NH Center for Excellence to collect data used for continuous quality improvement. Through the Student Assistance Program, the vendors will conduct an all school Youth Risk Behavior survey and work with the Department and the NH Center for Excellence to release survey results on a community level. The Student Assistance Program leverages the State's existing prevention system, resources and capacities to effect change in priority substance abuse areas among high need populations in the communities where those populations reside.

These vendors were selected through a competitive bid process.

Should the Governor and Executive Council decide not to approve this request, an undetermined number of students, statewide, who have drug and alcohol abuse issues will not receive the support and education during critical transitional school years. Lack of these support services

could result in higher prevalence rates of underage drinking and drug use as well as the misuse and abuse of prescription medication.

Over the past two years, the vendors have consistently and successfully met the contract deliverables on a timely basis, as determined by quarterly site visits by program staff. The following performance measures will be used to measure the effectiveness of the agreements for each participating school as follows:

- o Maintain 1 FTE Student Assistance Counselor per 1,000 students (prorated for schools with smaller populations).
- o Utilize an evidenced based screening tool for a minimum of 4 screenings within the 15 month period.
- o Ensure that the Student Assistance Counselor shall host a minimum of 4 group sessions during the 15 month period.
- o Ensure that a minimum of 6 prevention education sessions are held for students in the designated grade and a minimum of three parent education sessions per the 15 month period.
- o Conduct a minimum of 3 environmental strategies in the 15 month period to raise awareness of alcohol, tobacco, and other drug awareness and change school climate regarding those issues, and
- o Ensure that pre and post surveys are conducted at the beginning and end of the school year and shall participate in the 2017 Youth Risk Behavior Survey.


Area to be served: Schools and communities in the following cities and towns: Conway, Newport, Kingston, Berlin, Lisbon, Gorham, Jefferson, Lancaster, Whitefield, Groveton, and Woodsville, Boscawen, Loudon, Penacook, Salisbury, Webster, Pittsfield, Hampton, and Seabrook.

Source of Funds: 100% Federal funds from the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration.

In the event Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



 Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the NH Strategic Prevention Framework Partnership for Success Contract**

This third Amendment to the NH Strategic Prevention Framework Partnership for Success contract (hereinafter referred to as "Amendment #3") dated May 22, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Second Start, (hereinafter referred to as "the Contractor"), with a place of business at 17 Knight Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item # 135A, and amended on June 18, 2014, Item # 102, and on March 27, 2015 by the Attorney General's Office, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department and the Contractor agree to extend the program by fifteen (15) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$202,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, to read: (603) 271-9558.
5. Delete in its entirety, Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete in its entirety, Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
7. Add Exhibits B-3 and B-4.
8. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
9. Amend Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Period Covered by this Certification, by extending the end date to September 30, 2016.
10. Amend Standard Exhibit E, Certification Regarding Lobbying, Contract Period, by extending the end date to September 30, 2016.
11. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



**New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/15
Date

Kathleen A. Dunn
Kathleen A. Dunn, MPH
Associate Commissioner

Second Start James B. Smedley
JAMES B. SMEDLEY
NAME
TITLE EXECUTIVE DIRECTOR

June 1, 2015
Date

Acknowledgement:

State of NH, County of Merrimack on 6/1/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Sarah Hunewill, Administrative Assistant
Name and Title of Notary or Justice of the Peace

SARAH HUNEWILL, Notary Public
My Commission Expires October 3, 2017

My Commission Expires: _____



New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/10/15
Date

[Signature]
Name: Miriam A. J. [unclear]
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.

[Handwritten Signature]
Date 6/1/15



2. Minimum Standards of Core Services

A) Contractors Minimum Required Services and Performance Measures

1) Dedicated staff

The Contractor shall maintain dedicated student assistance staff that meets with the following standards:

- i) There must be one full time equivalent staff person to every 1,000 students. This can be prorated for schools serving less than 1,000 students. If the school is under 1,000 students the staff person must be available a minimum of two days per week, and cannot serve more than two buildings or campuses. The student assistance counselor must be able to obtain Certified Prevention Specialist status with in one year, and must be license eligible by the end of the second year of funding.

2) Individual Screening using and Evidence Based Screening Tool

- i) The contractor shall ensure the GAIN- Q (Global Appraisal of Individual Needs – Quick) shall be utilized to screen all referred students. Other evidence based screening tools may be substituted with the permission of the contract manager.

