State of New Hampshire

Department of Health and Human Services

REQUEST FOR APPLICATION

RFA-2022-BDAS-03-STUDE

FOR

Student Assistance Program

April 28, 2021

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REQUEST FOR APPLICATIONS

1. Request for Services

1.1. Purpose and Overview

1.1.1. Purpose

This Request for Applications (RFA) is published to solicit applications for the implementation of Student Assistance Programs (SAPs) in schools that do not currently have a Student Assistance Program in order to address underage and/or high risk drinking and drug misuse and abuse, statewide.

Applications will be accepted from:

- Public or private schools within the State of New Hampshire.
- Institutions of higher learning (e.g. Colleges, Universities) in New Hampshire.
- Applicants who are not a public or private school or institution of higher learning may apply. However, these applicants must demonstrate through a letter of commitment from a partnering public or private school or institution of higher learning to implement a Student Assistance Program.
- Vendors currently receiving funding for Student Assistance Programs may apply only if intending to implement a SAP for a new middle or high school or institute of higher learning.

The Department of Health and Human Services (Department) anticipates awarding up to sixteen (16) contracts for the services in this RFA.

1.1.2. Overview

The Department of Health and Human Services' mission is to join communities and families in providing opportunities for citizens to achieve health and independence. The Bureau of Drug and Alcohol Services (Bureau) contributes to this mission, in part, by providing resources that develop, support and deliver substance use disorder (SUD) prevention, early intervention, treatment and recovery support services that are integrated with primary and behavioral health care. The aforementioned SUD supports and services are referred to as the Alcohol and Other Drug (AOD) Continuum of Care System.

1.2. Request for Applications Terminology

Cash Match - Non-federal cash from the applicant's own funds or cash donations from non-federal third parties.

In-Kind Match - A non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources.

Environmental Strategies - Environmental Strategies work at the community (e.g., school, town, state) level that creates shifts in attitudes, perceptions, policies and culture toward healthier lifestyles. This broad work is effective at creating population level changes. This

kind of work supports the ideas that help people live in healthy communities and that healthy communities support the health and wellbeing of their citizens.

Evidence-Based Prevention Services - According to the Substance Abuse and Mental Health Services Administration Evidence-based prevention refers to a set of prevention activities that evaluation research has shown to be effective in producing positive outcomes.

Learning Collaborative - A Learning Collaborative is a teaching model that focuses on adoption of best practices in diverse service settings and emphasizes adult learning principles, interactive training methods, and skill-focused learning in the transfer of knowledge and skills among participants.

Project Alert – Project alert is an evidenced based curriculum that addresses the pro-drug mindset of today's teens and effectively increases their likelihood to remain drug-free.
More information can be found at the following link: http://www.projectalert.com/

Project Success - Project Success is a student assistance program which is endorsed by the Substance Abuse and Mental Health Services Administration as an Evidenced-Based prevention program. Project Success is implemented by specially trained student assistance counselors who are imbedded in schools 2-5 days each week. It is a research-based program that uses interventions that are effective in reducing risk factors and enhancing protective factors. More information can be found at the following link: http://www.sascorp.org/success.html

Youth Risk Behavior Survey (YRBS) - YRBS reports high-risk behaviors for students in middle and high schools for grades 9 to 12. The YRBS survey is the a collaboration between the Centers for Disease Control and Prevention (CDC), the New Hampshire Department of Education, and the New Hampshire Department of Public Health. More information can be found at the following link: https://wisdom.dhhs.nh.gov/wisdom/

1.3. Scope of Services

1.3.1. The selected Applicant must screen individuals who are referred to the program for substance misuse and mental health concerns including but not limited to depression and anxiety. The selected Applicant must:

1.3.1.1. Utilize a Department-approved evidenced-based screening tool. The selected applicant must submit the screening tool submitted to the Department for approval within thirty (30) days of the contract effective date;

1.3.1.2. Refer individuals to appropriate community based providers, as necessary;

1.3.1.3. Conduct individual crisis intervention sessions, as needed, to de-escalate the crisis.

1.3.1.4. Conduct group sessions modeled after Project SUCCESS in order to:

1.3.1.4.1. Support youth to understand the risks and consequences of alcohol and drug use

1.3.1.4.2. Provide opportunities for youth to learn and practice coping skills with their peers

1.3.1.5. Provide Parent Education regarding drug misuse, underage

drinking, binge drinking, and other substance misuse and mental health topics within the school and community.

1.3.1.6. Provide alcohol and other drug prevention education using an evidence-based curriculum which may include Project Alert, in a minimum of two grade levels or course levels.

1.3.1.7. Submit the evidence-based curriculum that will be utilized by the SAP to the Department for approval within thirty (30) days of the contract effective date.

1.3.1.8. Conduct a minimum of three (3) school/community centered Environmental Strategies that broadly reach populations within the school and community and focus on alcohol and other drug prevention messaging which can include utilizing existing school or community groups and programs, as appropriate, to meet this requirement.

1.3.1.9. Increase school and community awareness of the Student Assistance Program services by ensuring the SAP Counselor gains familiarity with community resources and referral sources and that the SAP is aligned with community activities and supported by key community stakeholders.

1.3.2. The selected Applicants must conduct activities when administering the Student Assistant Program that include, but are not limited to:

1.3.2.1. Administering the Department-provided Youth Risk Behavior Survey to conduct a survey of all students in grades nine (9) through twelve (12) in 2021 and 2023.

1.3.2.2. Administering the Department-provided college level survey of all students, campus wide, in the years specified by the Department.

1.3.2.3. Participating in other evaluation activities as directed by the Department.

1.3.2.4. Evaluating the existing school policies on alcohol and other drugs in the first year of the contract and make improvements to the existing policies to those based on best practice and according to the recommendations made by the Governor's Commission on Alcohol and Drug Abuse, Prevention, Treatment, and Recovery (Appendix D).

1.3.2.5. Implementing the improvements to the alcohol and other drug school policies in Section 1.3.2.4. in year two (2) of the Contract.

1.3.2.6. Participating in the Student Assistance Learning Collaborative and other mandatory trainings as identified by the Department.

1.3.2.7. Inputting data to an online database on a monthly basis, or as otherwise required by the Department. The selected Applicants must ensure data includes, but not limited to:

1.3.2.7.1. Number of students referred to the program and/or participating in each strategy.

1.3.2.7.2. Demographics of students.

1.3.2.7.3. Types and numbers of strategies implemented.

1.3.2.8. Providing additional reports or data as required by the Department.

1.3.2.9. Allowing a team authorized by the Department to conduct site visits on a quarterly basis or as needed to conduct a site visit. The selected Applicants must:

1.3.2.9.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

1.3.2.9.2. Provide documentation of compliance with Culturally and Linguistically Appropriate Services (CLAS) Standards;

1.3.2.9.3. Ensure the Department is provided with access that includes but is not limited to:

1.3.2.9.3.1. Programmatic data.

1.3.2.9.3.2. Programmatic financial records.

1.3.2.9.3.3. Scheduled access to work sites/locations/work spaces and associated facilities.

1.3.2.9.3.4. Scheduled telephone access to staff.

1.3.2.10. Providing a sustainability plan for continuation of the Student Assistance Program no later than 90 days prior to the contract completion date to the Department utilizing Department-provided templates and guidance.

1.3.2.11. Maintaining dedicated staff who are Certified prevention Specialist, or who will obtain certification as a Prevention Specialist within one year. The selected Applicants must ensure staffing includes, but is not limited to:

1.3.2.11.1. One full-time equivalent (over 37.5 hours per week) staff person to every one thousand (1,000) students; or

1.3.2.11.2. For schools serving less than one thousand (1,000) students, the staff person must be available for a minimum of two days (at 7.5 hours per day) per week.

1.3.3. **Financial Match Requirements**

1.3.3.1. The selected Applicants must provide a letter of commitment and/or support indicating a non-federal 25% match, which is a non-federal share of costs that the applicant is required to contribute for the SAP program. The match must be non-federal cash and/or a non-monetary in-kind contribution of no less than 25% of the total dollar amount awarded by the Department in the resulting contract. The purpose of the match is to ensure sustainability of the student assistant program beyond the life of the contract.

