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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 30, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with University of New Hampshire (VC#177867-B046), Durham, NH, to continue providing Alternative Peer Groups services to enrolled college students who are in recovery or are concerned about their substance use, by exercising a contract renewal option by increasing the price limitation by \$300,000 from \$700,000 to \$1,000,000 and extending the completion date from June 30, 2025 to June 30, 2026, effective July 1, 2025, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 4, 2023, item #6, and amended on June 26, 2024, item #45.

Funds are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-092-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102/500731	Contracts for Prog Svc	92058501	\$250,000	\$0	\$250,000
2025	102 / 500731	Contracts for Prog Svc	92058501	\$150,000	\$0	\$150,000
			Subtotal	\$400,000	\$0	\$400,000

05-95-092-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PREVENTION SERVICES

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 Page 2 of 3

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	074-500589	Grants for Pub Asst and Rel	92056507	\$300,000	\$0	\$300,000
2026	074-500589	Grants for Pub Asst and Rel	92056507	\$0	\$300,000	\$300,000
			Subtotal	\$300,000	\$300,000	\$600,000
			Total	\$700,000	\$300,000	\$1,000,000

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. This program was initially granted sole source funding by the Governor's Commission for Alcohol and Other Drugs starting in SFY 2023. The contract was then renewed for SFY 2024 and 2025 with federal funding earmarked through the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG) provided by Substance Abuse and Mental Health Services Administration (SAMHSA). The contract shifted to a federal funding source for sustainability because it fulfilled SUPTRS BG grant requirements to provide prevention and recovery supports to young adults who are identified as a vulnerable population and enabled the Governor's Commission for Alcohol and Other Drugs to fund other initiatives and innovations for the state.

The Contractor has demonstrated the ability to implement and provide the Alternative Peer Groups (APG) Model to college students who are in recovery or are concerned with their substance use. The APG Model, which follows industry standards to ensure consistency and effectiveness, also aligns with SAMHSA's Peer Recovery Competencies. The Contractor has established partnerships with community and university organizations needed to ensure the successful implementation and efficient growth of the APG Model.

The Contractor also has the capacity and intent of expanding the APG program to other universities and colleges across New Hampshire. They originated at the UNH Durham Campus and have since replicated the program at the UNH Manchester Campus, at Southern New Hampshire University (SNHU) and Plymouth State University. Expanding the APG program across secondary educational systems is contingent upon staff at each university being willing and available to support the project. The Contractor is currently working to establish APGs at Keene State College and Rivier University.

The purpose of this request is to exercise an available contract renewal option for the Contractor to continue providing APGs that address the psychological, spiritual, and social needs of college students, with the goal of supporting their recovery. Alternative Peer Groups are a family-centered recovery support model that integrate a positive environment and a pro-recovery peer group with professional counseling to support long-term recovery among young adults.

Approximately 100 students will be served during State Fiscal Year 2026.

Participants typically fall into one of four groupings. One, they may be students who are already in recovery and the support network offered by APGs helps them in maintaining their

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 3 of 3

recovery throughout their time at college, where there is increased access and exposure to substances leading to the increased potential for reoccurrence to happen. Two, they may be students who have substantial substance use within their family and are seeking support through college in managing the impacts of this substance use. Three, they may be students who have decided that substance use in college, mainly drinking, is not for them and they join this group of students to spend time with others who also wish to remain substance-free while attending college. The last group of students have identified that they are using substances too much and want to quit altogether so they participate in APGs to seek and gain recovery.

The Contractor will continue implementing APGs that encompass education, sober social functions, community recovery support, counseling services and family support as well as continue raising awareness about behavioral health resources such as 988, Doorways, and Rapid Response.

