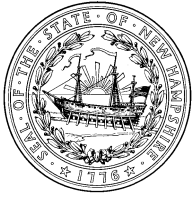


148C - 10/21/26



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

September 8, 2026

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 contract with University of New Hampshire (VC#315187-B0833), Durham, NH, in the amount of \$1,162,500 to implement and expand broad-based Collegiate Recovery Programming that increases awareness of and access to recovery supports and services for students with substance use related concerns with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2028. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2027 and are anticipated to be available in State Fiscal Year 2028, 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.

05-95-92-920510-31680000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, SAPT BLOCK GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	074-500589	Grants for Pub Asst and Rel	92054505	\$300,000
2028	074-500589	Grants for Pub Asst and Rel	92054505	\$300,000
			Subtotal	\$600,000

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT (100% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	074-500589	Grants for Pub Asst and Rel	92057076	\$62,500
2027	074-500589	Grants for Pub Asst and Rel	TBD	\$375,000
2028	074-500589	Grants for Pub Asst and Rel	TBD	\$125,000

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

			Subtotal	\$562,500
			Total	\$1,162,500

EXPLANATION

The purpose of this request is to support the implementation and expansion of comprehensive Collegiate Recovery Programming across campuses to promote student well-being, academic success, and long-term recovery by providing consistent, trauma-informed, and recovery-aligned supports across participating higher-education institutions.

Approximately 4,500 students will participate in programming during the first 12-months.

The Contractor, in partnership with local Recovery Community Organizations, will provide student-centered and peer-led programming that fosters wellness, reduces stigma, and builds supportive recovery-oriented environments at campuses across New Hampshire. Services will empower students to take an active role in their recovery journey, strengthen community connections, provide substance-free social alternatives, and ensure policies and campus practices support students in recovery.

The Department will monitor services through monthly meetings and the review of monthly de-identified data reports to evaluate program effectiveness and ensure contract deliverables are provided as intended.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from April 20, 2026, through May 15, 2026. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to two (2) 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 colleges and universities will lack essential recovery supports and substance-free resources for students, limiting access to peer-led services, weakening campus wellness efforts, and reducing the state's ability to address substance use challenges among young adults.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.959, FAIN #B08TI088484 and 93.788, FAIN H79TI087843.

Respectfully submitted,



For:

Lori A. Weaver
Commissioner

Project ID # RFP-2027-DBH-20-COLLE

Project Title Collegiate Recovery Programming

	Maximum Points Available	UNH
Technical		
Q1 - Organizational Experience, Capacity, and Readiness	150	120
Q2 - CRP Model, Campus Implementation, & Work Plan	200	99
Q3 - Collaboration, Engagement, & Marketing	200	128
Q4 - Evaluation, Sustainability, & Continuous Improvement	150	90
Subtotal - Technical	700	437
If a Vendor fail to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's		
Cost		
Vendor Cost (Avg. Cost Per Individual to be Served)	250	250
Vendor Budget Evaluation	50	24
Subtotal - Cost	300	274
TOTAL POINTS	1000	711
AVERAGE PROPOSED COST PER STUDENT TO BE SERVED		\$117

Reviewer Name	Title
1 Alicia Manion	State Opioid Response Project Coordinator
2 Paul Kiernan, LADC	EAP Field Representative
3 Courtney Vorachak, AS, CRSW-S	Recovery & Development Administrator
4 Ashley Wentzell	Program Specialist IV
5 Melissa Girard	State Opioid Response Finance Manager

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE,

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, Division for Behavioral Health, (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 June 30, 2028. 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: **Collegiate Recovery Programming**

- 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: Courtney Voracheck, AS, CRSW-S

Address: Department of Health & Human Services
Bureau of Drug and Alcohol Services
129 Pleasant Street
Concord, NH, 03301

Phone: 603-805-9992

Campus Project Administrator

Name: Gretchen Swain

Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: 603-862-4848

- 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: 129 Pleasant Street
Concord, NH, 03301

Phone:

Campus Project Director

Name: Heidi Cloutier

Address: 10 West Edge Drive
Durham, NH 03824

Phone: 603-862-0945

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F. Total State funds in the amount of \$1,162,500, 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. **RFP-2027-DBH-20-COLLE-01** from the Substance Abuse and Mental Health Services Administration (SAMHSA) under CFDA#93.788 and 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 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 as follows:

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, have executed this Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Dianne Hall

Title: Manager, Pre Award Compliance

Signature and Date: Dianne Hall 9/25/2026

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

Name: Robyn Guarino

Title: Attorney

Signature and Date: Robyn Guarino 9/25/2026

748734844941460...

By An Authorized Official of:

Department of Health and Human Services

Name: Katja Fox

Title: Director

Signature and Date: Katja Fox 9/25/2026

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Collegiate Recovery Programming (RFP-2027-DBH-20-COLLE-01)
- B. Project Period:** Upon Governor and Executive Council approval through June 30, 2028
The parties may extend the Agreement for up to two (2) 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, Exhibit A-2, Federal Requirements, and Exhibit A-3, DHHS Information Security Requirements.
- E. Deliverables Schedule:** See Exhibit A, Item F-1, Deliverables Table
- F. Budget and Invoicing Instructions:** See Exhibit A, Item F-1 Deliverables Table and Exhibit A, Item F-2 Payment Terms.

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

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

Exhibit A-1 - Scope of Services

1. Statement of Work

- 1.1. The Contractor must develop, implement, enhance, and/or expand broad-based Collegiate Recovery Programming (“CRP” or “Programming”) that increases awareness of and access to recovery supports and services for students with alcohol and drug use problems and/or who are sober-curious and creates a supportive campus environment that fosters wellness, connection, and long-term success.
- 1.2. The Contractor must ensure Programming:
 - 1.2.1. Utilizes the NH Alternative Peer Group (APG) Model, aligned with the Substance Abuse and Mental Health Services Administration (SAMHSA) [Peer Recovery competencies](#), which ensure service are recovery-oriented, person-centered, voluntary, relationship-focused, and trauma-informed;
 - 1.2.2. Is Community-based while also supporting students and families;
 - 1.2.3. Is carried out in partnership with local recovery communities in the Manchester, Concord, Durham, and Plymouth areas, or other areas as agreed upon by the parties, ensuring students are receiving recovery support by individuals with lived experience;
 - 1.2.4. Supports students who have alcohol and other drug use problems and/or who are mindful about substance use habits and considering modifying substance use.
 - 1.2.5. Is student-centered, by designing and delivering recovery support services that prioritize the needs, voices, and experiences of students in recovery;
 - 1.2.6. Is peer-led or co-led by students with lived experience of recovery from substance use disorders (SUD) to provide peer-leadership to support, guide, and advocate for others;
 - 1.2.7. Includes near-peer support by students or young adults who are close in age, experience, or status who can act as a support, offering guidance and insight because they can relate to the experiences of those they are helping;
 - 1.2.8. Increases awareness of and access to recovery services on campus and within the surrounding communities;
 - 1.2.9. Focuses on empowering students to take an active role in shaping their recovery journey and their campus experience;
 - 1.2.10. Creates a supportive environment at every level, from personal

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**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

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- relationships to campus policies;
- 1.2.11. Recognizes students are influenced by multiple layers of their environment, including:
 - 1.2.11.1. Students' own coping skills and mental health;
 - 1.2.11.2. Friends, family, and peers;
 - 1.2.11.3. College/university policies and campus services;
 - 1.2.11.4. Social norms and support networks within the campus community and in the surrounding community; and
 - 1.2.11.5. Societal influences including laws, stigma, and access to treatment and recovery support services;
 - 1.2.12. Facilitates development of internal and external resources that students possess to initiate and sustain their recovery from substance use;
 - 1.2.13. Meet students' needs as they transition into college, throughout their academic journey, and as they prepare for life after graduation;
 - 1.2.14. Promotes a balanced approach to recovery and reinforces healthy lifestyle changes;
 - 1.2.15. Encourages peer support, mentorship, and community-building among students in recovery;
 - 1.2.16. Reinforces the decision to engage in a lifestyle of recovery from alcohol and drug use problems;
 - 1.2.17. Builds community and reduces stigma around recovery and substance use on campus;
 - 1.2.18. Is integrated with campus wellness services; and
 - 1.2.19. Ensures institutional policies actively support individuals in recovery from substance use disorders and are trauma-informed; and
 - 1.2.20. Includes a minimum of three (3) or more of the following Programming components:
 - 1.2.20.1. Mutual support meetings, where students can meet in group settings to share experiences, encouragement, and strategies for wellness, recovery, mental health, and personal growth.
 - 1.2.20.2. Recovery-friendly social activities in environments that actively support individuals recovery or in recovery from substance use disorders.
 - 1.2.20.3. Social spaces for recovery and sober-curious students who

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

are considering modifying substance use.