1.3.3.2. The selected Applicant must report monthly the amount, type of match being provided, and the source of the match with each invoice.

1.3.3.3. The selected Applicant cannot use other federal funds as a match.

1.4. Compensation & Contract Value

1.4.1. The Department anticipates using funds appropriated by the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected vendor will be subject to the requirements in or the requirements of the selected funding source.

1.4.2. Total funding for each contract award will not exceed ***$75,000*** and the total amount for all contracts awarded through this RFA shall not exceed $1,200,000.

1.4.3. Selected Applicants must provide a budget for contracted services for Department approval prior to contract execution. Payment for services will be on a monthly basis based on approved budgets that will be included in the resulting contracts.

1.4.4. Contracts will be awarded to the 16 top scoring applicants.

1.5. Contract Period

1.5.1. The Contracts resulting from this RFA are anticipated to be effective August 2, 2021 or upon Governor and Executive Council approval, whichever is later, through June 30, 2022.

1.5.2. The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

1.6. Mandatory Responses to RFA Questions

Q1 Describe your knowledge of the needs of the population to be served. Provide your experience in assisting the target population. Include grade levels, ages and total number of students to be served.

Q2 Describe why the SAP is important to your school and community and what the intended impact would be to the school and the community.

Q3 Describe, in narrative form, your experience collaborating with other professional disciplines and community based stakeholders to maximize the impact of SAP.

Q4 Provide your staffing plan that demonstrates your ability to provide services. Include:

a. Your organizational chart including the number of full time equivalent staff (FTE) paid for under the resulting agreement.

b. Resumes for filled positions.

c. Job descriptions for vacant positions.

d. Any specialized staff training completed relevant to providing services in this RFA.

1.7. Application Evaluation

1.7.1.	Experience Q1	25 Points
1.7.2.	Impact Q2	50 Points
1.7.3.	Collaboration Q3	50 Points
1.7.4.	Staffing Plan Q4	50 Points

Total Possible Points – 175 Points

2. Notices *(Updated 1/28/20)*

2.1. Exceptions

2.1.1. The Department will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Section 3. Applicants may not request exceptions to the Scope of Services or any other sections of this RFA.

2.1.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.

2.1.3. If the Department accepts an Applicant's exception the Department will, at the conclusion of the RFA Question Period, provide notice to all potential Applicants of the exceptions that have been accepted and indicate that exception is available to all potential Applicants by publication of the Department's responses on or about the date indicated in Section 3.

2.1.4. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period will not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

2.2. RFA Amendment

The Department reserves the right to amend this RFA, as it deems appropriate, prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's website.

2.3. Application Submission

2.3.1. Applications must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.

2.3.1.1. The subject line must include the following information: **RFA-2022-BDAS-03-STUDE** (email xx of xx).

2.3.1.2. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.

2.4. Contract Monitoring Provisions

2.4.1. All Applicants must complete Appendix B, Contract Monitoring Provisions.

2.4.2. The Department will use Applicant responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Applicant is awarded a contract. The risk assessment will not be used to disqualify or score Applications.

2.5. Compliance

2.5.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

2.5.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.

2.5.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

2.5.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

2.5.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books,

records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

2.5.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

2.5.3.4. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

2.5.4. **Credits and Copyright Ownership**

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

2.5.4.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories,

protocols or guidelines, posters, or reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

2.5.5. **Culturally and Linguistically Appropriate Services**

2.5.5.1. The New Hampshire Department of Health and Human Services is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, the Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, the Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

2.5.5.2. The Department requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

2.5.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the Department's website.

2.5.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

2.5.5.5. Applicants are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

2.5.5.6. Successful Applicants will be:

2.5.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

2.5.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.

2.5.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

2.5.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

2.5.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;

2.5.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and

2.5.5.7.4. The resources available to the organization to provide language assistance.

2.5.5.8. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their Application**. Completion of these two items is required not only because the provision of language and/or communication

assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.

2.5.5.9. For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFA, which is posted on the Department's website. http://www.dhhs.nh.gov/business/forms.htm.

2.5.6. **Audit Requirements**

2.5.6.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

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

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

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

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

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

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

2.5.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

2.6. Non-Collusion

The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude Department from obtaining the best possible Application.

2.7. Applicant Withdrawal

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Contract Specialist identified in Paragraph 3.3.2.

2.8. Public Disclosure

2.8.1. Pursuant to RSA 21-G: 37, the content of responses to this RFA must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Applications, the Department will publish the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFA, the Department will post the name, rank or score of each Applicant. Applicant's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.

2.8.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFA will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

2.8.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be

exempt from public disclosure pursuant to RSA 91-A:5. **The Applicant is strongly encouraged to provide a redacted copy of their application.**

2.8.4. Each Applicant acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by an Applicant as confidential, the Department shall notify the Applicant and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Applicant without incurring any liability to the Applicant.

2.9. Non-Commitment

Notwithstanding any other provision of this RFA, this RFA does not commit the Department to award a Contract. The Department reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RFA and to solicit new Applications under a new Application process.

2.10. Request for Additional Information or Materials

The Department may ask any Applicant to provide additional information or materials needed to clarify information presented in the Application. Such a request will be issued in writing and will not provide an Applicant with an opportunity to change, extend, or otherwise amend its Application in intent or substance.

2.11. Liability

By submitting an Application in response to this RFA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting contract.

2.12. Oral Presentations and Discussions

The Department reserves the right to require some or all Applicants to make oral presentations of their Application. The purpose of the oral presentation is to clarify and expound upon information provided in the written application. Applicants are prohibited from altering the original substance of their Applications during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.

2.13. Successful Applicant Notice and Contract Negotiations

2.13.1. If an Applicant(s) is selected, the Department will notify the successful Applicant(s) in writing of their selection and the State's desire to enter

into contract negotiations. Until the Department successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will not contact Applicant(s) that are not initially selected to enter into contract negotiations.

2.14. Scope of Award and Contract Award Notice

2.14.1. The Department reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

2.14.2. If a contract is awarded, the Applicant must obtain written consent from the Department before any public announcement or news release is issued pertaining to any contract award.

2.15. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Applicant's location or at any other location deemed appropriate by the Department, to determine the Applicant's capacity to satisfy the terms of this RFA. The Department may also require the applicant to produce additional documents, records, or materials relevant to determining the Applicant's capacity to satisfy the terms of this RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Applicant.

2.16. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFA shall be governed by RSA 21-G: 37, and the procedures and terms of this RFA. The procedure set forth in RSA 21-G: 37, IV, shall be the sole remedy available to challenge any award resulting from this RFA. In the event that any legal action is brought challenging this RFA and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

2.17. Contingency

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

2.18. Ethical Requirements

From the time this RFA is published until a contract is awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Applicant

that violates RSA 21-G: 38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Application to this RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant or similar request for submission issued by any state agency. An Applicant that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

3. Application Process

3.1. Overview

3.1.1. Application documents must be presented in the order indicated below.

3.1.2. Applications must conform to all instructions, requirements and contents indicated below.

3.1.3. The Department must receive the Application by the time and date specified in the Procurement Timetable in Section 3 and in the manner specified or it will be rejected as non-compliant, unless waived by the Department as a non-material deviation.

3.1.4. The Department will conduct an initial screening step to verify Applicant compliance with the submission requirements of this RFA. The Department may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the RFA requirements if it is determined to be in the best interest of the Department.

3.1.5. Late submissions that are not accepted will remain unopened and will be discarded. Submission of the Application shall be at the Applicant's expense.

3.2. Application Content

3.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:

3.2.1.1. Reference, "**RFA-2022-BDAS-03-STUDE**;"

3.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;

3.2.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;

3.2.1.4. Contain the date that the Application was submitted; and

3.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.

3.2.2. **Mandatory Responses** to RFA Questions in Subsection 1.6.

3.2.3. **Letter of Commitment/Support** identifying the 25% non-federal cash and/or non-monetary In-Kind match.

3.2.4. **Letter of Commitment from the School District Superintendent (or College President)** where the new SAP will be implemented.