The Department will continue to monitor services by reviewing quarterly reports submitted by the Contractor including:

- Number, type and frequency of Alternative Peer Groups offered.
- Percentage of participating students reporting positive experience from attending an Alternative Peer Group.
- Aggregate number of participants.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

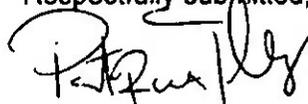
Should the Governor and Council not authorize this request, college students who are in recovery or are concerned about their substance use, may have limited access to peer led pro-recovery groups and supports.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.959, FAIN #B08T1087053

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

Respectfully submitted,



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Lori A. Weaver
Commissioner

**AMENDMENT #2 to
COOPERATIVE PROJECT AGREEMENT**
between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 10/4/23, item #6, as amended on 6/26/24, item #45, for the Project titled "**Tertiary Prevention on College Campuses**," Campus Project Director, **Heidi Cloutier**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date and add additional funds.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of N/A with N/A and/or USNH campus from N/A to N/A.
- Article B. is revised to replace the Project End Date of 6/30/25, with the revised Project End Date of 6/30/26, and Exhibit A, article B is revised to replace the Project Period of 10/4/23 – 6/30/25 with 10/4/23 – 6/30/26.
- Article C. is amended to expand Exhibit A by including the proposal titled, "N/A," dated N/A.
- Article D. is amended to change the State Project Administrator to N/A and/or the Campus Project Administrator to N/A.
- Article E. is amended to change the State Project Director to N/A and/or the Campus Project Director to N/A.
- Article F. is amended to add funds in the amount of \$300,000 and will read:

Total State funds in the amount of \$1,000,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share 0 % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. SS-2024-DBH-20-TERTI-01-A02 from the Substance Abuse and Mental Health Services Administration (SAMHSA) Substance Abuse Prevention, Treatment, and Recovery Services Block Grant, under Assistance Listing Number 93.959. Federal

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regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article is amended in its entirety to read as follows:
 Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- State has chosen **not to take** possession of equipment purchased under this Project Agreement.
- State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on July 1, 2025, upon approval by Governor and Executive Council of the State of New Hampshire.

IN WITNESS WHEREOF, the following parties agree to this Amendment #2 to the Cooperative Project Agreement.

By An Authorized Official of:

Choose an item.

Name: Dianne Hall

Title: Manager Pre-Award Compliance

Signature and Date: Dianne Hall 5/14/2025

Docusigned by:

3106236F340F413...

By An Authorized Official of:

Department of Health and Human Services

Name: Katja S. Fox

Title: Director

Signature and Date: Katja S. Fox 5/15/2025

Docusigned by:

ED9D05B04C6342...

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Robyn Guarino

Title: Attorney

Signature and Date: Robyn Guarino 5/15/2025

Docusigned by:

748734844941480...

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name: _____

Title: _____

Signature and Date: _____

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EXHIBIT A

- A. Project Title:** Tertiary Prevention on College Campuses (SS-2024-DBH-20-TERTI-01-A01)
- B. Project Period:** October 4, 2023 – June 30, 2026, upon Governor and Council approval. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

C. Objectives: See Exhibit A-1, Scope of Services

D. Scope of Work: See Exhibit A-1, Scope of Services

E. Deliverables Schedule: See Exhibit A-1, Scope of Services

F. Budget and Invoicing Instructions:

1. Modify Exhibit A, Item F-1, by replacing it in its entirety with Exhibit A, Item F-1, Amendment #2, which is attached hereto and incorporated by reference herein.
2. Modify Exhibit A Item F-2, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 60% Federal funds, from the Substance Abuse Prevention, Treatment, and Recovery Services Block Grant, as awarded on February 20, 2024, by the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services, ALN #93.959, FAIN # B08TI087053.
 - 1.2. 40% Other funds (Governor's Commission on Alcohol and Other Drugs)
3. Modify Exhibit A Item F-2, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibit A, Item F-1, Amendment #2.