3) Referral as indicated by screening

- i) The contractor shall ensure students shall be referred to the appropriate community provider as indicated by the individual screening. The contractor shall work with the schools to maintain/develop a protocol for referrals to the appropriate provider by the end of year one.

4) Individual and group support sessions

- i) The contractor shall conduct Individual Support Sessions with the purpose of crisis intervention or to motivate students to participate in the Project Success groups.
- ii) The contractor shall conduct Group Support Sessions based on a Project Success social learning model, with the general purpose of the group support sessions being to help students identify and resist social and situational pressures to use substances, correct misperceptions about the prevalence and acceptability of substance use, focus on the personal consequences of use, teach and provide opportunities to practice resistance and coping skills, and identify barriers to using the skills or adopting healthy attitudes. There are ten different groups that make up the groups of the Project Success program: Newcomers Group, Senior Group, Alcohol and Other Drug Assessment Education Group, Sibling Group, Non-Users Group, Children Of Substance Abusing Parents (COSAP) Group, Parents, Peers, and Partying Group, Abuser Group, Abuser/COSAP Group, and Recovery Group. During the first session of these groups, confidentiality and boundaries are also addressed so it is clear to students what confidentiality guidelines are in place.
- iii) Both the Newcomers Group and the COSAP Group shall begin in year one of the grant, with recruitment and facilitation of the other eight groups beginning in year two.

5) Provide Parent Education

- i) The contractor shall provide parent education about prescription drug use and underage drinking and binge drinking. Topics shall include developmental information (being a teen), information about how youth access substances, and how perception of parental disapproval impacts use. The contractor can enhance these services through the parent education services already being offered at the school and local level.

6) Provide student education during transitional years

- i) The contractor shall provide prevention education services during transitional years (i.e. 7th and 9th grade). Education sessions must include topics including but not limited to: being and adolescent, alcohol, tobacco and other drug information, Family Dynamics and pressures, and skills for coping with stress and life pressure. The contractor can enhance these services through other education services already being offered at the school and local level.

7) School and community based environmental strategies.

- i) The contractor shall conduct a minimum of three school/community centered environmental strategies each year of funding. The contractor may utilize existing groups and programs to enhance and meet this requirement.

8) Enhance services through media and marketing

- i) The contractor shall enhance services through the utilization of marketing and media tools. This work shall be done in conjunction with the work being done at the state level through The Partnership for a

[Signature]
Date 6/1/15

New Hampshire Department of Health and Human Services
Strategic Prevention Framework Partnership for Success II
Exhibit A Amendment #1



Drug Free NH, the Regional Network System, and the local Drug Free Community Grantees. The contractor may utilize existing groups to enhance and meet this requirement.

- 9) Conduct regular evaluation
 - i) The contractor shall conduct an annual pre and post all school survey at the beginning and end of each school year. The contractor shall work closely with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to use this data to drive continuous quality improvement.
 - ii) . The contractor shall work with the NH Bureau of Drug and Alcohol Services and NH Center for Excellence to plan for a community level release of the 2015 Youth Risk Behavior Survey data.
- 10) Evaluate Current School Policy and move toward Best Practice School Policies.
 - i) The contractor shall conduct an assessment of the school policy by end of year one, move toward implementing best practice school policy according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment by end of year two.
- 11) Participate in the Student Assistance Learning Collaborative and other mandatory trainings.
 - i) The contractor shall attend required Learning Collaboratives and mandatory trainings.

B) Data Reporting Requirements

- 1) The Contractor must have the ability to communicate and submit required reports via e-mail.
- 2) The Contractor shall submit the following reports in formats approved and/or provided by the BDAS unit:
 - i) Contractors shall enter and complete monthly data reporting in New Hampshire Prevention Web Information Technology System (P-WITS) within twenty (20) working days of the end of the following month, e.g. July data will be entered fully by August 20th.
 - ii) The Contractor shall submit monthly expenditure reports for reimbursement of costs associated with contract activities, by the 20th business day following the month;
 - iii) Without limiting the generality of any other provisions of this agreement, the Contractor shall provide any periodic or special reports required by the State.
 - iv) Without limiting the generality of any other provisions of this agreement, the Contractor shall cooperate fully with, and answer all questions of, representatives of the State conducting any periodic or special review of the performance of the Contractor or any inspection of the facilities of the Contractor.
 - v) A completed engagement status assessment of communities within the region
 - vi) BDAS may withhold, in whole or in part, any payment for the ensuing period of the Agreement until the Contractor submits the above reports to BDAS's satisfaction, unless a waiver has been granted.