3.2.5. **Curriculum Vitae or Resume** of each individual performing functions identified in this RFA.

3.2.6. **Licenses, Certificates and Permits** as required by this Request for Application.

3.2.7. **Current Certificate of Insurance**

3.2.8. **Three (3) references for the Applicant.** The Applicant must submit three (3) written references from individuals or organizations who have knowledge of the Applicant's ability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference:

3.2.8.1. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.

3.2.8.2. The Department may contact a reference to clarify any information.

3.2.9. **New Hampshire Certificate of Good Standing**

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

3.2.10. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

3.2.11. **Appendix B** – Contract Monitoring Provisions.

3.2.12. **Appendix C** – CLAS Requirements.

3.3. Procurement Timetable and Contact Information

3.3.1. Schedule of Events

Item	Action	Date

	(All times are according to Eastern Standard Time. The Department reserves the right to modify these dates at its sole discretion.)	
1.	RFA Release Date	April 28, 2021
2.	RFA Applicant Questions Submission Deadline	May 7, 2021 **11:59 PM**
3.	Department Responses to Questions Published	May 11, 2021
4.	Application Submission Deadline	May 26, 2021 **11:59 PM**

3.3.2. All questions and applications must be submitted electronically to:

State of New Hampshire
Department of Health and Human Services
Nikki Gauthier, Contract Specialist
Bureau of Contracts & Procurements
129 Pleasant Street
Concord NH 03301
Email: Nikki.A.Gauthier@dhhs.nh.gov
Phone: (603) 271-9493

3.3.3. From the date of release of this RFA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the Department regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.3.2, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFA with any potential contractor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

3.4. Applicant's Questions and Answers

3.4.1. All questions about this RFA, including but not limited to requests for clarification, additional information or any changes to the RFA must be made in writing, citing the RFA page number and part or subpart, and submitted by email to the Contract Specialist identified in Paragraph 3.3.2.

3.4.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

3.4.3. Questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

3.4.4. Questions must be received by the deadline provided in Paragraph 3.3.1, Procurement Timetable.

3.4.5. Written answers to questions received will be published on the Department's website on or about the date indicated in Paragraph 3.3.1, Procurement Timetable.

3.5. Validity of Application

Applications must be valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable above, or until the Effective Date of any resulting Contract, whichever is later.

4. Appendices

4.1. Appendix A – P-37 General Provisions and Standard Exhibits (*for reference only-do not return*)

4.2. Appendix B – Contract Monitoring Provisions

4.3. Appendix C – CLAS Requirements

4.4. Appendix D – Governor's Commission on Alcohol and Drug Abuse, Prevention, Intervention and Treatment recommendations.

FORM NUMBER P-37 (version 12/11/2019)

Do Not Return

Subject:_____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number ( ) -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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Contractor Initials _____
Date _____

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor Initials _____

Date _____

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials _____
Date _____

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New Hampshire Department of Health and Human Services

Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 – Revisions to Form P-37, General Provisions

1.1 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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New Hampshire Department of Health and Human Services

EXHIBIT B

Scope of Services

To be written in accordance with the requirements of the RFA.

Do Not Return

Contractor Initials _____

Vendor Name

Page 1 of 1

Date _____

Do Not Return

New Hampshire Department of Health and Human Services

EXHIBIT C

Payment Terms

To be written in accordance with the requirements of the RFA.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions 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 Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES 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 grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and 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 grant 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 grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. 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 grantee 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 grantee'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 grantee's policy of maintaining a drug-free workplace;
     - 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 grant 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 grant, 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 grant officer on whose grant 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 grant;

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 grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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.

Vendor Name:

_____ _____

Date Name:
Title:

Do Not Return

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions 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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or 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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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, sub-grants, 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.

Vendor Name:

_____ _____
Date Name:
Title:

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New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), 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 proposal (contract) 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. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) 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.

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).

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

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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 (contract) 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 (contract), 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:
    - 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 (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) 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.

Vendor Name:

_____
Date

_____
Name:
Title:

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New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Vendor Name:

_____ _____

Date

Name:
Title:

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New Hampshire Department of Health and Human Services
Exhibit H

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

1. By signing and submitting this contract, the Vendor 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.

Vendor Name:

_____ _____

Date

Name:
Title:

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Name of Authorized Representative
Title of Authorized Representative	Title of Authorized Representative
Date	Date

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New Hampshire Department of Health and Human Services
Exhibit J

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 $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, 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 subaward 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 identifier of the entity (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.

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 Section 1.3 of the General Provisions 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 Sections 1.11 and 1.12 of the General Provisions 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.

Contractor Name:

_____
Date

_____
Name:
Title:

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New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

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.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered 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 Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Appendix B Contract Monitoring Provisions

All vendors must complete and return pages 4 & 5, Management Questionnaire, and the required financial information as specified in Section 2.4, unless exempt.

1. Definitions

1.1. Department – NH Department of Health and Human Services (DHHS).

1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., University of New Hampshire, Community College System of New Hampshire.

1.3. Subrecipients – *vendors issued funds to provide goods or services on behalf of the Department to the public.* In accordance with 2 CFR 200.331, characteristics which support the classification of a subrecipient include when the non-Federal entity:

1.3.1. Determines who is eligible to receive what Federal assistance;

1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;

1.3.3. Has responsibility for programmatic decision making;

1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.

1.4. Contractors – *vendors issued funds to provide goods or services to the Department.* In accordance with 2 CFR 200.331, characteristics indicative of a contractor are when the vendor:

1.4.1. Provides the goods and services within normal business operations;

1.4.2. Provides similar goods or services to many different purchasers;

1.4.3. Normally operates in a competitive environment;

1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and

1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

2. Vendor Identification and Risk Assessment

2.1. The Department shall identify ***ALL*** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.331.

2.2. The Department shall complete a risk assessment of Subrecipients to evaluate their risk of non-compliance with Federal and State statutes and regulations, as well as the terms and conditions of the contract.

2.3. The Department shall assess vendor programmatic risk utilizing the Management Questionnaire which addresses multiple factors that include, but are not limited to:

2.3.1. Grant management experience.

2.3.2. Documented history of non-performance or non-compliance.

2.3.3. Audit findings.

2.3.4. Recent personnel or system changes.

2.3.5. Adequacy of internal controls.

2.4. The Department shall also assess vendor risk of financial solvency using the following Statement of Vendor's Financial Condition:

2.4.1. The vendor's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.

2.4.2. Each vendor must submit audited financial statements for the four (4) most recently completed fiscal years. If your organization has not been established long enough to have four (4) audited financial statements, please send the total number of statements generated since the inception of your organization. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.

2.4.3. Complete financial statements must include the following:

2.4.3.1. Opinion of Certified Public Accountant;

2.4.3.2. Balance Sheet;

2.4.3.3. Income Statement;

2.4.3.4. Statement of Cash Flow;

2.4.3.5. Statement of Stockholder's Equity of Fund Balance;

2.4.3.6. Complete Financial Notes; and

2.4.3.7. Consolidating and Supplemental Financial Schedules.

2.4.4. A vendor, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A vendor, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the vendor alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

2.4.5. If a vendor is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the vendor shall submit the following as part of its proposal:

2.4.5.1. Uncertified financial statements; and

2.4.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

2.4.6. Exemptions: The Department will not request audited financial statements from or perform Financial Risk Analyses for the following organizations:

2.4.6.1. The University and Community College Systems of NH. These organizations are component units of the State which is ultimately financially liable for them.

2.4.6.2. Political Subdivisions, which includes counties and municipalities.

3. Contract Monitoring

3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.

3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:

3.2.1. Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.

3.2.2. Reviewing vendor reporting processes and systems for data integrity.

3.2.3. Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.

3.2.4. Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.

3.2.5. Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.

3.2.6. Providing targeted training or technical assistance to vendors.

3.2.7. Reviewing monthly financial data to assess vendor financial solvency.

3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

4. Vendor Disqualification

4.1. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 4 and 5 of Appendix B, Contract Monitoring or the financial information as specified in Section 2.4.