**University of New Hampshire
Tertiary Prevention on College Campuses
Exhibit A, Item F-1, Amendment #2**

Budget Items	SFY 2024 Budget	SFY 2025 Budget	SFY 2026 Budget	Total
1. Salaries & Wages	\$ 59,858	\$ 193,587	\$ 110,342	363,787
2. Employee Fringe Benefits	\$ 16,833	\$ 62,235	\$ 39,638	118,706
3. Travel	\$ 4,859	\$ 7,000	\$ 7,000	18,859
4. Supplies and Services	\$ 100,932	\$ 65,645	\$ 61,998	228,575
5. Equipment	\$ -	\$ -	\$ -	-
6. Facilities & Admin Costs	\$ 67,518	\$ 121,533	\$ 81,022	270,073
Totals	\$ 250,000	\$ 450,000	\$ 300,000	1,000,000

SS-2024-DBH-20-TERTI-01-A02
University of New Hampshire

Page 1 of 1

Campus Authorized Official

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Date 5/14/2025



Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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June 4, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing agreement with University of New Hampshire (VC#177867-B046), Durham, NH, to continue providing Alternative Peer Groups services to enrolled college students who are in recovery or are concerned about their substance use, by exercising a contract renewal option by increasing the price limitation by \$300,000 from \$400,000 to \$700,000 and extending the completion date from June 30, 2024 to June 30, 2025, effective July 1, 2024, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 4, 2023, item #6.

Funds are available in the following accounts for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OFR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102/500731	Contracts for Prog Svc	92058501	\$400,000	(\$150,000)	\$250,000
2025	102/500731	Contracts for Prog Svc	92058501	\$0	\$150,000	\$150,000
			<i>Subtotal</i>	<i>\$400,000</i>	<i>\$0</i>	<i>\$400,000</i>

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

05-95-092-920510-33800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, PREVENTION SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	074-500589	Grants for Pub Asst and Rel	92056507	\$0	\$300,000	\$300,000
			<i>Subtotal</i>	\$400,000	\$300,000	\$700,000
			Total	\$400,000	\$300,000	\$700,000

EXPLANATION

This request is **Sole Source**, because MOP 150 requires all amendments to agreements originally approved as sole source be identified as sole source. On December 15, 2023, the Governor's Commission on Alcohol and Other Drugs recommended and approved the renewal for this Agreement, which in part, includes a carry forward of Governor Commission funds. The Department carries out the administrative functions of the Commission in accordance with RSA 12-J. The Contractor has a strong track record of providing successful Alternative Peer Groups to college students who are in recovery or are concerned with their substance use.

The purpose of this request is for the Contractor to continue providing Alternative Peer Groups that address the emotional, psychological, spiritual, and social needs of college students, with the goal of supporting their recovery. Alternative Peer Groups are a family-centered recovery support model that integrate a positive social environment and a pro-recovery peer group with professional counseling to support long-term recovery among adolescents.

Approximately 100 individuals will be served during State Fiscal Year 2025.

College students, who are in recovery or are concerned with their substance use, and their families will continue to be served. The Contractor will continue implementing Alternative Peer Groups that encompass psychosocial education, sober social functions, community recovery support, counseling services and family support as well as continue raising awareness about behavioral health resources such as 988, Doorways, and Rapid Response among others.

The Department will continue to monitor services by reviewing quarterly reports submitted by the Contractor to ensure progress towards metrics including, but not limited to:

- Number, type and frequency of Alternative Peer Groups offered.
- Percentage of participating students reporting positive experience from attending an Alternative Peer Group.
- Aggregate number of participants.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the five (5) years available.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

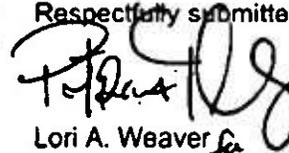
Should the Governor and Council not authorize this request, college students, who are in recovery or are concerned about their substance use, may have limited access to peer led pro-recovery groups and supports.