C) Quarterly Site Visits

- 1) The Contractor shall allow a team authorized by BDAS to conduct quarterly site reviews that will include Student Assistance Counselor, the Contractor or designee, Evaluator, and BDAS. This site visit will review the Contractor's systems of governance, administration, data collection and submission, clinical, and financial management in order to assure systems are adequate to provide the contracted services. The Contractor shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this contract.

D) Evidence Based Core Components

- 1) In support of the NH DHHS's, Bureau of Drug and Alcohol Services' commitment to funding evidence-based interventions to prevent and reduce alcohol and other drug problems, contractors are required to work with the NH Center for Excellence to ensure the following:
 - i) For those contractors implementing interventions from the federal registry of evidence-based practice or based on an intervention listed on such a registry, that core elements articulated within the federal registry for the intervention will be implemented with fidelity;
 - ii) For those contractors implementing interventions that are not from the federal registry of evidence-based interventions, that core elements be established through the NH Center for Excellence and that the interventions be implemented with fidelity based on the established core elements.
 - iii) For all contractors, core elements will serve as a basis for reporting, contract compliance and for determinations of efficacy based on outcomes over time.

Exhibit A Amendment #1

Contractor Initials

[Handwritten Signature]
Date 6/1/15

**New Hampshire Department of Health and Human Services
Strategic Prevention Framework Partnership for Success II
Exhibit A Amendment #1**



- 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 A Amendment #1

Page 4 of 4

Contractor Initials

Date


[Handwritten Signature]
6/1/15



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services as follows:
 - 2.1. 93.243 United States Department of Health and Human Services, Substance Abuse and mental Health Services Administration, Strategic Prevention Framework Partnership for Success II Grant
 - 2.2. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
3. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses, in accordance with Exhibit B-1 Amendment #1, Exhibit B-~~2~~³ and Exhibit B-~~3~~⁴.
4. Payment for said services shall be made as follows: The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment, limited to the budgets, Exhibit B-1 Amendment #1, Exhibit B-~~2~~³ and Exhibit B-~~3~~⁴, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council. 
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

[Handwritten Signature]
6/1/15



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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6/1/15



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Date 8/1/15



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

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6/1/15



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
8/1/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

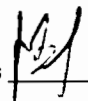
The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date



6/1/15



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Second Start

June 1, 2015
Date

James B. Sundgrass
Name
Title: JAMES B. SUNDRASS

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

JS

Date

6/1/15



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Nicholas A. Toumpas
 Commissioner

Eric D. Borrin
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9558 1-800-852-3345 Ext. 9558
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 18, 2015

Megan Yaple
 NH Department of Justice
 Office of the Attorney General
 33 Capitol Street
 Concord, New Hampshire 03301

G&C Approved

Date 3-27-15
 Item # AG Approval

Dear Attorney Yaple,

Please review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Drug and Alcohol Services and Second Start, (Vendor #177224-B002), 17 Knight Street, Concord, NH 03301. The Contractor provides Evidence Based Student Assistance Programing to reduce underage drinking among 12-18 year olds and reduce prescription drug abuse among persons 12-18 years old. This contractor requested adjustments to line item amounts within the State Fiscal Year 2015 budget, within the price limitation, to realign the budget expenditures. The Governor and Executive Council approved the original agreement on June 19, 2013 (Item #135A), and a subsequent amendments on June 18, 2014 (Item #102). This is a zero cost amendment. 100% Federal Funds.

The following language was added as Exhibit B Amendment #1, paragraph 1 in the contract amendment approved on June 18, 2014, (Item #102) that reads:

Notwithstanding paragraph 18 of the P-37, an amendment limited to the Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council. Requests to transfer funds will not be accepted after June 20th of each contract year.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

Second Start has requested a budget revision for the following reason: As a result of increased state and federal reporting requirements for the grant the Student Assistant Program Coordinator had to increase time allotted to complete these requirements and subsequently an increase in salary costs incurred. A proportional cost in fringe was also increased for the coordinator. Additional fringe costs were due to an increase in worker's compensation and unemployment. There was also an increase in the professional liability insurance for student assistant program counselors working in the schools indicated below. A reduction in marketing and staff development were made to counter the increases in other line items.

This contract was awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013 through April 12, 2013 for Strategic Prevention Framework Partnership for Success II initiative.

Area Served: Pittsfield Middle School and High School and Merrimack Valley Middle School and High School.