- 1.2.20.4. Recovery-supportive campus programming.
- 1.2.20.5. Recovery-inclusive social experiences.
- 1.2.20.6. Sober-curious and recovery student meetups.
- 1.2.20.7. Student programming that builds a supportive recovery community.
- 1.2.20.8. Social experiences that celebrate recovery.
- 1.2.20.9. Recovery-aligned prevention and engagement initiatives.
- 1.2.20.10. Programming designed to strengthen recovery-oriented student networks.
- 1.2.20.11. Substance-free recreational alternatives supporting long-term recovery.
- 1.2.20.12. Other recovery oriented programming that is utilized by the [Higher Education Center for Alcohol and other Drug Misuse Prevention and Recovery](#) (HECAOD), [Association of Recovery in Higher Education \(AHRE\)](#), [SAFE Project](#), Substance Abuse and Mental Health Services Administration ([SAMHSA](#)) [Office of Recovery](#).
- 1.2.20.13. The provision of tertiary prevention resources that include tools and materials, including Opioid Overdose Reversal Medications, that assist students with the management and mitigation of the impact of injuries from alcohol and other drug use, with the goal of reducing injuries, complications, and improving quality of life.
- 1.2.21. Is provided in accordance with:
 - 1.2.21.1. State and federal laws and rules, including, but not limited to the Health Insurance Portability and Accountability Act (HIPAA), 45 CFR 160, 162, and 164, and 42 CFR Part 2, as applicable; and
 - 1.2.21.2. The terms and conditions approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) and State Opioid Response (SOR) Grant; and
 - 1.2.21.3. SOR Grant Standards, identified in Section 1.19 as applicable.

1.3. The Contractor must ensure CRP activities are student-driven, community-

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

focused, and aligned with the interests and needs of participants, while fostering leadership development and student ownership on each campus.

- 1.4. The Contractor must offer pro-social, substance-free events and spaces for students to congregate, ensuring the spaces are free from alcohol and other drugs.
- 1.5. The Contractor must ensure CRP supports are available to students during winter, spring, and summer breaks through virtual or on-line modalities.
- 1.6. The Contractor must ensure CRP staff facilitate warm handoffs to higher levels of care or additional community-based supports, when appropriate.
- 1.7. The Contractor must enter into subcontracts, subject to written approval by the Department, with Recovery Community Organizations (RCOs) to establish partnerships, mentor students, and collaborate on CRP activities. The Contractor must provide copies of subcontracts to the Department upon request. RCO's must include:
 - 1.7.1. Hope for NH Recovery;
 - 1.7.2. Safe Harbor;
 - 1.7.3. Archways Resource Center; and
 - 1.7.4. Keene Serenity Center.
- 1.8. The Contractor must establish Memoranda of Understanding (MOU) or Collaborative Agreements with University System of NH (USNH) partner campuses (USNH-PC) and any other campuses providing CRP under this Agreement. MOUs and Collaborative Agreements must outline roles and responsibilities of each USNH-PC including, work plan, meeting schedule, data collection, and timeframes. All MOUs and Collaborative Agreements are subject to written approval by the Department. The Contractor must provide copies of MOUs and Collaborative Agreements to the Department upon request. USNH-PCs must include:
 - 1.8.1. UNH Durham;
 - 1.8.2. Plymouth State University;
 - 1.8.3. UNH Manchester;
 - 1.8.4. Keene State College; and
 - 1.8.5. Franklin Pierce School of Law.
- 1.9. The Contractor must establish a Project Management Team to monitor CRP activities, staffing needs, student support services, implementation barriers, compliance with campus Institutional Review Board requirements, and fiscal management. The Contractor must ensure the Project Management Team meets a minimum of monthly and includes designated Department staff.

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

- 1.10. The Contractor must establish a USNH Collegiate Recovery Team and ensure the Collegiate Recovery Team compiles training materials, technical support documents, and CRP educational materials that can be replicated and modified to meet the needs of each campus. USNH Collegiate Recovery Team members must include but are not limited to CRP Project Director, CRP Project Coordinator, CRP Project Support Personnel, and CRP Student Interns.
- 1.11. The Contractor must establish Implementation Teams with each CRP. The Contractor must ensure Implementation Teams:
 - 1.11.1. Meet monthly to monitor progress toward deliverables;
 - 1.11.2. Respond to contextual changes, barriers, accessibility, and other challenges related to:
 - 1.11.2.1. Data collection and reporting;
 - 1.11.2.2. Student privacy;
 - 1.11.2.3. Programming;
 - 1.11.2.4. Community outreach;
 - 1.11.2.5. Program marketing;
 - 1.11.2.6. Family support needs; and
 - 1.11.2.7. Professional development needs of CRP staff.
- 1.12. The Contractor must provide coaching and ongoing support to campuses that identify challenges.
- 1.13. The Contractor must fully implement the CRP on the Contractor's campus no later than 60 calendar days following the contract effective date.
- 1.14. The Contractor must expand CRP to a minimum of two (2) new college or university campuses and ensure the new CRPs complete their planning phases and fully implement CRP within the 180 days following the contract effective date.
- 1.15. The Contractor must engage a minimum of 4,500 students within the first 12-months of the contract effective date and must increase the number of students engaged by at least five percent (5%) each subsequent contract year.
- 1.16. The Contractor must provide CRP implementation tools and support to participating campuses and staff including:
 - 1.16.1. Mentorship opportunities to co-facilitate CRP activities before independently facilitating CRP activities;
 - 1.16.2. An Implementation Checklist that includes key needs for implementing a high-quality CRP; and

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**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

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- 1.16.3. A Facilitator Fidelity Tool to guide action planning and monitor progress. The Contractor must administer the Facilitator Fidelity Tool with each CRP prior to program implementation and at six (6) month intervals thereafter.
 - 1.17. The Contractor must collaborate with on-campus partners and community-based organizations to support programming, expand resources, and strengthen community connections. The Contractor must ensure:
 - 1.17.1. UNH on-campus partners include:
 - 1.17.1.1. Health & Wellness;
 - 1.17.1.2. Residential Services;
 - 1.17.1.3. Office of Student Advocacy and Wellbeing;
 - 1.17.1.4. Social Work;
 - 1.17.1.5. Occupational Therapy;
 - 1.17.1.6. Recreation Management and Policy;
 - 1.17.1.7. Nursing Departments;
 - 1.17.1.8. Academic Supports;
 - 1.17.1.9. Psychological and Counseling Services;
 - 1.17.1.10. The Civil Rights and Equity Office;
 - 1.17.1.11. The SHARPP Center for Interpersonal Violence and Awareness;
 - 1.17.1.12. Military and Veteran Services;
 - 1.17.1.13. Student Accessibility Services; and
 - 1.17.1.14. The Basic Needs Office;
 - 1.17.2. Community-based partners include, but are not limited to:
 - 1.17.2.1. Recovery Community Organizations, identified in Section 1.7;
 - 1.17.2.2. NH Harm Reduction Coalition;
 - 1.17.2.3. NH Recovery Friendly Workplace;
 - 1.17.2.4. Makin' it Happen;
 - 1.17.2.5. The Partnership @DrugfreeNH
 - 1.17.2.6. Behavioral health treatment providers and organizations;
 - 1.17.2.7. Doorways; and

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**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

- 1.17.2.8. Regional Public Health Network; and non-profit organizations;
- 1.17.3. Student collaborations include:
 - 1.17.3.1. Plymouth State student ambassadors to host substance-free programming;
 - 1.17.3.2. The Student Nursing Organization;
 - 1.17.3.3. Resident Assistants in housing, including the sober dorm;
 - 1.17.3.4. Youth Movement;
 - 1.17.3.5. National Alliance on Mental Illness (NAMI) on Campus;
 - 1.17.3.6. The Alliance;
 - 1.17.3.7. The Campus Activity Board;
 - 1.17.3.8. Undergraduate Student Senate;
 - 1.17.3.9. The Students of Social Work;
 - 1.17.3.10. The Psychology and Neuropsychology Club;
 - 1.17.3.11. The UNH Walk for Suicide Prevention; and
 - 1.17.3.12. Other student clubs and suggested collegiate recovery partnerships that student members engage including the Birding, Photography, Geography, and Organic Garden Clubs.
- 1.18. The Contractor must collaborate with the New Hampshire College & University Council (NHCUC) to support CRP engagement and expansion efforts. The Contractor must:
 - 1.18.1. Collaborate with NHCUC to:
 - 1.18.1.1. Facilitate engagement and expansion efforts with NHCUC member institutions;
 - 1.18.1.2. Assist with dissemination of information and resources; and
 - 1.18.1.3. Support coordination efforts that promote shared learning and sustainability across USNH-PC;
 - 1.18.2. Survey NHCUC member institutions to assess:
 - 1.18.2.1. Campus needs;
 - 1.18.2.2. Existing resources regarding substance use education and recovery supports;
 - 1.18.2.3. Interest in training to implement screening tools including the Brief Alcohol Screening and Intervention for College