Area served: Statewide

Source of Funds: Assistance Listing Number 93.959, FAIN# T1087053

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

Respectfully submitted,



Lori A. Weaver
Commissioner

**AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE; Department of Health and Human Services
and the**

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 10/4/23, item #6, for the Project titled "Tertiary Prevention on College Campuses," Campus Project Director, Heidi Cloutier, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date and add additional funds.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of N/A with N/A and/or USNH campus from N/A to N/A.
- Article B. is revised to replace the Project End Date of 6/30/24, with the revised Project End Date of 6/30/25, and Exhibit A, article B is revised to replace the Project Period of 10/4/23 – 6/30/24 with 10/4/23 – 6/30/25.
- Article C. is amended to expand Exhibit A by including the proposal titled, "N/A," dated N/A.
- Article D. is amended to change the State Project Administrator to N/A and/or the Campus Project Administrator to N/A.
- Article E. is amended to change the State Project Director to N/A and/or the Campus Project Director to N/A.
- Article F. is amended to add funds in the amount of \$300,000 and will read:

Total State funds in the amount of \$700,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share: 0 % of total costs during the amended term of this Project Agreement.

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. SS-2024-DBH-20-TERTI-01-A01 from the Substance Abuse and Mental Health Services Administration (SAMHSA) Substance Abuse Prevention Treatment, and Recovery Services Block Grant under Assistance Listing Number 93.959. Federal regulations

required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article is amended in its entirety to read as follows:
 Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- State has chosen not to take possession of equipment purchased under this Project Agreement.
- State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment #1 to the Cooperative Project Agreement.

By An Authorized Official of:
 University of New Hampshire
 Name: Dianne Hall
 Title: Manager, Pre-Award Compliance UNH
 Signature and Date: Dianne Hall Date: 2024.06.13
13:23:30 -0400

By An Authorized Official of:
 Department of Health and Human Services
 Name: Katja S. Fox
 Title: Director
 Signature and Date: [Signature] Date: 6/18/2024

By An Authorized Official of: the New
 Hampshire Office of the Attorney General
 Name: Robyn Guarino
 Title: Attorney
 Signature and Date: [Signature] Date: 6/13/2024
7:57:34-0400

By An Authorized Official of: the New
 Hampshire Governor & Executive Council
 Name: _____
 Title: _____
 Signature and Date: _____

EXHIBIT A

- A. Project Title:** Tertiary Prevention on College Campuses (SS-2024-DBH-20-TERTI-01-A01)
- B. Project Period:** October 4, 2023 – June 30, 2025, upon Governor and Council approval. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- C. Objectives:** See Exhibit A-1, Scope of Services
- D. Scope of Work:** See Exhibit A-1, Scope of Services
- E. Deliverables Schedule:** See Exhibit A-1, Scope of Services
- F. Budget and Invoicing Instructions:**
1. Modify Exhibit A, Item F-1, by replacing it in its entirety with Exhibit A, Item F-1, Amendment #1, which is attached hereto and incorporated by reference herein.
 2. Modify Exhibit A Item F-2, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 43% Federal funds, from the Substance Abuse Prevention, Treatment, and Recovery Services Block Grant, as awarded on February 20, 2024, by the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services, ALN #93.959, FAIN #TI087053.
 - 1.2. 57% Other funds (Governor's Commission on Alcohol and Other Drugs)
 3. Modify Exhibit A Item F-2, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line item, as specified in Exhibit A, Item F-1, Amendment #1.
 4. Modify Exhibit A Item F-2, Payment Terms, Section 4, to read:
 4. The Contractor shall submit an invoice to the Department monthly following the month in which the allowable expenses were incurred and in accordance with the Contractor's usual and customary business practices and 2 CFR 200. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable expenses for the previous month, in accordance with 2 CFR 200.403 or other applicable Federal or State laws or regulations.
 - 4.4. Includes supporting documentation, as requested by the Department, of allowable costs, which may include, but is not limited to, payroll records, receipts for purchases, and proof of expenditures, as follows:
 - 4.4.1. With the first invoice for services provided under this Agreement.