4.2. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

Appendix B Contract Monitoring Provisions

Management Questionnaire for _____ *(Vendor Name)*

All vendors must complete and return this Management Questionnaire along with the required financial information in Section 2.4, unless exempt.

	Question	YES	NO	N/A
1.	Was your organization established more than two years ago?	☐Yes	☐No	☐N/A
2.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract?	☐Yes	☐No	☐N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	☐Yes	☐No	☐N/A
4.	Have you received federal funds from the Department through a contract during one of the last five (5) calendar years?	☐Yes	☐No	☐N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	☐Yes	☐No	☐N/A
6.	If you had a Single Audit performed in accordance with the Federal Uniform Guidance (2 CFR 200 subpart F (200.500)) by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	☐Yes	☐No	☐N/A
7.	Have you ever been required to return payments to the Department as a result of an audit, unallowable expenditure or any other reason?	☐Yes	☐No	☐N/A
8.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	☐Yes	☐No	☐N/A
9.	Are you aware of any ongoing or pending lawsuits filed against your organization or any investigations or inspections of your organization by any state or federal regulatory agency within the last two years?	☐Yes	☐No	☐N/A
10.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	☐Yes	☐No	☐N/A
11.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR subpart D (200.300)?	☐Yes	☐No	☐N/A

Appendix B Contract Monitoring Provisions

	Question	YES	NO	N/A
12.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract or grant, and by line item categories?	☐Yes	☐No	☐N/A
13.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	☐Yes	☐No	☐N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person* to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?*	☐Yes	☐No	☐N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	☐Yes	☐No	☐N/A
16.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	☐Yes	☐No	☐N/A
17.	Does your accounting or financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (e.g., personnel costs, equipment, travel)?	☐Yes	☐No	☐N/A
18.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR subpart D (200.300)?	☐Yes	☐No	☐N/A

*An independent person can be any individual within an organization or an outside third party, who verifies that an expenditure made by another person, is appropriate and in accordance with the terms of the contract. For example, one person would be responsible for making a purchase or authorizing payment and a second independent person verifies that funds were spent appropriately. If you do not have an independent person, please mark “No” for Question 14.

Marking No or N/A for any question on the Management Questionnaire does not preclude a Vendor from being selected.

I hereby declare that the answers provided in this Management Questionnaire are accurate and true to the best of my knowledge.

Signature	Printed Name and Job Title	Date

APPENDIX C

Addendum to CLAS Section of RFA for Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:

(1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;

(2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure ***meaningful access*** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients ***does not diminish*** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

(1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
(2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
(3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
(4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFA, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.
Considerations: • The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service. • Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are ***eligible*** for the program (but who are not currently served or participating in the program due to existing language barriers). • Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports. • Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers. • An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program. • It is important to remember that the ***focus*** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.
Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.
• The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily. • Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program. • The resulting plan may be as simple as being prepared to use a telephone interpreter service. • The key is to have a plan in place.

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed. • When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis. • Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed; • Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Cenus data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? **(Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?)** Example: One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No

4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? **(Or, do you have procedures in place to provide language**	Yes	No

assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)			
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No	
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No	
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No	
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes		No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes		No

By signing and submitting this attachment to RFA#_____, the Contractor affirms that it:

1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFA.

APPENDIX C

2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.
3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

_____

Contractor/Vendor Signature Contractor's Representative Name/Title

_____

Contractor Name Date

THE TOP 5

ACTIONS SCHOOLS CAN TAKE TO HELP PREVENT AND REDUCE YOUTH ALCOHOL, TOBACCO, AND OTHER DRUG USE

1. Talk about the issue clearly and consistently
2. Provide formal, effective prevention curricula early and often
3. Gather information about substance use perceptions and behaviors regularly
4. Provide early identification, referral, and support services
5. Implement an effective alcohol, tobacco, and other drug policy

CHARITABLE FOUNDATION
NHBDAS
NHCE
www.nhcenterforexcellence.org
NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery

Taking Action in NH's Schools

These top five actions were derived from Collective Action, Collective Impact New Hampshire's Strategy for Reducing the Misuse of Alcohol and Other Drugs and Promoting Recovery. http://www.dhhs.nh.gov/dcbcs/bdas/documents/collectiveaction.pdf

The state's strategy was developed by the New Hampshire Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery, established in 2000. The Commission reviewed federal, state and local recommendations; considered state level data; gathered community input; and held a leadership summit to inform a strategy for the next five years to impact alcohol and other drug misuse more effectively.

As identified in the state plan, elementary schools, middle schools and high schools provide critical opportunities to assess, and promote behavioral health. Schools serve a majority of youth and their families. Schools provide positive adult mentors and health services for students, and they provide a system of education that can include substance misuse prevention education. Furthermore, a school's policies and procedures, codes of conduct, and other structures can help to support alcohol and drug-free choices, to identify students at high risk, and to assist youth and families in accessing appropriate services.

We hope our schools continue their efforts to help New Hampshire's youth make healthy decisions TODAY and in their FUTURES.

THE TOP 5

ACTIONS SCHOOLS CAN TAKE TO HELP PREVENT AND REDUCE YOUTH ALCOHOL, TOBACCO AND OTHER DRUG USE

1. **Talk about the issue clearly and consistently.** Don't wait until there is a problem or tragedy to talk about alcohol and drug use. Coaches, teachers, parents, health educators, guidance counselors, principals, bus drivers, playground monitors – we all can and should send a consistent message, formally and informally, about avoiding alcohol and other drugs and do so often.

2. **Provide formal, effective prevention education early and often.** Up-to-date prevention curricula ensure that information that is current and in-touch with how youth today think and communicate. Current prevention education with evidence of effectiveness should be implemented in multiple grades, and particularly during transition years, such as entering middle school, or preparing for high school or college. Prevention can be taught in science classes, health classes, physical education or guidance courses.

3. **Gather information about substance use perceptions and behaviors regularly.** Regular surveys allow for continual feedback from students and parents about the risk behaviors that young people are engaged in, their perceptions, and the factors that are helping them make decisions to protect their health and safety. Surveys can include positively framed questions, such as how connected youth feel to their communities and the extent to which they are communicating with parents and hearing prevention messages.

4. **Provide early identification, referral and support services.** Identifying family and individual risk factors early can help prevent problematic alcohol, tobacco and other drug use, reduce substance misuse, and ensure that those who need it are supported and/or referred to the appropriate treatment services. Early identification can also assist with the identification of co-occurring behavioral health problems such as substance use and suicide ideation.

5. **Implement an effective alcohol, tobacco and other drug policy.** An effective alcohol, tobacco and drug policy supports the other four recommendations noted, in addition to providing a comprehensive response to policy violations. Comprehensive responses change the paradigm of policy infractions from a time for tough discipline to an early warning sign of a child or adolescent in need of support. Such response protocols promote "time in" rather than "time out" as early as possible in a child's risk behavior to understand underlying problems to be addressed in order to support health, safety, and positive decision-making.

ACTION 1

TALK ABOUT THE ISSUE CLEARLY AND CONSISTENTLY.

Don't wait until there is a problem or tragedy to talk about alcohol, tobacco and other drug use.

Communication should come from multiple levels—from administrators, coaches, health teachers, guidance counselors, playground monitors, bus drivers, parents, and students themselves.

Messages should be clear and consistent: "It's not healthy. It's not cool. It's not what our school or teams stand for. It's not good for families and communities. It's something we want our students to avoid at all times."

Forums and assemblies can encourage more messages, such as events that feature a community member that students look up to.

Messages can take the form of question and answer forums, letters home, posters in schools, coaches' talks, student-to-student discussions, support group meetings, and community forums.