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

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- Students (BASICS) and Cannabis Screening and Intervention for College Students (CASICS); and
- 1.18.2.4. Interest in sharing access to a licensed alcohol and drug counselor (LADC) across campuses that do not currently have access to or are unable to afford a full-time staff member in this role;
 - 1.18.3. Develop an action plan based on survey results within 90 calendar days of survey administration which includes the development of tertiary prevention programming and educational materials that can be disseminated across campuses;
 - 1.18.4. If indicated by survey results:
 - 1.18.4.1. Provide funding to support training and materials for two (2) BASICS and two (2) CASICS trainings; and
 - 1.18.4.2. Subcontract, subject to written approval by the Department, with a licensed LADC to provide telehealth support to students for the first year of the contract term;
 - 1.18.5. Track utilization across participating campuses; and
 - 1.18.6. Analyze resulting data to determine a sustainable cost-sharing model for remaining contract term.
 - 1.19. The Contractor must collaborate with the Association of Recovery in Higher Education (ARHE) to conduct the Standardized Review for College Recovery Advancement evaluative accreditation process to support CRP growth and development, ensure the quality and integrity of programs and services, and to increase public awareness and credibility CRP.
 - 1.20. The Contractor must ensure Student Peer Leaders (SPLs) receive training related to their peer leadership duties including:
 - 1.20.1. Substance use education including alcohol, cannabis, opioids, and stimulants;
 - 1.20.2. How to respond to drug- or alcohol-related emergencies, including how to administer overdose-reversal medication;
 - 1.20.3. Mental Health First Aid;
 - 1.20.4. Suicide prevention;
 - 1.20.5. Suicide ideation assessment protocols;
 - 1.20.6. Safety planning;
 - 1.20.7. When and how to seek out additional support for peers;
 - 1.20.8. CRP policies and procedures;

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**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

- 1.20.9. Compassion fatigue and personal wellness;
- 1.20.10. Facilitation and outreach skills; and
- 1.20.11. Campus data tracking systems and reporting requirements, including when and how to use data to inform programming.
- 1.21. The Contractor must provide outreach to student groups that have increased risk of developing substance use problems.
- 1.22. The Contractor must ensure CRP staff participate in welcome-back events, student organization and resource fairs, and outreach efforts with residence halls, faculty, staff and student clubs to share information about collegiate recovery with students across campuses.
- 1.23. The Contractor must develop and implement a CRP Marketing and Engagement Plan (M&E Plan) to increase awareness and visibility of Programming. The Contractor must submit the M&E Plan to the Department for review and approval within 30 days following the contract effective date and ensure the M&E Plan:
 - 1.23.1. Uses language that promotes the many pathways of recovery and educates about addiction, reducing stigma;
 - 1.23.2. Fosters a campus culture that is inclusive, compassionate, and supportive by ensuring CRP staff receive training in trauma-informed care and responsive practices to ensure a supportive and inclusive environment; and establishing agreements in collaboration with students to create clear and safe sharing parameters. The Contractor must review safe sharing agreements a minimum of annually and update as needed;
 - 1.23.3. Builds community, helping students feel less isolated and more connected, by partnering with student organizations and campus departments to co-facilitate or participate in events across campus; broadening outreach to faculty, staff and students across all academic disciplines;
 - 1.23.4. Encourages engagement and motivates students to participate in programming, take on leadership roles, and contribute to the growth of the CRP community; and
 - 1.23.5. Includes information representing multiple pathways to recovery, which must be prominently displayed in CRP spaces, shared online, and communicated regularly to students.
- 1.24. The Contractor must ensure all M&E materials developed under this Agreement are reviewed and approved by the Department prior to distribution.
- 1.25. The Contractor must ensure the M&E Plan, including any subsequent modifications, is reviewed and approved by the Department prior to

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

implementation.

- 1.26. The Contractor must ensure Recovery Ally Training, aimed at reducing stigma on campus and within the surrounding community, will be offered once per semester.
- 1.27. The Contractor must establish and facilitate a Professional Learning Community for CRP facilitators to meet monthly to share updates and resources related to prevention and recovery, discuss challenges and successes across each campus, and engage in ongoing professional development. CRP facilitators must include but are not limited to staff and student interns across the USNH CRPs, community partners, and staff from other New Hampshire colleges that are looking to implement collegiate recovery, supports for the purpose of Professional development, technical assistance, and problem-solving implementation barriers.
- 1.28. The Contractor must encourage CRP staff to engage in professional development activities through HECAOD, AHRE, the Prevention Technology Transfer Center Network, and utilize resources from SAMHSA to strengthen skills and ensure industry standards are implemented in CRP.
- 1.29. The Contractor must measure program effectiveness, participant satisfaction, and demonstrate CRP impact on academic success and well-being to support continuous CRP improvement utilizing Department-approved tools and methods. The Contractor must ensure the data collection and evaluation process includes:
 - 1.29.1. A CRP Implementation Checklist, completed before beginning services and at six (6) month intervals during the contract term, to measure progress towards the development and implementation of the CRP;
 - 1.29.2. Development of an action plan for each CRP;
 - 1.29.3. Engagement with students, caregivers, and other participants after every CRP meeting and event, including collecting non-identifiable information on student concerns, successes, and barriers to facilitating each event, and duration and type of activities completed by CRP staff;
 - 1.29.4. A brief, five (5) question survey, administered to all participants following every CRP event that is anonymous and includes:
 - 1.29.4.1. Event attended;
 - 1.29.4.2. Role (student, caregiver, faculty/staff, community member, or other)
 - 1.29.4.3. Date;
 - 1.29.4.4. Demographics;
 - 1.29.4.5. Level of satisfaction with the event;

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**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

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- 1.29.4.6. How connected the participant feel to their community after participation; and
 - 1.29.4.7. Feedback to improve experience or suggestions for future events;
 - 1.29.5. An end-of-semester survey regarding CRP engagement, experience, and satisfaction to assess:
 - 1.29.5.1. If the reason they are attending for has improved, worsened, or remained the same;
 - 1.29.5.2. How satisfied they were with services received;
 - 1.29.5.3. If they would recommend the program to others;
 - 1.29.5.4. If they feel hopeful about their future; and
 - 1.29.5.5. If participation in CRP has helped develop stronger skills to support themselves and others with substance use or mental health challenges; and
 - 1.29.6. The number of students who have graduated or withdrawn from the college or university.
 - 1.29.7. Ensuring information about and instructions and guidance for CRP surveys are:
 - 1.29.7.1. Displayed across campus and available at each CRP event to promote consistent survey use, including residence halls and plastic stands; and
 - 1.29.7.2. Available in multiple formats for students and CRP staff to find and use, including QR codes to scan and printed signs.
 - 1.29.8. Student Peer Leader (SPL) surveys to assess the effectiveness of training provided; and
 - 1.29.9. Learning Community evaluation to assess effectiveness, impact, and areas for improvement.
 - 1.30. The Contractor must ensure any modifications to tracking and measurement tools and methods, including surveys and evaluations, are approved by the Department prior to implementation.
 - 1.31. The Contractor must collaborate with AHRE to conduct the AHRE Standardized Review for College Recovery Advancement to support CRP growth and development, ensure the quality and integrity of programs and services, and increase public awareness and credibility of CRP programs. The Contractor must compile results and submit a comprehensive report to the Department for review no later than December 30, 2027. The report must include program strengths and proposed program modifications.

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

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- 1.32. The Contractor must ensure continued operation and growth of the CRP over time by:
- 1.32.1. Diversifying funding strategies and support through fundraising, donor engagement, grant proposals, and exploration of fee-for-service mechanisms and university-based revenue to sustain professional development for collegiate recovery efforts beyond the contract term;
 - 1.32.2. Continuing to collaborate with the NHCUC to develop cost-saving strategies, operational efficiencies, and sustainability;
 - 1.32.3. Sharing online collegiate recovery offerings, allowing accessibility to any student across NH colleges and universities, to encourage engagement, collaboration, and resource sharing;
 - 1.32.4. Working with each participating campus to determine customized sustainability plans based on successes, ongoing needs, priorities, and available resources.
- 1.33. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.
- 1.34. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.
- 1.34.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

providers. The costs for the Contractor's system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.

- 1.35. The Contractor must comply with all applicable Department, State of NH, SAMHSA, and other Federal terms, conditions, and requirements.
- 1.36. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department to review contract deliverables; enhance contract management; improve results; refine progress indicators and performance measures; and adjust program delivery based on successful outcomes.
- 1.37. The Contractor may be required to participate in on-site reviews conducted by the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.38. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.39. The Contractor must ensure CRP is implemented in accordance with Exhibit A Item F-1 Deliverables Table and the following Work Plan

ACTIVITIES	ANTICIPATED BENCHMARKS
Outcome 1: Recruit and hire positions to support implementation of CRP and launch project activities.	
Set up work requisitions within the USNH and advertise for vacant positions. Develop social media and print flyers to distribute open peer leader positions to student clubs and various USNH departments.	Job descriptions, number and types of postings and sources, number of applications received within USNH systems, and source applications are received from.
Complete interviews and onboarding process for vacant positions and up to five (5) student peer leader positions.	Open positions filled and onboarded. New hire orientation and checklist completed.
Schedule and hold a kickoff meeting. Plan subsequent progress monitoring meetings with the project management team, external reviewers from the Department, and USNH-PC.	Establish common understanding of the project work plan, funding guidelines, activities, and deliverables. Create buy-in and begin to develop two-way communication, which will contribute to the successful implementation of CRP across five (5) campuses.