- 4.4.2. With subsequent invoices, upon request by the Department.
- 4.5. Is completed, dated and returned to the Department or allowable expenses to initiate payment.
- 4.6. Is assigned an electronic signature and is emailed to dbhinvoicesbdas@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

**University of New Hampshire
Tertiary Prevention on College Campuses
Exhibit A, Item F-1, Amendment #1**

Budget Items	SFY 2024 Budget	SFY 2025 Budget	Total
1. Salaries & Wages	\$ 59,858	\$ 193,587	253,445
2. Employee Fringe Benefits	\$ 16,833	\$ 62,235	79,068
3. Travel	\$ 4,859	\$ 7,000	11,859
4. Supplies and Services	\$ 100,932	\$ 65,645	166,577
5. Equipment	\$ -	\$ -	-
6. Facilities & Admin Costs	\$ 67,518	\$ 121,533	189,051
Totals	\$ 250,000	\$ 450,000	700,000

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

Lori A. Weaver
 Comptroller

Katja S. Pen
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9544 1-800-852-3345 Ext. 9544
 Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 8, 2023

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a Sole Source cooperative project agreement with University of New Hampshire (VC#177867-B046), Durham, NH, in the amount of \$400,000 to provide Alternative Peer Groups services to enrolled college students who are in recovery, or are concerned about their substance use, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2024: 100% Other Funds (Governor Commission Funds).

Funds are available in the following account for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	92058501	\$400,000
			Total	\$400,000

EXPLANATION

This request is Sole Source, at the discretion of the Governor's Commission on Alcohol and other Drugs (Commission). On April 21, 2023, the Commission approved the Department's allocation of funding to the Contractor to provide Alternative Peer Groups to enrolled college students who are in recovery, or are concerned with their substance use. The Contractor is uniquely qualified to provide Alternative Peer Groups to college students who are in recovery, or are concerned with their substance use because they have a strong track record of providing successful programming as identified by the Department. In accordance with RSA 12-J, the Department carries out the administrative functions of the Commission.

The purpose of this request is for the Contractor to provide Alternative Peer Groups that address the emotional, psychological, spiritual, and social needs of college students, with the goal of supporting their recovery. Alternative Peer Groups are a family-centered recovery support

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

model that integrate a positive social environment and a pro-recovery peer group with professional counseling to support long-term recovery among adolescents. Research shows that high school students enrolled in Alternative Peer Groups experienced an 87% rate of staying sober as well as high rates of retention and graduation. It is anticipated that similar success will be realized for college students participating in Alternative Peer Groups.

Approximately 100 individuals will be served during State Fiscal Year 2024.

College students, who are in recovery or are concerned with their substance use, and their families will be served. The Contractor will develop and implement Alternative Peer Groups that encompass psychosocial education, sober social functions, community recovery support, counseling services and family support. The Contractor will also raise awareness about behavioral health resources such as 988, Doorways, and Rapid Response among others.

The Department will monitor services by reviewing quarterly reports submitted by the Contractor to ensure progress towards metrics including, but not limited to:

- Number, type and frequency of Alternative Peer Groups offered.
- Percentage of participating students reporting positive experience from attending an Alternative Peer Group.
- Aggregate number of participants.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, college students, who are in recovery or are concerned about their substance use, will have limited to no access to peer led pro-recovery groups and supports; leaving them vulnerable to continued and/or increased substance use and the spiral of negative impacts that may result.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Health and Human Services, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 6/30/24. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Tertiary Prevention on College Campuses

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Jill Burke
Address: DHHS/DBH
 129 Pleasant Street
 Concord, NH 03301
Phone: 603-271-6112

Campus Project Administrator

Name: Susan G. Sosa
Address: University of New Hampshire
 Sponsored Programs Administration
 51 College Road, Rm 116
 Durham, NH 03824
Phone: 603-397-9094

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Katja Fox
Address: DHHS/DBH
 129 Pleasant Street
 Concord, NH 03301
Phone: 603-271-9406

Campus Project Director

Name: Heidi Cloutier
Address: Institute on Disability
 10 West Edge Drive
 Durham, NH 03824
Phone: 603-228-2084

Campus Authorized Official

Date 9/6/2023

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F. Total State funds in the amount of \$400,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen not to take possession of equipment purchased under this Project Agreement.