SELF ASSESSMENT

Complete the following checklist to begin to determine whether your school should prioritize this action item for improvement:

EXPLORATORY QUESTION	TEAM RESPONSE & NOTES
Does the school have a clear, consistent message for students and families about the risks of alcohol, tobacco and other drug use?	Y / N Notes:
Does the school explicitly encourage staff, faculty, paraprofessionals and parents to communicate consistent messages to students about alcohol, tobacco and other drug risks?	Y / N Notes:
Are clear, consistent, no-use messages reaching students of all ages?	Y / N Notes:
Are clear, consistent, no-use messages reaching students of all types, including athletes; students of different backgrounds, cultures and languages; students at all academic levels?	Y / N Notes:
Are clear, consistent, no-use messages reaching students at all grade levels multiple times each year?	Y / N Notes:

RECOMMENDATIONS

The following recommendations related to this action have been provided by the NH Governor's Commission on Alcohol and Drug Abuse and its Prevention Task Force for the consideration of schools.

CATEGORY	RECOMMENDATION
Message topics	Messages should be consistent with what the school knows about its student body, the risk behaviors taking place, and the family and community norms at play. For example, if underage drinking is considered an accepted rite of passage, messages should indicate an awareness that this is the norm and begin to challenge it with counter messages and information.
Message types	Some of the best messages are informal conversations that take place in classrooms, locker rooms, band practice, hallways, the nurse's office or guidance office. Messages can also be in the form of talks given to students, athletes, and parents; letters home; posters; logos associated with school-sponsored activities; cable access and radio messages; and messages on school websites and social media.
Message champions	Everyone can be a champion of prevention messages and should be. A message that comes from multiple, respected sources will carry more weight. Consider principals, theater directors, coaches, business and community leaders, current or recent students and student-athletes who are respected by peers, local community members, and alumni who have made low-risk choices or overcome hardships after graduation.[1] Schools can engage champions in a variety of ways. For example, athletic directors can ask athletes to be leaders who talk about the issue in helpful ways. Administrators can use faculty meetings to encourage staff to initiate classroom discussions about risk behaviors and norms. Champions can be brought together intermittently to talk about how well prevention messages are being received and to share successes and challenges.
Target audiences	Messages can target those the school is most concerned about, such as underclassmen, parents or older teens who may be influencing younger students. Being thoughtful about who you are trying to reach is as important as the message that is being conveyed.
Message development	Having diverse perspectives and ideas is important in designing messages. Engaging students, staff, families and the community to talk about what messages are important, to determine special themes for the year, and to help decide key audiences is beneficial. Being thoughtful and inclusive when planning formal or informal messaging can help important messages be more impactful.

RESOURCES

INFORMATION	SOURCE	LINK
Information on prevention efforts, alcohol and other drug effects, recovery and treatment services, and links to programs in the Granite State	**New Hampshire Bureau of Drug and Alcohol Services**	http://www.drugfreenh.org/
Individual and public health risks of alcohol abuse	**U.S. Centers for Disease Control and Prevention**	http://www.cdc.gov/alcohol/
National Youth Anti-Drug Media Campaign	**White House Office of National Drug Control Policy**	http://www.abovetheinfluence.com/
White Paper on Adolescent Substance Use and Suicide	**U.S. Substance Abuse and Mental Health Services Administration**	http://www.samhsa.gov/samhsanewsletter/Volume_17_Number_1/SubstanceAbuseAndSuicide.aspx
Media literacy education for youth	**Media Power Youth**	http://mediapoweryouth.org/

ACTION 2

PROVIDE FORMAL, EFFECTIVE PREVENTION EDUCATION EARLY AND OFTEN.

Up-to-date prevention curricula will have information that is current, accurate and in-touch with how youth today think and communicate, and are in-touch with emerging drug risks.

Current prevention education with evidence of effectiveness should be implemented in multiple grades, and particularly during transition years, such as entering middle school, or preparing for high school or college.

Prevention can be taught in science classes, health classes, physical education or guidance courses.

SELF ASSESSMENT

Complete the following checklist to begin to determine whether your school should prioritize this action item for improvement:

EXPLORATORY QUESTION	TEAM RESPONSE & NOTES
Does the school provide formal, effective prevention curriculum to teach students about the risks and harm associated with alcohol, tobacco and other drug use?	Y / N Notes:
Is an effective prevention curriculum being taught at multiple developmental levels, particularly at transition ages (e.g. transitioning to middle school, to high school, or preparing to leave high school)?	Y / N Notes:
Is the prevention curriculum being used now current and evidence-based? For example, does it talk about synthetic drugs, e-cigarettes, hookahs and pain relievers?	Y / N Notes:
Is there support for expanding the number of health education hours for the prevention of alcohol, tobacco and other drug use?	Y / N Notes:
Are there resources available to improve prevention education relative to alcohol, tobacco and other drug use?	Y / N Notes:

RECOMMENDATIONS

The following recommendations related to this action have been provided by the NH Governor's Commission on Alcohol and Drug Abuse and its Prevention Task Force for the consideration of schools.

CATEGORY	RECOMMENDATION
Knowledge & skills	Consider prevention curricula that share developmentally appropriate knowledge on the risk and harm of substance misuse and encourage students to discuss ways to avoid use of alcohol, tobacco and other drugs
Early and often	Some level of developmentally appropriate prevention education can be provided every year, beginning in preschool through senior year in high school.[2] Transitions stages such as youth entering middle school, completing middle school or preparing to graduate from high school are important times for more in-depth discussions as transitions are also times of heightened risk for alcohol, tobacco and other drug use. For example, the most common months for a teen to begin using alcohol, tobacco or other drugs are the summer months between 8th and 9th grade.[3]
Evidence-based	Be sure the curriculum used has evidence of its effectiveness with the age range and culture of the student who will be using it.
Current	Be sure curriculum materials and information are up-to-date and reflect current trends in youth risk behaviors. Out-of-date materials can be problematic in that they may not address current alcohol, tobacco and other drug trends and may not resonate with current youth culture (e.g. out-of-date graphics and language). For example, synthetic drugs, e-cigarettes and hookahs available for sale in convenience stores is a recent trend exposing youth to risky behaviors and environments. Also, youth may be challenged by changing norms, such as state level debate on medicinal or legalized marijuana.
Culturally appropriate	Consider whether curriculum materials resonate with the culture of the youth and community. Consider the images, language, and information that the curriculum uses to determine whether students will identify with it.
Learning styles	Select prevention curricula that have a range of optional activities that will appeal to different learning styles, such as individual and small group activities, discussion topics, writing prompts, skits, and other activities to choose from to receive information and demonstrate knowledge.
Curriculum review	Establish a team approach to reviewing and updating curricula each year. Ensure that local conditions, new behavior and risk trends, new myths and other information is used to update classroom information and activities.
Integrating education	Prevention education that is integrated with the promotion of positive physical and behavioral health (e.g. anxiety) sends a more holistic message to youth; however, integrated physical and behavioral health topics should not reduce the importance and specialized attention to alcohol, tobacco and other drug risks.

RESOURCES

INFORMATION	SOURCE	LINK
National Registry for Evidence-Based Practices and Programs (searchable database for evidence-based curricula)	**U.S. Substance Abuse and Mental Health Association (SAMHSA)**	http://www.nrepp.samhsa.gov/Search.aspx
National Clearinghouse of Alcohol and Drug Information	**SAMHSA**	http://store.samhsa.gov/home
Current information on resources, trends and materials on alcohol, tobacco and other drug risks	**NH Bureau of Drug and Alcohol Services**	www.drugfreenh.org

ACTION 3

GATHER INFORMATION ABOUT SUBSTANCE USE PERCEPTIONS AND BEHAVIORS REGULARLY.

Biannual surveys allow for continual feedback from students and parents about the risk behaviors that young people are engaged in, their perceptions, and the factors that are helping them make decisions to protect their health and safety.

Surveys can also include positively framed questions, such as how connected youth feel to their communities and the extent to which they are communicating with parents and hearing prevention messages.

Focus groups of students, higher risk populations, parents, community leaders, and school staff can gather anecdotal information to complement information gathered from surveys.