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

Execute subcontracts with local RCOs.	Executed subcontracts with each RCO.
Establish MOUs or Collaborative Agreements with USNH-PC.	Executed MOUs or Collaborative Agreements with each partner campus.
Identify and secure substance-free third spaces to create social spaces for students in recovery and sober-curious students to connect on each campus.	Identified substance-free spaces with clear usage guidelines.
Schedule monthly Implementation Teams meetings.	Development of Implementation checklist. Revision and completion of Campus Collegiate Recovery Policies and Procedures.
Outcome 2: Train Student Peer Leaders (SPL) to facilitate substance use harm reduction education, support mutual aid efforts, and provide peers with information about campus and community resources to scale up support for students with substance use challenges and those in recovery.	
Ensure SPLs receive training as outlined in Section 1.11.	Number of SPLs who have completed trainings; SPL surveys assessing increase of skills and knowledge; and identification of additional support needed to provide support to peers. Resources to support consistent implementation of CRP, including mutual aid tools, event checklists, and ongoing resource materials. Number and type of CRP activities facilitated.
Outcome 3: Scale up CRP efforts on USNH campuses.	
Develop a plan for disseminating opioid overdose reversal medications at each partner campus.	Documented policies, process, and plans for dissemination, monitoring expiration dates and supplies, and increasing access and visibility of substance use prevention and recovery supports.
Providing overdose-reversal medication training to USNH-PC and surrounding communities to increase access to life saving resources.	Number and type of training and materials dispersed. Number of participants.
USNH-PC develop a schedule and plan for increasing student outreach	Schedule of activities and events; data collected on the number and types of CRP

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

and education.	activities conducted; participant engagement in trainings; and meeting and event evaluation results.
Develop a plan to expand access to CRP and disseminate information about online CRP resources. Collaborate with the NHCUC to distribute to NH College and University members.	Marketing and communications plan; number of online CRP meetings facilitated; and number of participants engaged in meetings and engagement from different communities.
Outcome 4: Refine processes for collecting, analyzing, and disseminating project activities and outcomes data to create efficient reporting systems for funders and collaborators.	
Refine data collection, analysis, and reporting processes to create effective data visualizations.	New data collection recommendations to procedures, surveys, and reports.
Complete refinement to existing data collection, analysis, and reporting processes or create new processes if necessary.	Updated monthly activity reports, meeting and event evaluations, and demographic reports.
Train staff on data collection, analysis, and reporting processes, make quarterly refinements as needed. Convene major partners and stakeholders to review report findings and recommendations. Develop plan for future improvements.	Reports and improvement recommendations and plans.
Collect data, share feedback with project management team, Implementation Team, the Department, and other stakeholders to address issues, celebrate successes, support problem-solving, share lessons learned, and make improvements as needed.	Monthly and quarterly meeting notes and required reports.
Submit monthly reports to the Department as outlined in Section 1.40.	Monthly reports submitted to the Department in accordance with Section 1.40.
Submit quarterly narrative reports to	Quarterly reports submitted to the

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

the Department and other stakeholders as outlined in Section 1.40.	Department in accordance with Section 1.40.
Outcome 5: Scale up CRP with existing and new CRPs.	
Plan and conduct a kickoff meeting with NHCUC to launch professional development efforts across its member colleges and universities. The kickoff meeting must: - Share information about CRP and resources; - Gauge interest; and - Identify needs for implementing supports on other campuses.	Calendar of training events. NHCUC survey results. Number of training participants and types of training and coaching support provided to facilitate CRP implementation.
Compile NHCUC data and report on identified needs and existing resources.	Share report with project management team, including recommendations for future efforts.
Develop materials based on NHCUC needs and existing resources to scale up CRP efforts.	Reports and plans for improvements.
Outcome 6: Convene learning communities for CRP facilitators.	
Facilitate monthly learning communities for CRP facilitators to strengthen skills in group facilitation, substance use education, and mutual aid.	Training content developed and shared, number of facilitators engaged, topics covered, and learning community evaluation data.
Plan kickoff meeting with NHCUC to launch professional development efforts with its member colleges and universities; share information about CRP; and gauge interest in and needs for implementing supports on other campuses.	Calendar of training events. NHCUC survey results.
Compile and report NHCUC data on needs and existing resources.	Report shared with project management team, including recommendations for next steps.
Develop materials based on NHCUC needs and existing resources to scale	Reports and plans for improvements.

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

up CRP efforts	
*Activities and benchmarks may be modified with Department approval.	

- 1.40. The Contractor must ensure the Work Plan identified above, including any subsequent modifications, is reviewed and approved by the Department prior to implementation.
- 1.41. The Contractor must ensure all plans developed under this Agreement, including work plans, action plans, sustainability plans, and marketing plans are reviewed annually to ensure strategies remain relevant, effective, and aligned with contract goals. All revisions must be reviewed and approved by the Department prior to implementation.
- 1.42. Data Collection and Reporting
- 1.42.1. The Contractor must provide the Department with aggregate, non-identifiable data that supports contract deliverables. The Contractor must ensure client-level, non-identifiable data excludes information allowing the individual to be identified or constructively identified. Constructively identified means that by using the information provided and what is reasonably and predictably available to a predictable recipient of the information the individual could be identified. The Contractor must provide non-identified data from which there is no reasonable basis to believe that the data used alone or in combination with other reasonably available information, could be used to identify an individual who is a subject of the information.
- 1.42.2. The Contractor must ensure the following data, at a minimum, is collected and submitted to the Department, in a format approved by the Department, on a monthly basis:
- 1.42.2.1. Collegiate Recovery Programming activities, broken out by type; date and location; in-person or online; number of participants; reasons for attendance; and aggregate satisfaction data as applicable;
- 1.42.2.2. Marketing and engagement activities, broken out by type; date and location; target audience; and number of participants; and
- 1.42.2.3. Collaboration activities broken out by type, date and location, and target audience.
- 1.42.3. The Contractor must develop and submit narrative reports to the Department, in a format approved by the Department on a quarterly basis. Quarterly reports must include but are not limited to:

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

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- 1.42.3.1. Summary of CRP activities implemented during the following quarter, across all participating campuses;
 - 1.42.3.2. Progress toward establishing or expanding CRPs, including whether new campuses have completed planning or have implemented programming;
 - 1.42.3.3. Status updates on MOUs, subcontracts, collaborative agreements, or partnerships;
 - 1.42.3.4. Updates on the Project Management Team, Collegiate Recovery Team, and Campus Improvement Teams, including meeting frequency, decisions made, and challenges addressed;
 - 1.42.3.5. Evidence of student leadership development and involvement of Student Peer Leaders;
 - 1.42.3.6. Evidence of partnerships and collaboration, including work completed with RCOs, on-campus partners, student organizations, NHCUC, ARHE, and other community organizations;
 - 1.42.3.7. Updates on training, professional development, and capacity building including trainings provided; Professional Learning Community activities; and professional development;
 - 1.42.3.8. Marketing and engagement efforts including promotional activities and outreach strategies used to increase visibility and reduce stigma;
 - 1.42.3.9. Summary of surveys administered, including key trends or themes emerging from participant feedback;
 - 1.42.3.10. Updates on academic success indicators; and
 - 1.42.3.11. Updates on barriers encountered and action taken.
 - 1.42.4. The Contractor must ensure compliance with HIPAA, 45 CFR 160, 162, and 164, and 42 CFR Part 2, and confidentiality, consent, notice, and other legal requirements, as applicable to any data collected or reported.
 - 1.42.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department, including but not limited to data required by the Substance Abuse and Mental Health Services Administration.

1.43. Staffing

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**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

- 1.43.1. The Contractor must recruit and maintain sufficient staffing necessary to perform and carry out all of the functions, requirements, roles, and duties as required in this Agreement. The Contractor's personnel must:
 - 1.43.1.1. Have lived experience with the SUD recovery process;
 - 1.43.1.2. Include the following positions at a full-time equivalent (FTE) allocation, or as agreed upon by the Department and the Contractor, but not be limited to:
 - 1.43.1.2.1. One (1) FTE Peer Recovery Support Staff to:
 - 1.43.1.2.1.1. Provide 1:1 recovery support meetings;
 - 1.43.1.2.1.2. Facilitate in person and online peer recovery support groups; and
 - 1.43.1.2.1.3. Conduct educational training.
 - 1.43.1.2.2. One (1) part-time equivalent CRP Coordinator to:
 - 1.43.1.2.2.1. Manage grant requirements, data collection and reporting;
 - 1.43.1.2.2.2. Provide program administrative support and supervision; and
 - 1.43.1.2.2.3. Facilitate community development, on campus and within local communities.
 - 1.43.1.2.3. One (1) .25 FTE marketing/peer engagement staff to:
 - 1.43.1.2.3.1. Develop marketing strategies and materials; and
 - 1.43.1.2.3.2. Conduct student engagement activities.