State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, Department of Health and Human Services have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date: Karen Jensen 9/6/2023

By An Authorized Official of:
Department of Health and Human Services

Name: Katja S. Fox
Title: Director
Signature and Date: Katja S. Fox 9/6/2023

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Robyn Guarino

Title: Attorney
Signature and Date: Robyn Guarino 9/7/2023

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: _____

Title: _____
Signature and Date: _____

Campus Authorized Official

Date 9/6/2023

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EXHIBIT A

- A. **Project Title:** Tertiary Prevention on College Campuses (SS-2024-DBH-20-TERTI-01)
- B. **Project Period:** Effective upon Governor and Executive Council approval through June, 30, 2024. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- C. **Objectives:** See Exhibit A-1, Scope of Services
- D. **Scope of Work:** See Exhibit A-1, Scope of Services and Exhibit A-2 Business Associate Agreement
- E. **Deliverables Schedule:** See Exhibit A-1 Scope of Services
- F. **Budget and Invoicing Instructions:** See Exhibit A, Item F-1 and Exhibit A, Item F-2.

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EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or

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**New Hampshire Department of Health and Human Services
Tertiary Prevention on College Campuses
EXHIBIT A-1**



Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide weekly Alternative Peer Group (APG) services, which are community-based, family-centered, positive peer support programs that offer prosocial substance-free activities, to enrolled students who are in recovery, or are concerned about their substance use.
- 1.2. The Contractor must develop and implement APGs that integrate recovery support and pro-social activities into the following evidence-based practices, which include, but are not limited to:
 - 1.2.1. Psychosocial education.
 - 1.2.2. Sober social functions.
 - 1.2.3. Community recovery support.
 - 1.2.4. Counseling services.
 - 1.2.5. Family support.
- 1.3. The Contractor must ensure a minimum of two (2) types of APGs listed in Section 1.2 are offered on the college campus in the first six (6) months of the contract and one (1) additional type of APG must be implemented in the ninth (9th) month of the contract.
- 1.4. The Contractor must ensure psychosocial education covers, at a minimum, the Substance Abuse and Mental Health Services Administration Eight Dimensions of Wellness: social, environmental, physical, emotional, spiritual, occupational, intellectual, and financial.
- 1.5. The Contractor must develop a framework for substance-free social events that provide enrolled students with experiences including, but not limited to:
 - 1.5.1. Building new social networks.
 - 1.5.2. Practicing new social skills.
 - 1.5.3. Participating in substance-free activities that provide a sense of acceptance and belonging.
- 1.6. The Contractor must promote community recovery support by:
 - 1.6.1. Raising awareness of community recovery resources; and
 - 1.6.2. Promoting and increasing recruitment to APGs and other recovery supports on campus.
- 1.7. The Contractor must work with college campuses statewide to ensure no-cost counseling, provided by a Licensed Professional Counselor with experience in helping teens and young adults with substance use disorder issues, is available.

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**New Hampshire Department of Health and Human Services
Tertiary Prevention on College Campuses
EXHIBIT A-1**



- 1.8. The Contractor must facilitate family supports by raising awareness of behavioral health resources, including, but not limited to:
 - 1.8.1. 211.
 - 1.8.2. 988.
 - 1.8.3. Community Mental Health Centers.
 - 1.8.4. Doorways.
 - 1.8.5. Rapid Response.
- 1.9. The Contractor must administer questionnaires post APG to solicit student feedback.
- 1.10. Reporting
 - 1.10.1. The Contractor must submit quarterly reports to ensure progress towards metrics, and to describe any challenges in meeting benchmarks, including, but not limited to:
 - 1.10.1.1. Types and frequency of recruitment and promotion of APGs.
 - 1.10.1.2. Number and frequency of APGs offered
 - 1.10.1.3. Aggregate number of participants attending APGs.
 - 1.10.1.4. Demographic information, including, but not limited to:
 - 1.10.1.4.1.1. Average age.
 - 1.10.1.4.1.2. Gender.
 - 1.10.1.4.1.3. Race.
 - 1.10.1.4.1.4. Ethnicity.
 - 1.10.1.5. Challenges to meeting the scope of services.
 - 1.10.2. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:
 - 1.10.2.1. A 10% increase in the number of participants attending APGs.
 - 1.10.2.2. Percentage of participating students reporting positive experience from attending APGs.
 - 1.10.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