Source of Funds: 100% Federal Funds from the United States Health and Human Services, Substance Abuse and Mental Health Services Administration, Strategic Prevention Framework Partnership for Success.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Eric Borrin



**New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Second Start Contract**

This second Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #2") dated March 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Second Start (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 17 Knight Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 135A), and amended by an agreement (Amendment #1 to the Contract) approved on June 18, 2014 (Item #102), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and to the Exhibit B of the Amendment #1, paragraph #1 a., which states, notwithstanding paragraph 18 of the P-37, an amendment limited to the Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Parties agree to adjust Budget line items amounts for State Fiscal Year 2015 within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Delete Exhibit B-1 Budget Form for the Budget Period: 7/1/14 to 6/30/15 and replace with Exhibit B-1 Budget Form, Amendment # 2 for the Budget Period: 7/1/14 to 6/30/15.

Contractor Initials:

Date:

MS
3/11/15



New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/24/15
Date

[Signature]
Diane Langley
Director

Second Start
[Signature]
NAME: James B. Hodgson
TITLE: Executive Director

3/16/15
Date

Acknowledgement:

State of NH, County of Merrimack on 3/16/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

SARAH HUNEWILL, Notary Public
My Commission Expires October 3, 2017

Contractor Initials: [Signature]
Date: 3/16/15

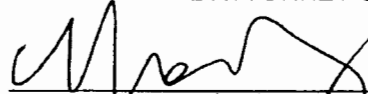
New Hampshire Department of Health and Human Services
NH Strategic Prevention Framework Partnership for Success II



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/27/15
Date


Name: Megan A. Yoder
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: MSJ
Date: 3/16/15



WJT
102

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

Bureau of Drug and Alcohol Services

Nicholas A. Toumpas
Commissioner

Diane Langley, Director
Sheri Rockburn, Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

G&C Approved

May 27, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Date 6/18/14
Item # 102

REQUESTED ACTION

100% Federal Funds

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Drug & Alcohol Services, to amend existing Agreements with multiple vendors to provide Evidence Based Student Assistance Programming, by revising line item budget amounts within State Fiscal Year 2014, with no change to the total price limitation or the original end date, effective upon Governor and Executive Council approval through June 30, 2015. The original Agreements were approved by the Governor and Executive Council on June 19, 2013, Item # 135A.

Summary of SFY 14 contracted amounts by vendor:

Vendor	SFY 14 Current Budget	Increase/Decrease Amount	SFY 14 Revised Modified Budget
North Country Health Consortium, Inc	\$143,040.68	\$0.00	\$143,040.68
Second Start	\$53,156.00	\$0.00	\$53,156.00
TOTAL SFY 14	\$206,196.68	\$0.00	\$206,196.68

Funding is available in the following accounts for State Fiscal Year 2014 and is subject to the availability of federal funds to the Department, with the authority to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, if needed and justified and within the price limitation, without further approval from Governor and Executive Council.

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase/Decrease Amount	Revised Modified Budget
SFY 2014	102-500734	Contracts for Program Svc	\$206,196.68	\$0.00	\$206,196.68
		TOTAL	\$206,196.68	\$0.00	\$206,196.68

EXPLANATION

The purpose of this Requested Action is to amend Exhibit B-1 Budgets by adjusting line item amounts within State Fiscal Year 2014, within the price limitation, as follows:

- North Country Health Consortium, Inc.-to adjust line item amounts within State Fiscal Year 2014
- Second Start- to adjust line item amounts within State Fiscal Year 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 27, 2014
Page 2 of 3

According to paragraph 18 of the General Provisions, this change must be made in writing and approved by Governor and Executive Council.

The two contractors (North Country Health Consortium and Second Start) needing line item changes within the same fiscal year were due to increased staff time spent on the program, therefore salary, needed to be increased. For Second Start, staff benefits increased reflective of salary increase and travel expenses were higher than projected. North Country Health Consortium's staff benefits decreased due to a reduction in agency insurance rates and occupancy expense increased due to a new lease agreement.

Should Governor and Council not authorize this request North Country Health Consortium and Second Start's ability to meet unanticipated cost increases would negatively impact their ability to provide services. These federal dollars were released with this purpose and will need to be returned if these services are not provided.


The vendors were selected through a competitive bid process. A Request for Proposals was posted on the Department's web site on February 27, 2013. A total of 5 proposals were received as a result of the Request for Proposals. The evaluation committee who reviewed the proposals recommended awarding agreements to all five vendors.