1.44. State Opioid Response (SOR) Grant Standards

- 1.44.1. If applicable, the Contractor must ensure they, and any provider which referrals are made to:
 - 1.44.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;
 - 1.44.1.2. Only provide medical withdrawal management services to

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

individuals supported by SOR grant funds if the withdrawal management services are accompanied by the use of injectable extended-release naltrexone, as clinically appropriate;

- 1.44.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and
- 1.44.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.
- 1.44.2. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
- 1.44.3. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:
 - 1.44.3.1. Treatment in this context includes the treatment of OUD/StimUD;
 - 1.44.3.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and
 - 1.44.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 1.44.4. The Contractor must utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.
- 1.44.5. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the Department for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
 - 1.44.5.1. Internal policies for the distribution of test strips;
 - 1.44.5.2. Distribution methods and frequency; and
 - 1.44.5.3. Other key data as requested by the Department.
- 1.44.6. The Contractor must provide services to eligible individuals who:
 - 1.44.6.1. Receive MSUD services from other providers, including the individual's primary care provider;

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

- 1.44.6.2. Have co-occurring substance use and mental health disorders; or
- 1.44.6.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.
- 1.44.7. If applicable, the Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 1.44.8. If applicable, the Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 1.44.9. The Contractor must collaborate with the Department and other SOR funded vendors, as requested and directed by the Department, to improve SAMHSA Unified Performance Reporting Tool data collection.
- 1.45. Background Checks
 - 1.45.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone and provided the Department evidence of:
 - 1.45.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.45.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 1.45.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 1.46. Confidential Data
 - 1.46.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
 - 1.46.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.47. Contract End-of-Life Transition Services

1.47.1. General Requirements

1.47.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.47.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.47.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

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**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

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- 1.47.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
 - 1.47.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
 - 1.47.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
 - 1.47.2. Completion of Transition Services
 - 1.47.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.47.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
 - 1.47.3. Disagreement over Transition Services Results
 - 1.47.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

in accordance with the Agreement.

1.48. Website and Social Media

- 1.48.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.
- 1.48.2. The Contractor must not solicit any Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information through its website.
- 1.48.3. Requirements for Web Content Accessibility:
 - 1.48.3.1. Under Title II of the Americans with Disabilities Act, the Department is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.
 - 1.48.3.2. The Contractor acknowledges and agrees that the Department may require Contractor's compliance with the web content accessibility standards set forth above to be determined by a third-party selected by the State in its sole and absolute discretion.
 - 1.48.3.3. Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guideless, Chapter 4: Hardware.
- 1.48.4. State of New Hampshire's Website Copyright
 - 1.48.4.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit A-2 Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit A-3, DHHS Information Security Requirements.
- 2.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

3. Additional Terms

- 3.1. Impacts Resulting from Court Orders or Legislative Changes
 - 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 3.2.1. The Contractor must submit:
 - 3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
 - 3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right->

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A-1

[compliance-dhhs-vendors](#)); and

- 3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A Item F-2

Exhibit A Item F-2 – Payment Terms

1. This Agreement is funded by:
 - 1.1 100% Federal funds:
 - 1.1.1 Substance Use Prevention and Treatment Block Grant, as awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA) on January 28, 2026, ALN 93.959, FAIN B08TI088484;
 - 1.1.2 State Opioid Response Grant as awarded by SAMHSA on:
 - 1.1.2.1 September 20, 2025, ALN 93.788, FAIN H79TI087843; and
 - 1.1.2.2 July 13, 2026, ALN 93.788, FAIN H79TI087843
2. For the purposes of this Agreement the Department has identified:
 - 2.1 The Contractor as a Subrecipient, based on criteria specified in 2 CFR §200.331.
 - 2.2 The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
 - 2.3 The Indirect Cost Rate for this Agreement as 0%
3. The Contractor shall submit each Deliverable and associated documentation as specified in Exhibit A, Item F-1, Deliverables Table. The Department shall notify the Contractor in writing of Deliverable acceptance or any deficiencies. If notified of any deficiencies, the Contractor shall correct and resubmit the Deliverable. The Department shall notify the Contractor of final acceptance or further required corrections. Upon acceptance of the Deliverable by the Department, payment shall be made in accordance with Exhibit A, Item F-1, Deliverables Table.
4. The Contractor shall submit an invoice to the Department in the month following completion and Department acceptance of the Deliverable(s), 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 Department-accepted Deliverables for the previous month, in accordance with 2 CFR 200.403 or other applicable Federal or State laws or regulations.
 - 4.4 Is completed, dated and returned to the Department or allowable expenses to initiate payment.
 - 4.5 Is assigned an electronic signature and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

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

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DH

**New Hampshire Department of Health and Human Services
Collegiate Recovery Programs**

Exhibit A Item F-2

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-five (45), or sooner if available, 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. Changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
9. 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.

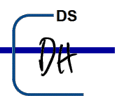
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Exhibit A, Item F-1 Deliverables Table

New Hampshire Department of Health and Human Services

Contractor Name: University of New Hampshire
Project Title: Collegiate Recovery Programming
Budget Period: Upon Governor & Council Approval through June 30, 2028

Section	Milestone	Deliverable(s)	Due Date* / Frequency	Evidence for Payment	Cost Per Deliverable Unit	Number of Deliverable Units	Total Deliverable Cost
ONE-TIME PAYMENTS							
Outcome 1 and 3 of Work Plan	Project Launch, Staffing, and Foundational Infrastructure	Project kickoff meeting with the Department	60 calendar days from contract effective date	Kickoff meeting notes	\$ 48,300.00	1	\$ 48,300.00
		Set up work requisitions within USNH and advertise positions. Develop social media and print flyers to distribute peer leader positions.		Copies of postings and recruitment flyers			
		Hiring completed for required staff positions and up to 5 Student-Peer Leaders (SPLs) Substance-free spaces identified Develop campus outreach schedules and CRP launch reports Establish project team meeting schedules. (Project Management Team, Implementation Team, USNH Collegiate Recovery Teams)		Hire confirmations List of substance-free spaces Planning documentation for new campuses and CRP launch reports submitted Team rosters and meeting schedules			
1.7	Initial Partnership Safe Harbor Recovery	To provide supervision to the student Peer Leaders and assist with care coordination and provide family support as needed to support Collegiate Recovery activities in the Seacoast Region.	60 calendar days from contract effective date	Agreement documentation, including roles and responsibilities, work plan, meeting schedule, data collection, and timeframe	\$ 7,000.00	1	\$ 7,000.00
	Initial Partnership Keene Serenity Center	To co-facilitate mutual aid supports, provide substance use education, mentor student peer leaders, assist with care coordination and provide family support as needed for the campus/community.	60 calendar days from contract effective date		\$ 12,000.00	1	\$ 12,000.00
	Initial Partnership Hope for NH Recovery	To co-facilitate mutual aid supports, provide substance use education, mentor student peer leaders, assist with care coordination, provide family support as needed for the UNH Manchester campus and Substance use education to colleges and Universities in the Greater Manchester community. And to facilitate mobile wellness clinics on each collegiate recovery campus and provide guidance on replicating these events in subsequent years by campus staff.	60 calendar days from contract effective date		\$ 15,500.00	1	\$ 15,500.00
	Initial Partnership Archways	To co-facilitate mutual aid supports, mentor student peer leaders, assist with care coordination and provide family support as needed for the Plymouth State University Campus and Concord communities.	60 calendar days from contract effective date		\$ 18,000.00	1	\$ 18,000.00
1.8	Initial Partner Campus Collaboration	To establish partnerships for the provision of CRP services at campuses outside of UNH Durham (PSU, KSC, FPL, UNHM).	60 calendar days from contract effective date	MOU / Collaborative Agreement documentation	\$ 20,000.00	1	\$ 20,000.00
1.23	Marketing and Engagement Plan	Develop Marketing and Engagement Plan and submit to the Department for review and approval.	60 calendar days from contract effective date	Copy of plan submitted on time.	\$ 25,000.00	1	\$ 25,000.00
Outcome 3 of Work Plan	Tertiary Prevention Infrastructure and Dissemination Plan	Develop tertiary prevention policies, process, and plans for dissemination, monitoring expiration dates and supplies, and increasing access and visibility of substance use prevention and recovery supports.	60 calendar days from contract effective date	Copy of plan submitted on time.	\$ 48,300.00	1	\$ 48,300.00
Outcome 4 of Work Plan	Data Systems, Reporting & Evaluation Development	Data collection and reporting processes and tools updated Staff trained in data processes Event evaluations, student surveys, and semester satisfaction surveys fully developed & executed with each organization	120 calendar days from contract effective date	Revised data collection tools, survey templates, sample reports, training documentation, and evaluation summaries.	\$ 48,300.00	1	\$ 48,300.00
1.18.2 Outcomes 5 & 6 of Work Plan	NHCUC Collaboration, Professional Development, CRP Scaling	NHCUC needs/resources survey completed NHCUC action plan developed Begin to roll out programming and technical assistance to NHCUC's 21 member institutions Materials developed based on NHCUC survey Learning community training content developed and documented	120 calendar days from contract effective date	Kickoff meeting notes Survey results Action plan Roll out documentation submitted Professional development materials Learning community agendas and attendance	\$ 48,300.00	1	\$ 48,300.00