SELF ASSESSMENT

Complete the following checklist to begin to determine whether your school should prioritize this action item for improvement:

EXPLORATORY QUESTION	TEAM RESPONSE & NOTES
Is the student body surveyed at least biannually about risk behavior, perceptions and factors that influence risky behaviors? Is a valid and reliable instrument used?	Y / N Notes:
Are parents, staff and the broader school community assessed regularly about their perceptions of youth substance misuse, what contributes to it and how school and community efforts are addressing it?	Y / N Notes:
Are findings from student and other risk behavior surveys shared with students, staff, families and the broader community?	Y / N Notes:
Are findings from surveys used to improve programming and services? To improve policies and procedures?	Y / N Notes:
Are findings used to create student, parent, school and community messaging to prevent and reduce youth alcohol, tobacco or other drug use?	Y / N Notes:
Are focus groups held annually to gather more qualitative information on risk behavior and prevention strategies?	Y / N Notes:

RECOMMENDATIONS

The following recommendations related to this action have been provided by the NH Governor's Commission on Alcohol and Drug Abuse and its Prevention Task Force for the consideration of schools.

CATEGORY	RECOMMENDATION
Survey instrument	The NH Department of Health and Human Services and Department of Education have invested heavily in the use of the Youth Risk Behavior Survey (YRBS)[4] and have underwritten costs to local schools for its administration during the spring of odd-numbered years. Therefore, the NH Bureau of Drug and Alcohol Services, the NH Division of Public Health Services, and the NH Department of Education recommend that schools administer the YRBS.
Survey intervals	The YRBS is administered by the state every two years, in the spring of odd-numbered years. Schools may select to survey students each year for more frequent assessments and/or in support of the evaluation of school- or community-based programming and services.
School level	The state sponsors the YRBS for high school aged youth. The CDC also has a version of the YRBS approved for middle school students.[5]
Duration	The YRBS is designed to be completed by high school age youth in a standard 50 minute classroom period, although some students may require additional time to complete the survey.
Voluntary & anonymous	Survey participation is always voluntary, and parents or youth may decline participation in the survey at any time or for any specific question. Any data collected are not linked to identifying information so that the privacy of the person completing the survey is protected. Data collected are only shared in aggregate, in the form of rates and percentages.
Focus groups	Focus groups often serve as a powerful tool in bringing statistics to life. Where a survey may show that 30% of youth binge drink on weekends, focus groups of students may reveal why and where drinking takes place. Focus groups of parents may reveal parent attitudes that may be permissive or accepting of binge drinking or a lack of parent knowledge of how to prevent binge drinking. Protocols should be followed to protect the privacy and individuals participating in the focus groups.[6]
Protecting participants	In addition to protecting the privacy of individuals participating in a survey or focus group, it is also important to protect participants from any individual risks. Although surveys and focus groups do not pose significant risks, it is possible that questions being asked of a voluntary participant may elicit strong emotions, anxieties or fears. Therefore, it is important that each participant be advised of the support systems in place, such as guidance counselors or mental health services in the community, and their contact information in the event that a participant experiences an adverse consequence as a result of their participation in a survey or focus group.
Using survey findings	Data collected via surveys should be reviewed thoughtfully by stakeholders, including students, parents, community-based organizations, and school representatives. Survey findings should be analyzed to understand relationships between risk behavior and contributing factors (e.g. what % of youth who use alcohol, tobacco or other drugs are also receiving low grades in school or are also bullied at school). Data should also be analyzed for the relationship between race, ethnicity or cultural characteristics and risk behavior to inform culturally sensitive responses.

RESOURCES

INFORMATION	SOURCE	LINK
NH Youth Risk Behavior Survey	**NH Department of Education**	http://education.nh.gov/instruction/school_health/hiv_data.htm
Youth Risk Behavior Surveillance System background, reliability and validity	**U.S. Centers for Disease Control and Prevention**	http://www.cdc.gov/healthyyouth/yrbs/factsheets/index.htm?s_cid=cs_739
Protocols for Hosting a Focus Group	**SAMHSA's Center for Applied Prevention Technology**	http://captus.samhsa.gov/access-resources/ten-misperceptions-focus-group-research
Technical Assistance in Data Interpretation or Focus Group Protocols	**NH Center for Excellence**	https://centerforexcellence.wufoo.com/forms/z13xk1h804a8bim/

ACTION 4

PROVIDE EARLY IDENTIFICATION, REFERRAL AND SUPPORT SERVICES.

Begin early identification in early childhood development centers and elementary schools. Early identification of family risk factors can take place as early as pre-school. Using warning signs such as frequent absenteeism can be a marker for providing screening, referral and support services. Early identification processes can reach young students through child wrap-around teams that monitor children's attendance and school performance to identify those who may be experiencing problems at home or school. Schools can establish procedures to schedule family meetings or home visits to help identify needs and services to meet those needs.

Student Assistance Programs in middle and high schools are one of the most comprehensive, evidence-based school approaches to preventing and reducing alcohol, tobacco and other drug use. The program combines parent communication and prevention education for all students, support groups for higher risk students, and one-on-one sessions and referrals for services for students who are experiencing problems.

SELF ASSESSMENT

Complete the following checklist to begin to determine whether your school should prioritize this action item for improvement:

EXPLORATORY QUESTION	TEAM RESPONSE & NOTES
Elementary-High School	
Does the school have a mechanism for monitoring early signs of risk such as low attendance/truancy, poor academic performance, signs of concerning behavioral health, or adverse childhood experiences?	Y / N Notes:
Does the school have a protocol for addressing early risk factors and determining child and family needs?	Y / N Notes:
Does the school utilize wrap-around teams for students identified as at-risk?	Y / N Notes:
Does the school have protocols and procedures for conducting family meetings and/or home visits?	Y / N Notes:
Middle and High School	
Does the school have a student assistance program that follows best practice models for prevention education, student support groups, and early identification and referral?	Y / N Notes:
Is the community made aware of the student assistance program, its goals, and how to access services regularly?	Y / N Notes:
Is the student assistance program valued by the school and fully integrated into student services?	Y / N Notes:
All Schools	
Are staff trained regularly to recognize warning signs of mental, emotional and behavioral health problems including suicide risk?	Y / N Notes:
Does the school have in place and follow a protocol in the event of a suicide, suicide attempt or other traumatic event?	Y / N Notes:

RECOMMENDATIONS

The following recommendations related to this action have been provided by the NH Governor's Commission on Alcohol and Drug Abuse and its Prevention Task Force for the consideration of schools.

CATEGORY	RECOMMENDATION
Early grades	Evidence-based approaches such as Positive Behavioral Interventions and Supports can be used to establish behavioral health supports.[7] Establishing a process for identifying and meeting behavioral health needs of children and families is critical to effective prevention. Preschools and elementary schools can use key indicators such as absenteeism or school nurse interactions to trigger wrap around team meetings and family conferences to understand and meet behavioral health needs early.
Evidence-based	Student Assistance Programs (SAPs) that have established evidence of effectiveness in reducing youth substance misuse and increasing access to related services should be implemented in all schools.[8]
Comprehensive	SAPs that provide direct education relative to the risks and harm associated with substance misuse to youth and parents, that provide support groups for youth at higher risk for alcohol, tobacco or other drug problems, that provide one-on-one support and referral services for youth who are experiencing problems with alcohol, tobacco or other drug use, and that challenge norms through local communication campaigns are important for positive prevention outcomes.[9]
High fidelity	High fidelity to the variety of components in SAPs is critical in order to achieve prevention goals and to provide effective services. Joining a network of SAP professionals can support high fidelity and effective practice.
Trained and highly qualified staff	SAPs often recommend that staff working directly with youth have advanced degrees in counseling or related youth services, are certified in prevention, are trained in the SAP model, and participate in SAP networks.
Integrated into regular school program	SAPs that are fully integrated into the school day, that allow students to have flexibility in their schedules to attend support groups and one-on-one supports, and that are fully supported by school administrators and other programs and staff is important to a successful program.
Parents involved	Successful SAPs involve parents meaningfully in the planning and delivery of programming for parents so that they can support SAP goals at home.
Tailored to support local school & community	Fidelity to evidence-based practices is important to ensure effective services; however, tailoring activities and services to meet local needs is equally important. Using information from youth focus groups, local youth and parent surveys, and local health and safety data sources can ensure that information and activities are relevant to the local school and community population. Developing materials and messaging that uses the languages and culture of local families is important for effective programming.