Areas served: Middle school students, high school students and the communities served by:
Woodsville High School;
Groveton High School;
White Mountain Regional High School;
Profile High School;
Merrimack Valley High and Middle Schools; and
Pittsfield Middle and Elementary School;

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework Partnership for Success II grant.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Sheri Rockburn
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

RFA 15-DHHS-DCBCS-BDAS-03
Student Assistance Program
Application Review
August 18, 2014

Applicant	Select	Non Select
SAU # 09 – Conway School District	X	
SAU # 43 – Newport School District	X	
North Country Health Consortium	X	
Sanborn Regional School District	X	
Second Start	X	

Review Committee

Name	Title
Jill Burke	Chief of Prevention and Education Services
Valerie Morgan	BDAS Administrator



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Second Start Contract

This 1st Amendment to the New Hampshire Strategic Prevention Framework Partnership for Success II contract (hereinafter referred to as "Amendment #1") dated this 30th day of April 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Second Start (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 17 Knight Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013 (Item # 135A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Parties agree to adjust Budget line items amounts within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and Modification of Exhibit B.
 - a. Add the following Paragraph:

Notwithstanding paragraph 18 of the P-37, an amendment limited to the Budgets, to adjust line item amounts within the budgets and to adjust amounts between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council. Requests to transfer funds will not be accepted after June 20th of each contract year.

- 2) Amendment and Modification of Exhibit B-1
 - a. Delete Exhibit B-1 (SFY 2014) New Hampshire Strategic Prevention Framework Partnership for Success II
 - b. Replace with Exhibit B-1 Amendment #1 (SFY 2014) New Hampshire Strategic Prevention Framework Partnership for Success II

[Handwritten Signature]
5/8/14

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

5/15/14
Date

Jh L Rod
NAME
TITLE

Second Start

May 8, 2014
Date

James B Hodgson
NAME
TITLE Executive Director

Acknowledgement:

State of NH, County of Merrimack on May 8, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

SARAH HUNEWILL, Notary Public
My Commission Expires October 3, 2017

Contractor Initials: [Signature]
Date: 5/8/14

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

5/28/14
Date

Michael K. Brown
Name: Michael K. Brown
Title: Gen. Assist. Atty

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: [Signature]
Date: 5/8/14



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DRUG AND ALCOHOL SERVICES

Nicholas A. Toumpas
 Commissioner

 Nancy L. Rollins
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301
 603-271-6100 1-800-804-0909
 FAX: 603-271-6105 TDD Access: 1-800-735-2964

June 6, 2013

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

APPROVED BY _____

DATE 6/19/13

PAGE _____

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 Programming, 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:

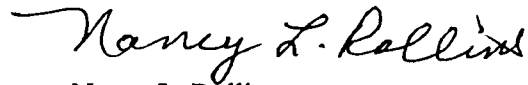
Merrimack Valley High School
Merrimack Valley Middle School
Pittsfield Elementary School
Pittsfield Middle/High School.
Woodsville High School
Groveton High School
White Mountain Regional High School
Hampton Academy
Seabrook Middle School
Nute Middle/High School and Library.

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.

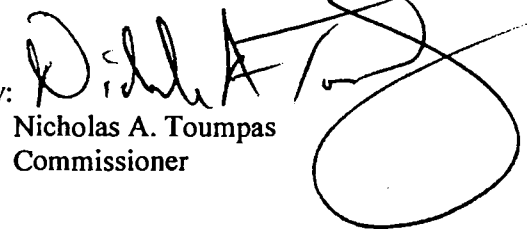
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

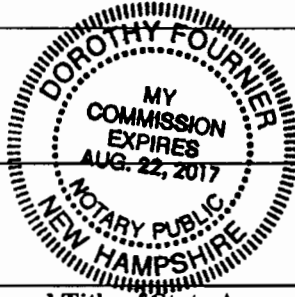
Subject: NH Strategic Prevention Framework Partnership for Success II

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Bureau of Drug and Alcohol Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Second Start		1.4 Contractor Address 17 Knight Street Concord, NH 03301	
1.5 Contractor Phone Number 603-228-1341 x4216	1.6 Account Number 05-95-49-491510-2988	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$107,498
1.9 Contracting Officer for State Agency Jessica Blais, Chief of Prevention and Education Services		1.10 State Agency Telephone Number (603) 271-6112	
1.11 Contractor Signature <i>James B. Hodgson</i>		1.12 Name and Title of Contractor Signatory <i>Executive Director</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/3</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Dorothy Fournier</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Dorothy Fournier</i>			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory NANCY L. ROLLINS Assoc. Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>James P. Herrick</i> , Attorney General On: <u>7 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

9/24/13