Exhibit A, Item F-1 Deliverables Table

Section	Milestone	Deliverable(s)	Due Date* / Frequency	Evidence for Payment	Cost Per Deliverable Unit	Number of Deliverable Units	Total Deliverable Cost
1.14, 1.29.2	Expanded Partner Campus Collaboration	To expand CRP services by establishing partnerships 2 additional campuses for the provision of CRP services at campuses outside of UNH Durham	210 calendar days from the contract effective date	Expansion plans submitted for each additional campus. Evidence of new campus-specific outreach schedules Documentation of CRP programming launch on new campuses MOU / Collaborative Agreement documentation and quarterly reports of activities CRP Action and Sustainability Plans submitted on time	\$ 48,300.00	1	\$ 48,300.00
		To provide training on the Brief Alcohol Screening and Intervention for College Students (BASICS) tool and the Cannabis Screening and Intervention for College Students (CASICS) tool.	by 6/30/2027	Training schedule and logs for two (2) BASICS trainings and two (2) CASICS trainings	\$ 5,500.00	4	\$ 22,000.00
1.7	Continued Partnership Safe Harbor Recovery	To provide supervision to the student Peer Leaders and assist with care coordination and provide family support as needed to support Collegiate Recovery activities in the Seacoast Region.	8/1/2027	Agreement documentation, including roles and responsibilities, work plan, meeting schedule, data collection, and timeframe	\$ 10,000.00	1	\$ 10,000.00
	Continued Partnership Keene Serenity Center	To co-facilitate mutual aid supports, provide substance use education, mentor student peer leaders, assist with care coordination and provide family support as needed for the campus/community.	8/1/2027		\$ 24,000.00	1	\$ 24,000.00
	Continued Partnership Hope for NH Recovery	To co-facilitate mutual aid supports, provide substance use education, mentor student peer leaders, assist with care coordination, provide family support as needed for the UNH Manchester campus and Substance use education to colleges and Universities in the Greater Manchester community. And to facilitate mobile wellness clinics on each collegiate recovery campus and provide guidance on replicating these events in subsequent years by campus staff.	8/1/2027		\$ 31,000.00	1	\$ 31,000.00
	Continued Partnership Archways Recovery Community Organization	To co-facilitate mutual aid supports, mentor student peer leaders, assist with care coordination and provide family support as needed for the Plymouth State University Campus and Concord communities.	8/1/2027		\$ 30,000.00	1	\$ 30,000.00
1.31	AHRE Standardized Review	Staff Preparation, oversight, travel and collaborate with AHRE to conduct the AHRE Standardized Review and networking for College Recovery Advancement to support CRP growth and development, ensure the quality and integrity of programs and services, and increase public awareness and credibility of CRP programs.	within 180 days of the contract effective date	Standardized review results and narrative report submitted to the Department on time.	\$ 25,800.00	1	\$ 25,800.00
MONTHLY							
1.2, 1.42.1, 1.7, 1.14, 1.29.2, and 1.18.2	CRP Programming and ongoing collaboration activities with RCOs, Partner Campuses, and NHCUC	Provide Collegiate Recovery Programming that increases awareness of and access to recovery supports and services for students with alcohol and drug use problems and/or who are sober-curious and creates a supportive campus environment that fosters wellness, connection, and long-term success.	Monthly beginning 60 calendar days from contract effective date through 6/30/28	Monthly data detailing Collegiate Recovery Program activities, including types of programming, attendance, format, participant satisfaction, marketing and engagement efforts and updates on collaboration activities, including dates, locations, and target audiences.	\$ 12,800.00	21	\$ 268,800.00
	Monthly Meetings	Department Contract Monitoring Meetings to review contract deliverables; enhance contract management; improve results; refine progress indicators and performance measures; and adjust program delivery based on successful outcomes.	Monthly beginning 60 calendar days of the contract effective date through 6/30/28	Meeting participation	\$ 2,400.00	21	\$ 50,400.00
1.42	Data Collection and Reporting	Providing the Department with aggregate, non-identifiable data that supports contract deliverables on a monthly basis.	Monthly beginning 60 calendar days of the contract effective date through 6/30/28	Monthly reports completed and submitted on time.	\$ 2,300.00	21	\$ 48,300.00

Exhibit A, Item F-1 Deliverables Table

Section	Milestone	Deliverable(s)	Due Date* / Frequency	Evidence for Payment	Cost Per Deliverable Unit	Number of Deliverable Units	Total Deliverable Cost
QUARTERLY							
1.2, 1.23.3, 1.26	Training	Providing training to Staff and Student Peer Leaders including substance use education, overdose response, MHFA, suicide prevention, trauma-informed practices, facilitation skills, campus data tracking, and Recovery Ally training.	Quarterly beginning 60 calendar days from contract effective date through 6/30/28	Training schedule and logs	\$ 6,900	7	\$ 48,300
1.2.20.13, 1.10, 1.18.3, 1.24, Outcome 2 and 5 of Work Plan	Resource Development, Review, and Revisions	Development of all CRP-related resource and educational materials including Mutual aid tools, event checklists, training, outreach, marketing, and engagement materials.	Quarterly beginning 60 calendar days from contract effective date through 6/30/28	Copies of resource materials developed.	\$ 6,900	7	\$ 48,300
1.18.2, 1.29.4, 1.29.5, 1.29.8, 1.41	Surveys	Survey administration including CRP Activity/Event Survey, End-of-Semester Survey, SPL Survey	Quarterly beginning 60 calendar days from contract effective date through 6/30/28	Copies of surveys submitted.	\$ 6,900	7	\$ 48,300
1.42.2	Quarterly Reports	Providing quarterly updates on Collegiate Recovery Program activities, progress in establishing or expanding programs, and the status of key agreements and partnerships.	Quarterly beginning 60 calendar days from contract effective date through 6/30/28	Quarterly reports completed and submitted on time.	\$ 6,900	7	\$ 48,300
BI-ANNUALLY							
1.15	Student Engagement	Year 1 targets =4500, with 2,250 students engaged during the first 6 months - 6 months later 2,250 students. Year 2 targets = 2,362 students – 6 months later 2,363 students	Bi-Annually beginning 6-months following the contract effective date through 6/30/28	Program attendance rosters demonstrating target engagement numbers.	\$ 30,000.00	4	\$ 120,000.00
TOTAL PROGRAM COST					\$		\$ 1,162,500.00

New Hampshire Department of Health and Human Services

Exhibit A-2

Exhibit A-2 – Federal Requirements

Section A: Certification Regarding Drug-Free Workplace Requirements

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2 Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1 The dangers of drug abuse in the workplace;
 - 1.2.2 The Contractor's policy of maintaining a drug-free workplace;

Federal Requirements

Contractor's Initials:

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New Hampshire Department of Health and Human Services

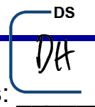
Exhibit A-2

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- 1.2.3 Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3 Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
 - 1.4 Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will
 - 1.4.1 Abide by the terms of the statement; and
 - 1.4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5 Notifying the agency in writing within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 1.6 Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
 - 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Federal Requirements

Contractor's Initials: 

New Hampshire Department of Health and Human Services

Exhibit A-2

Section B: Certification Regarding Lobbying

The Contractor identified in the Cooperative Project Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), and further agrees to have the Contractor's representative, as identified in the Cooperative Project Agreement, execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- Temporary Assistance to Needy Families under Title IV-A
- Child Support Enforcement Program under Title IV-D
- Social Services Block Grant Program under Title XX
- Medicaid Program under Title XIX
- Community Services Block Grant under Title VI
- Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Federal Requirements

Contractor's Initials:

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DA

New Hampshire Department of Health and Human Services

Exhibit A-2

Section C: Certification Regarding Debarment, Suspension And Other Responsibility Matters

The Contractor identified in the Cooperative Project Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in the Cooperative Project Agreement execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

2. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Federal Requirements

Contractor's Initials:

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New Hampshire Department of Health and Human Services

Exhibit A-2

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) Title 22 Chapter V Part 513
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2 Have not within a three-year period preceding this proposal (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3 Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4 Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

Federal Requirements

Contractor's Initials:

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New Hampshire Department of Health and Human Services

Exhibit A-2

- 13.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 13.2 Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