RESOURCES

INFORMATION	SOURCE	LINK
Project Success SAP Program (federally endorsed SAP program)	**Student Assistance Services, Inc.**	http://www.sascorp.org/
Project Success Research Based, Fidelity Constructs, and Implementation Materials	**National Registry of Evidence-based Programs and Practices**	http://www.nrepp.samhsa.gov/ViewIntervention.aspx?id=71
NH-based SAP Professional Networking and Technical Assistance	**NH Center for Excellence**	https://centerforexcellence.wufoo.com/forms/z13xk1h804a8bim/
NH Children's Behavioral Health Collaborative	**Endowment for Health**	http://www.nh4youth.org/
Suicide Response Protocol	**National Alliance on Mental Illness - NH**	http://www.naminh.org/
Positive Behavioral Interventions and Supports	**Technical Assistance Center on Positive Behavioral Interventions and Supports Programs**	www.pbis.org
Treatment Resources in NH	**NH Alcohol and Drug Treatment Locator**	http://nhtreatment.org/

ACTION 5

IMPLEMENT AN EFFECTIVE ALCOHOL, TOBACCO AND OTHER DRUG POLICY

An effective alcohol, tobacco and other drug policy supports the other four recommendations noted, in addition to a comprehensive response to policy violations.

Comprehensive responses change the paradigm of policy infractions from a time for tough discipline to an early warning sign of a child or adolescent in need of support.

Such response protocols promote "time in" rather than "time out" as early as possible in a child's risk behavior in that alcohol, tobacco and other drug violations may often be an indication of student's need for support and help rather than separation from the support systems that the school often provides.

SELF ASSESSMENT

Complete the following checklist to begin to determine whether your school should prioritize this action item for improvement:

EXPLORATORY QUESTION	TEAM RESPONSE & NOTES
Has the school reviewed and updated its alcohol, tobacco and drug policy in the last year or two? Is it updated for new trends (e.g. e-cigarettes, pain relievers, hookahs, synthetic drugs like K-2), emerging health concerns, new safety challenges? See the *Supplemental School Alcohol, Tobacco and Drug Policy Review Checklist* to aid in policy review.	Y / N Notes:
Has the school reviewed and updated its athletic codes of conduct in the last year or two?	Y / N Notes:
Are parents/guardians, students, health and safety professionals and the community at large engaged meaningfully in establishing school values and the support of those values through a proactive alcohol, tobacco and drug policy?	Y / N Notes:
Does the school study its policy and procedures to ensure it is used fairly for all students?	Y / N Notes:
Is the policy well communicated to students, staff, families, and the community regularly?	Y / N Notes:
Do sanctions for policy violations consider the underlying factors that may have led to the violation? Do sanctions consider the safety and well-being of the school, student body, staff as well as the student in violation?	Y / N Notes:

SELF ASSESSMENT (CONTINUED)

Complete the following checklist to begin to determine whether your school should prioritize this action item for improvement:

EXPLORATORY QUESTION	TEAM RESPONSE & NOTES
Does a violation that involves use of alcohol, tobacco or other drugs lead to a screening or assessment of the student to determine if he/she is at risk for or has a substance use disorder needing treatment or other support services?	Y / N Notes:
Are sanctions determined by a cross-disciplinary team of individuals in a student's life? Do sanctions consider the student's assets and talents in restitution? Do sanctions include supports and services to help a student with possible alcohol, tobacco or other drug problems?	Y / N Notes:
Are students in violation of the policy able to reduce sanctions for positive participation in support services, community service, or other restitution activities?	Y / N Notes:
Are parents/guardians meaningfully involved in all aspects of policy responses?	Y / N Notes:
Are law enforcement, safety, and other appropriate organizations informed when policy violations occur (per privacy and confidentiality laws and regulations)?	Y / N Notes:
Is the school board, community and state Department of Education informed of aggregate policy violation data to help inform broader efforts to prevent and reduce youth alcohol, tobacco and other drug use in other environments?	Y / N Notes:
In an effort to continually review and strengthen the school policy, has the school studied patterns in school violations? Student, family and staff perceptions? Recent data and research from the community and nationally on trends and policy improvements?	Y / N Notes:
Does the school communicate regularly with a local or regional community prevention or wellness coalition?	Y / N Notes:

RECOMMENDATIONS

The following recommendations related to this action have been provided by the NH Governor's Commission on Alcohol and Drug Abuse and its Prevention Task Force for the consideration of schools.

CATEGORY	RECOMMENDATION
School vision and values	Schools can set an important tone and culture for their students, staff and families through clear vision and value statements in policy documents. Schools may emphasize wellness, personal accountability, shared responsibility for safety and well-being, and the connection between these tenets and academic and personal achievement.
Policy topic areas	Alcohol, tobacco and drug policies in schools serve to support laws related to underage drinking, tobacco use, and illicit drug use. Policies can also serve to influence values and culture by restricting advertising and paraphernalia such as marijuana slogans on t-shirts or alcohol or tobacco-related companies sponsoring sports facilities. At a minimum, policies should address alcohol, tobacco, e-cigarettes, hookahs, marijuana, marijuana products and paraphernalia, synthetic drugs, other illicit drugs such as cocaine and heroin, as well as the intentional misuse of any substance that can affect brain functioning such as inhaling household products and misusing over-the-counter or prescription medication.
Policy jurisdiction	Alcohol, tobacco and other drug policies should apply in any situation, regardless of location, where the school is perceived as endorsing, sanctioning or otherwise supporting the activity or event. Therefore, policies are not restricted to school grounds but can include bus stops, walking paths to school, vehicles transporting students, and places where school and athletic groups travel.
Reporting violations	Any school staff, volunteer or sub-contractor is responsible for reporting suspected alcohol, tobacco and other drug policy violations. Every adult is required by law to report any suspicion that a child is in danger. Law enforcement should be informed any time school personnel are aware of unlawful or illegal activity regardless of location. Suspected violations should be reported upon suspicion the same day as the violation and as soon as it is suspected.
Responding to a violation	Decision-making that is isolated to one individual significantly limits the school's ability to consider a wide range of perspectives and underlying conditions of a violation. Teams of at least four to five individuals from diverse perspectives (e.g. extracurricular, academic, counseling, social work, and health) will encourage divergent thought and convergent decision-making for the best interests of the school environment, the student in violation, and other students affected. Schools can consider a student's assets and interests in determining sanctions, particularly if including a reentry plan to allow students to shorten the duration of sanctions if s/he participates in activities and services that are tied to factors underlying the violation. For example, if a student has musical interests and talents, s/he may be invited to donate time to tutoring elementary school music students or helping out at a preschool during music class combining community service and asset development to earn back time and esteem. Sanctions may vary widely depending on the age of the student, underlying factors, level of offense and other factors. Attention should be given to perceptions of inconsistent consequences versus case-specific consequences. For example, students may perceive that varying sanctions may be a sign of leniency for certain groups of students, such as athletes. Effective communication not specific to a particular incident or student should be in place to address such mis-perceptions. Team or panel members may be assigned roles such as meeting facilitator (calling on each member for their individual input before group discussion), policy steward (reminding team of specific policy and procedures language), or "devil's advocate" (presenting opposing perspectives to strengthen decision-making). Team or panel members should reach a decision or recommendation by consensus after carefully considering all underlying and directly evidenced factors related to the violation. Information should be reviewed by members individually and then considered objectively and thoroughly by the team as a whole. Each member should share his/her initial reaction to the information reviewed before a group dialogue.

RECOMMENDATIONS (CONTINUED)

The following recommendations related to this action have been provided by the NH Governor's Commission on Alcohol and Drug Abuse and its Prevention Task Force for the consideration of schools.