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9/6/2023

**University of New Hampshire
Tertiary Prevention on College Campuses
Exhibit A, Item F-1**

Budget Items	SFY 2024 Budget	Total
1. Salaries & Wages	\$ 144,564	144,564
2. Employee Fringe Benefits	\$ 40,631	40,631
3. Travel	\$ 5,000	5,000
4. Supplies and Services	\$ 101,776	101,776
5. Equipment	\$ -	-
6. Facilities & Admin Costs	\$ 108,029	108,029
Totals	\$ 400,000	400,000

SS-2024-DBH-20-TERTI-01
University of New Hampshire

Exhibit A, Item F-1
Page 1 of 1

Campus Authorized Official 
Date 9/6/2023

**New Hampshire Department of Health and Human Services
Tertiary Prevention on College Campuses
Exhibit A Item F-2**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Other funds (Governor's Commission on Alcohol and Other Drugs).
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit A, Item F-1.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.bdsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date.
7. The Contractor must provide the services in Exhibit A-1, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A-1, Scope of Services.
9. 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.
10. Changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties.

**New Hampshire Department of Health and Human Services
Tertiary Prevention on College Campuses
Exhibit A Item F-2**

obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

11.5. 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.

12. Funding: Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be amended accordingly.

**New Hampshire Department of Health and Human Services
Exhibit A-2, Amendment #1**



The Contractor identified as "University of New Hampshire" in Section A 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 and those parts of the HITECH Act 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 Department of Health and Human Services.

Project Title: Tertiary Prevention on College Campuses
Project Period: Governor and Executive Council approval -6/30/24

BUSINESS ASSOCIATE AGREEMENT

(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. **"Breach Notification Rule"** shall mean the provisions of the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and amendments thereto.
- c. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- e. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- f. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- g. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- h. **"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.
- i. **"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.
- j. **"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 164.502(g).

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**New Hampshire Department of Health and Human Services
Exhibit A-2, Amendment #1**



- k. **"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.
- l. **"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.
- m. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- n. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- o. **"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.
- p. **"Unsecured Protected Health Information"** shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- q. **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) 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, the Business Associate, and 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 (including this Exhibit) 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 45 CFR 164.410, 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. If Covered Entity does not object to

**New Hampshire Department of Health and Human Services
Exhibit A-2, Amendment #1**



such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.

- 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 reasonable security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the NH DHHS Information Security via the email address provided in Exhibit K- Information Security Requirements of this Contract, of any Incidents or Breaches immediately after the Business Associate has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
- b. The Business Associate shall promptly perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to, the following information, to the extent it is known by the Business Associate:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person who used the protected health information or to whom the disclosure was made;
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment without unreasonable delay and in no case later than two (2) business days of discovery of the breach and after completion, immediately report the findings of the risk assessment in writing to the Covered Entity.

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

**New Hampshire Department of Health and Human Services
Exhibit A-2, Amendment #1**



- 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 this Exhibit.
- 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 this Exhibit, 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

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**New Hampshire Department of Health and Human Services
Exhibit A-2, Amendment #1**



- 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 #14 of the 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, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as 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, including this Exhibit, 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 under the Agreement.
- d. Interpretation. The parties agree that any ambiguity in the Agreement or this Exhibit shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- 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 this Exhibit in section (3)(I), and the defense

**New Hampshire Department of Health and Human Services
Exhibit A-2, Amendment #1**



and indemnification provisions of section (3) and Paragraph #14 of the Agreement shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State of:

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Authorized Representative

Director

Title of Authorized Representative

9/6/2023

Date

University of New Hampshire

Karen Jensen

Signature of Authorized Representative

Karen Jensen

Authorized Representative

Director, Pre-Award

Title of Authorized Representative

9/6/2023

Date

KJ