New Hampshire Department of Health and Human Services

Exhibit A-2

Section D: Certification Of Compliance With Federal Requirements

The Contractor identified in the Cooperative Project Agreement agrees by signature of the Contractor's representative as identified in the Cooperative Project Agreement, to execute the following certification:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;

Federal Requirements

Contractor's Initials:

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New Hampshire Department of Health and Human Services

Exhibit A-2

10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.
12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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 the Cooperative Project Agreement agrees by signature of the Contractor’s representative as identified in the Cooperative Project Agreement, to execute the following certification:

16. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

Federal Requirements

Contractor’s Initials:

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DA

New Hampshire Department of Health and Human Services

Exhibit A-2

Section E: Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in the Cooperative Project Agreement agrees, by signature of the Contractor's representative as identified in the Cooperative Project Agreement, to execute the following certification:

1. By signing and submitting this Agreement, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

New Hampshire Department of Health and Human Services

Exhibit A-2

Section F: Certification Regarding The Federal Funding Accountability And Transparency Act (FFATA) Compliance

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub award or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1 More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2 Compensation information is not already available through reporting to the SEC.
 - 10.3 Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in the Cooperative Project Agreement agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110- 252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in the Cooperative Project Agreement execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Federal Requirements

Contractor's Initials: 

New Hampshire Department of Health and Human Services

Exhibit A-3

Exhibit A-3 – DHHS Information Security Requirements

The purpose of this Exhibit is to establish the baseline security requirements required for the Department's compliance with state and federal law and by agreement with our federal partners, which includes adherence to National Institute of Standards & Technology (NIST) controls and standards, to protect the State and Department systems or network, as well as Department Data, as set forth below.

1. Definitions

The following terms have the described meaning in this Exhibit and, if not defined in this Exhibit, in the Agreement:

- 1.1 "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 1.2 "Business Associate" means the definition of "Business Associate" in 45 CFR 160.103. Per this definition, a Business Associate includes a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the Business Associate.
- 1.3 Data Definitions
 - 1.3.1 "Data" means information owned, managed, created, received for, or on behalf of, the Department.
 - 1.3.2 "Confidential Data" means all Data deemed confidential or restricted under state or federal law. Confidential Data is not intended to be shared with the public and requires protection from unauthorized access. This information includes but is not limited to Protected Health Information (PHI), electronic Protected Health Information (ePHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI) information and numbers. This definition also includes constructively identifiable Data for which there is a reasonable basis to believe that used, alone or in combination with other reasonably available information by an anticipated recipient, could identify an individual who is a subject of the information. "Confidential Data" as used in this definition is not a data classification category. These classifications can be found in NHS0257 Version:3 [Data Classification Policy](#).
 - 1.3.3 "Derivative Data" means Data or information based on or created from Confidential Data or information or Data based on or created from Confidential Data, and from which the raw Confidential Data is still identifiable and has not been aggregated and/or de-identified. Derivative Data includes any subset of Confidential Data in any format.

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New Hampshire Department of Health and Human Services

Exhibit A-3

- 1.3.4 "Encounter Data" means Data or informational-only records that providers or Managed Care Organizations (MCOs) submit to a state or payer for services provided under a managed care capitation payment or prospective payment system.
- 1.3.5 "Personally Identifiable Information" (PII) also known as "Personal Information" (PI) means Data or information which can be used to distinguish or trace an individual's identity as defined in The Privacy Act of 1974 as amended at 5 U.S.C. 552a and in New Hampshire RSA 359-C:19.
- 1.4 "End User" means any person or entity that receives Data in accordance with the terms of the Agreement, including Contractor employees, Business Associates, subcontractors, interns and volunteers of the Contractor.
- 1.5 "Incident" means an act that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits, or that constitutes a violation, or imminent threat of violation, of security policies, security procedures, or acceptable use policies.
- 1.6 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information as outlined in 45 C.F.R. Parts 160 and 164, promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) by the United States Department of Health and Human Services.
- 1.7 "Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information as outlined in 45 C.F.R. Part 164, Subpart C, and all amendments thereto.

2. GENERAL

- 2.1 The Contractor must comply with all applicable NH state and federal laws and regulations, Department and federal agreements, and federal policies relating to the privacy and security of Data including, but not limited to, the Privacy Act of 1974 (5 U.S.C. § 552a).
- 2.2 The Contractor must establish and maintain an Information Security Management System (ISMS) that applies appropriate administrative, technical, physical, and organizational safeguards, to protect the confidentiality, integrity, and availability of the Data from insider and external threats such as unauthorized use, unauthorized access, and Data tampering. The ISMS must meet the security requirements identified by the Department in the Agreement and in New Hampshire Department of Information Technology (NH DoIT) [policies, standards, and procedures](#).
- 2.3 The Contractor shall regularly assess and mitigate risks to the security of the Department's Data and information, including but not limited to risks arising from cyber threats, human errors, and natural disasters.
- 2.4 The Contractor shall implement and maintain strict access controls including, but not limited to, multifactor authentication, least privilege principles, and regular review of access rights, to ensure that only authorized personnel have access to the Department's Data and information, and that such access is on a need-to-know basis.

New Hampshire Department of Health and Human Services

Exhibit A-3

- 2.5 The Contractor must implement and follow the NIST SP 800-53 "Security and Privacy Controls for Information Systems and Organizations" (current version and as it may be amended) when managing services, hosting, developing, implementing and maintaining authentication and access controls, and/or implementing information technology and/or when creating, collecting, managing, administering, processing, transmitting, and/or storing Confidential Data in the delivery of the contracted services on behalf of the Department.
- 2.6 The Contractor agrees that if the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103 or a Qualified Service Organization (QSO) pursuant to 42 CFR Part 2, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the Agreement, the BAA, and this Exhibit (each a part of, and incorporated by reference into, the Agreement) for as long as it is in possession of Department Data.
- 2.7 The Contractor acknowledges that all security, privacy, and Data protection requirements outlined in this Agreement apply to any system, process, application, or service that handles, accesses, stores, transmits, or otherwise interacts with Department Data. The Department reserves the right to categorize Contractor services into security tiers based on risk level, Data sensitivity, hosting arrangements, and system functionality. The Department may impose additional controls or documentation requirements for higher-risk tiers, including enhanced monitoring, additional attestations, or onsite audits.
- 2.8 The Contractor shall ensure that any subcontractor engaged to perform services under this Agreement that involves access to, creation, receipt, maintenance, or transmission of Department Data is contractually bound to comply with all obligations, safeguards, and requirements imposed on the Contractor under this Agreement, including those contained in the Contractor's BAA, if applicable, with the Department. The Contractor shall ensure these requirements are applied to each of their downstream subcontractor(s) and agrees that they are liable for compliance with these terms, as well as for the compliance of all downstream subcontractors that they engage to perform Services under this Agreement.

3. USE AND DISCLOSURE OF DATA

- 3.1 The Contractor must use, access, maintain, transmit, or disclose Department Data only as required to fulfill the duties of this Agreement or as required by law subject to requirements of Section 3.4 below. The Contractor must limit all access and use of except Confidential Data to the minimum necessary to perform authorized functions, based on role-based access and least-privilege principles. The Contractor must not use Department Data for analytics, product development, model training, marketing, or any other secondary purpose not authorized in writing by the Department.
- 3.2 The Contractor must not aggregate, analyze, mine, or derive insights from Department Data as expressly authorized in writing by the Department.
- 3.3 The Contractor shall encrypt all Department Data at rest using cryptographic mechanisms validated under Federal Information Processing Standards (FIPS), as developed by NIST, FIPS 140-2 or FIPS 140-3, with AES-256 being the minimum acceptable standard. Department Data in transit must be encrypted using TLS 1.2 or

New Hampshire Department of Health and Human Services

Exhibit A-3

higher. Encryption keys must be protected using hardware security modules or equivalent controls and stored separately from encrypted Data.

- 3.4 Legal Process and Notice: The Contractor shall promptly notify the Department in writing, and in no event later than two business days after receipt, of any subpoena, court order, discovery request, civil investigative demand, law enforcement request, or other compulsory process seeking Department Data, unless legally prohibited from doing so. The Contractor shall not disclose Department Data in response to such process before the Department has had a reasonable opportunity to object, seek a protective order, move to quash, or otherwise limit the disclosure, unless the Contractor is required to disclose sooner by law, court order, or other legally binding process.
- 3.5 The Contractor must have an overall Data security process that supports Data security auditing. Application, system-level, user audit trail, and records of all activities associated with ePHI must be monitored. Per 45 CFR §164.312(b), 45 CFR §164.316, NIST SP 800-66 Rev. 2, and NIST SP 800-92 all service providers must keep a log of all activities associated with ePHI and retain these records for seven (7) years. This applies to the date the log was last in effect.
- 3.6 In case of a conflict between any applicable privacy or security rules, laws, regulations, or standards the most stringent must apply. The most stringent means the requirement which provides the highest level of protection to Confidential Data.

4. DATA LOCATION AND RETENTION

- 4.1 The Contractor must store, process, administer, and transmit Confidential Data only within the contiguous boundaries of the United States. This physical location requirement must also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup Data, video conferencing and disaster recovery locations. All Software as a Service (SaaS), Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) must be in accordance with [NHS0289 Version: 4](#).
- 4.2 The Contractor must not outsource functions including, but not limited to, IT support or administrative services relating to the State of New Hampshire, or the Department, offshore or outside the boundaries of the contiguous United States, unless a written exception or approval is provided by the Department.
- 4.3 The Contractor must limit access to its data center and off-site backup storage facilities to authorized personnel. Backup storage facilities must be located in a facility far enough away to ensure it is on a separate electric grid and that any natural disaster that could impact the primary system/solution/Data storage location will not impact the backup facility.

5. DATA DISPOSITION

- 5.1 The Contractor must only retain Confidential Data as described in the "Data End-of-Life Transition Services" and "Data Transition Plan" Sections of the Agreement (as well as with the terms of the BAA, if applicable). If the parties agree that it is infeasible to return or destroy the Confidential Data, all protections pursuant to this Information

New Hampshire Department of Health and Human Services

Exhibit A-3

Security Requirements Exhibit (and BAA, if applicable) survive termination of the Agreement.

- 5.2 The Contractor must send the Department's Information Security Officer or designee written certification, confirming the date that all Data, electronic and hardcopy, was destroyed. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the Department and Contractor prior to destruction. If the Contractor has comingled Confidential Data and the destruction is not feasible, the Department and Contractor will jointly evaluate retention requirements prior to destruction.
 - 5.2.1 Unless a longer time period is specified in the Data Transition Plan, within thirty (30) days of the termination of this Agreement, Contractor must destroy all hard copies of Confidential Data by professional shredding, or in accordance with any federal requirements for Data destruction, as applicable.
 - 5.2.2 Unless a longer time period is specified in the Data Transition Plan, within sixty (60) days of the termination of this Agreement, Contractor must completely destroy all electronic Confidential Data by rendering it unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST SP 800-88 (latest version).
- 5.3 If agreed upon under the Data Transition Plan, the Contractor may retain Department Data in hard copy or in its systems, hard drives, printers, scanners, mobile devices, in the Cloud, or in other devices/technology approved by the Department. The Contractor must provide or obtain written certification for any Data destroyed by the Contractor or any End Users as a part of ongoing, emergency, and/or disaster recovery operations.
- 5.4 The Contractor must ensure that no residual Department Confidential Data remains in logs, system memory, snapshots, temporary storage, autosave features, disaster recovery environments, or distributed cloud replicas after destruction.
- 5.5 The Contractor must ensure that any hardware, software, and licenses will be decommissioned as soon as it is determined the aforementioned is no longer required or immediately upon being informed by the Department that the aforementioned is no longer required.

6. INFORMATION SECURITY & PRIVACY INCIDENT RESPONSE

- 6.1 Upon discovery of an Incident or Breach, the Contractor must immediately contain the issue and take necessary steps to minimize the damage or loss.
- 6.2 The Contractor must bear all costs associated with responding to and recovering from an Incident or Breach, including costs for notifications, credit monitoring, and any required support services.
- 6.3 The Contractor must investigate the cause of the Incident or Breach and promptly implement measures to prevent recurrence. The Contractor's Incident response

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New Hampshire Department of Health and Human Services

Exhibit A-3

procedures must include the ability to identify Incidents, determine whether Confidential Data is involved, and report incidents promptly.

- 6.4 The Contractor must notify the Department's Information Security Office immediately upon discovery of any actual or suspected Incident or Breach involving, or reasonably believed to involve, Confidential Data, using the email address noted below. A final Incident Response Report and Mitigation Plan must be submitted within one business week of investigation closure.
- 6.5 The Contractor agrees to cooperate with the Department's Information Security Office and the NH Department of Information Technology's Chief Information Security Officer (CISO) in the detection of any security vulnerability that potentially impacts Data and/or the hosting infrastructure.
- 6.6 By entering into this Agreement, the Contractor agrees to assume full responsibility and liability for the acts, omissions, and security failures of all subcontractors. Any Breach or Incident involving a subcontractor shall be treated as if it were caused by the Contractor.

7. AUTHORITY TO OPERATE

- 7.1 If the Agreement requires the Contractor to develop, maintain, and/or deliver a "General Support System" or "Major Application", as these terms are defined in Appendix III to OMB Circular No. A-130, on behalf of a federal agency, then an Authority to Operate (ATO) is required by Federal Information Security Modernization Act (FISMA) standards. The Deliverables and Milestones table within the Statement of Work Exhibit will identify the documents and deliverables required to achieve ATO status prior to implementation.
 - 7.1.1 Utilizing the Department's System Security Plan (SSP) template, the Contractor must create a SSP for the Department's Information Security Officer (ISO) or designee's approval prior to implementation. The SSP must document the system description, system boundary, architecture, and security control within a specific module's scope of work that protects the confidentiality, integrity, and availability (CIA) of the solution and its information. The SSP must be updated no less than annually or when new vulnerabilities are identified and mitigated or when additional functionality and/or components are implemented. The System Security Plan must be approved before any Data is transferred or entered into the solution.
- 7.2 The Contractor must develop and maintain annually, a Continuity of Operations Plan (COOP) and a Disaster Recovery Plan (DRP) for the solution.
- 7.3 The Contractor shall ensure that an independent third party performs a penetration test prior to system go-live, and annually thereafter, or whenever significant system changes occur. All penetration testing must follow industry-recognized standards, including but not limited to the Open Web Application Security Project (OWASP) Testing Guide, NIST SP 800-115, and Penetration Testing Execution Standard (PTES), and must assess application, network, cloud, Application Programming Interface (API), and authentication components.



New Hampshire Department of Health and Human Services

Exhibit A-3

- 7.4 The Contractor shall provide the State with complete Penetration Test Reports, including methodology, identified vulnerabilities, severity ratings, exploit evidence, and recommended remediation actions, along with written certification that the testing was completed. Within 15 days of each annual penetration test, the Contractor shall deliver a report of all identified security issues to the State's Information Security Office. If any security issues are identified in the report, then within 45 days of testing, the Contractor shall provide a remediation plan to the State's Information Security Officer or designee.
- 7.5 The organization shall perform vulnerability assessments on all information systems that create, receive, maintain, or transmit ePHI on a regular basis, and no less frequently than once every six (6) months. All identified vulnerabilities shall be documented, evaluated for risk, and remediated in accordance with the organization's risk management procedures.

8. PRIVACY IMPACT ASSESSMENT (PIA)

- 8.1 Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor if Personal Identifiable Information Data is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess at minimum, the following:
- 8.1.1 How PII Data is gathered and stored.
 - 8.1.2 Who will have access to PII Data.
 - 8.1.3 How PII Data will be used in the system.
 - 8.1.4 How individual consent will be achieved and revoked; and
 - 8.1.5 Privacy practices.
- 8.2 The Department will conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 8.3 The Contractor agrees, upon the written request of the Department, to provide to the Department's Information Security Officer or designee physical and logical process procedures, systems documents logs, BAAs, and/or Qualified Service Organization Agreements (QSOAs) for the purpose of inspecting to confirm compliance with the terms of this Agreement.

9. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE

- 9.1 Contractor End Users who are required to use only Department owned devices, email, or other Department standard software or storage solutions for Data storage and/or communication, per the Scope of Services in the Agreement, must ensure that all Confidential Data will be stored on the State owned devices only and will be shared only with End Users who have DHHS affiliate email accounts to ensure the



New Hampshire Department of Health and Human Services

Exhibit A-3

Confidential Data is transmitted and/or stored on State owned and controlled devices such as systems, websites, cloud services data centers.

- 9.2 Contractor End Users authorized by the Department's Information Security Office to access the State of New Hampshire's or Department's network or system(s) and/or use a Department owned device (e.g. computer, iPad, cell phone) must sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required.
- 9.3 Contractor agrees, if any End User is found to be in violation of any of the above-stated terms and conditions of the Agreement, said End User may have their access to the Department systems and devices revoked, their rights as an End User terminated, and/or face criminal or civil prosecution, if the act constitutes a violation of law.
- 9.4 Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or identification badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office immediately.
- 9.5 The Contractor acknowledges that additional technical, security, or operational requirements may be identified during the design or implementation phases. The Contractor agrees to comply with any such requirements, provided they are reasonably related to the Scope of Services and are communicated by the Department in writing. The Contractor also acknowledges that security and privacy laws, regulations, standards and policies are updated frequently, and that it is incumbent on them, and a requirement of the Agreement, to keep in compliance with the latest applicable provisions unless otherwise directed by the Department or NH DoIT. The Contractor will work collaboratively with the Department to incorporate these requirements without undue delay.

10. CONTACT INFORMATION

Information Security Office: dhhsinformationservices@doit.nh.gov

For security or privacy Incidents, insert "DHHS Information Security Incident" as the subject header.

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