CATEGORY	RECOMMENDATION
Notifying parents/ guardians, law enforcement, school board, state, and community	– Parents should be notified as soon as a violation is suspected, and a communication plan should be put in place to maintain positive, effective communication throughout investigation, sanction imposition and re-institution of full privileges. – Schools must report any illegal or unlawful activity to local law enforcement so that they may conduct appropriate investigations and enforcement. – School boards should be notified of all alcohol, tobacco and other drug violations and disciplinary actions to maintain an awareness of the prevalence of the issue and the school's response. Such communication can support on-going dialogue, as well as program and policy improvement in support of student well-being. – Schools should report aggregate data on alcohol, tobacco and other drug violations and subsequent suspensions and expulsions to the state department of education. – Schools may consider sharing such aggregate data with community substance abuse coalitions, task forces, or health promotion organizations to further community dialogue and activities to positively affect community norms, policies, and practices related to youth alcohol, tobacco and other drug use.
Restricting privileges	Historically, restrictions of privileges have been the most common form of disciplinary action, such as temporary or long-term removal from a club or sports team or from school grounds or classroom participation. It is recommended that such restrictions be used judiciously and thoughtfully, as exclusion can often further ostracize a student from a sense of acceptance, stability, inclusion, self-efficacy, and self-worth. These attributes serve as powerful protective factors that buffer an adolescent from a decision to use alcohol, tobacco or other drugs. Therefore, schools should exercise particular caution in the restriction of privileges, particularly for younger students, as they are in critical developmental stages both in terms of vulnerability to peer pressure, malleability of behavior patterns (positive and negative), and other factors that should be considered in determining sanctions. Consideration should also be given to other factors that may have contributed to the policy violation, such as family stress, bullying, academic failure, or problems with peers.[10]
Assessment of underlying problems	Violation procedures should encourage or require that the student be assessed for a substance use disorder. Regardless of whether an assessment results in a determination that a substance use disorder such as physical dependence exists, assessments can provide a student and his/her family with valuable information for themselves and their health care provider about underlying emotional or mental health conditions, the level of substance abuse, and the stage of a disorder's progression. Findings from an assessment can inform long-term support plans for the student irrespective of the violation that led to the assessment. If indicated, an assessment is the first step to helping a young person get much-needed and appropriate services to address or treat the progression of a substance use or mental health disorder.
Parents and family involvement	Parents should be required to participate fully in all steps of a suspected and confirmed policy violation and subsequent disciplinary action unless there is evidence that requiring such participation may compromise the well-being or safety of the student. Parents may be required to pay for assessments or services associated with sanctions. Communication with parent(s) should always be respectful, sensitive to their schedule and culture, open and responsive, confidential, and consistent throughout the discipline and re-entry process.
Appeals processes	Schools may choose to set up a separate appeals board whose membership does not include individuals who serve on the disciplinary committee. Appeals should be shared with the school board for final determinations.

RECOMMENDATIONS CONTINUED

The following recommendations related to this action have been provided by the NH Governor's Commission on Alcohol and Drug Abuse and its Prevention Task Force for the consideration of schools.

CATEGORY	RECOMMENDATION
Subsequent offenses	Schools may establish expanding disciplinary action procedures for second and third offenses, and communicating the consequences for subsequent offenses during the handling of first offenses to serve as a deterrent. Second and third offenses may include mandatory random drug testing upon re-entry to regular school privileges, substance abuse assessments and counseling services. These services may be at the expense of the parent.
Updating the policy and procedures	Policies should be reviewed at least annually by a team of school and community members and updated as necessary based on objective data of their effectiveness and alignment with school values and goals. Schools may consider annual or bi-annual data collection relative to the policy, such as surveys, focus groups, or interviews with students, families, and staff regarding the policy and its enforcement to help inform policy review and updating.
Communicating the policy and procedures	Policies should be clearly articulated and communicated at least annually to students, parents, coaches, and staff. It is often not enough to mail home a handbook. Although simpler, this minimizes the recognition of substance use as a significant health and safety problem that affects educational attainment and long-term well-being. Schools should specifically summarize the alcohol, tobacco and drug policy in a live forum or topic-specific mailing, sharing information about community resources available before a problem arises, and clearly stating the values and philosophies for all school community members. This type of declaration goes far in changing norms among students and even adults in the school community, such as coaches, so that alcohol and drug abuse are not overlooked nor accepted as a rite of passage but are a preventable behavior that limits educational, athletic, artistic, emotional, and other development. Policy and resource information should also be accessible via the web. In particular, schools should consider specifically communicating the goal of individualized sanctions and re-entry plans in response to violations to promote the values of student wellness, school and community engagement, self-efficacy, and reparations in response to violations.
Allowing for lessening of sanctions	Re-entry plans or agreements can positively affect the outcome of a policy violation by providing incentives for educational programming and assessment, treatment or other support services that can address underlying causes of alcohol, tobacco and other drug abuse and violations. Schools may use re-entry plans to hold some consequences, such as a number of suspended days or extracurricular suspension, in abeyance if a student participates in an alcohol, tobacco and drug education program, agrees to and complies with random drug testing to deter substance use, seeks and participates appropriately in substance abuse or mental health counseling, and/or other activities and services to address underlying emotional, substance abuse, or behavioral health problems.
Out of school suspension	Use out of school suspension should be reserved for extreme situations and when all other responses have been exhausted, as it often has a detrimental effect on educational and health outcomes, further exacerbating low attachment to school, educational failure, and substance abuse.[11]

RESOURCES

INFORMATION	SOURCE	LINK
Alcohol and Drug Policy Recommendations for Schools (include policy templates and examples)	**NH Governor's Commission Prevention Task Force**	http://www.dhhs.nh.gov/dcbcs/bdas/documents/modelschoolpolicy.pdf
School Policy Technical Assistance (Local)	**NH Regional Public Health Network Substance Misuse Prevention Coordinators**	http://www.dhhs.nh.gov/dcbcs/bdas/documents/rphnmap.pdf
School Policy Technical Assistance (State)	**NH Center for Excellence**	http://www.nhcenterforexcellence.org/request-assistance/nh-center-for-excellence
Athletic Codes of Conduct	**NH Life of an Athlete**	http://www.loanh.org/

ENDNOTES

1. Engaging Innovative Advocates as Public Health Champions. Retrieved from: http://www.fhi360.org/sites/default/files/media/documents/engaging-innovative-advocates-as-public-health-champions.pdf

2. Substance Abuse Prevention Curriculum Guide. Retrieved from: http://www.preventioncurriculum.com/handbook/chapter2.cfm

3. National Council on Alcoholism and Drug Dependence, Inc. Retrieved from: https://ncadd.org/in-the-news/388-summer-is-peak-time-for-teens-to-try-drugs-alcohol-report?format=phocapdf

4, 5. Centers for Disease Control and Prevention. Adolescent and School Health. Retrieved from: http://www.cdc.gov/healthyyouth/data/yrbs/data.htm

6. Wilkinson S. Focus Groups in Health Research: Exploring the Meanings of Health and Illness. Journal of Health Psychology. 1998:329-48.

7. Positive Behavioral Interventions and Supports. Retrieved from: www.pbis.org

8. Student Assistance Services. Retrieved from: http://www.sascorp.org/

9. Dusenbury L. Implementing a Comprehensive Drug Abuse Prevention Strategy. In: W.B. Hansen, S.M. Giles MF-K, ed. Increasing Prevention Effectiveness. Greensboro, NC: Tanglewood Research; 2000:213-222.

10. Opportunities Suspended: The Devastating Consequences of Zero Tolerance and School Discipline Policies. Report from a National Summit on Zero Tolerance [Proceedings] (Washington, DC, June 15-16, 2000). Retrieved from: http://eric.ed.gov/?id=ED454314

11. Out-of-School Suspension and Expulsion. Council on School Health. American Academy of Pediatrics, February 2013: Retrieved from: http://pediatrics.aappublications.org/content/early/2013/02/20/peds.2012-3932

Supplemental School Alcohol, Tobacco and Drug Policy Review Checklist

SCHOOL DISTRICT INFORMATION

School Name _____ District _____

Contact Email _____ Phone _____

	Existing	Existing but could be enhanced	Missing	Notes
POLICY REVIEW AND UPDATES	✓	✓	✓	
A protocol is in place to review and update the alcohol, tobacco and drug policy every year or two.				
Policy updates include new trends (e.g. e-cigarettes, pain relievers, hookahs, synthetic drugs like K-2), emerging health concerns, new safety challenges.				
Patterns in school violations, student, family and staff perceptions, recent data and research from the community and nationally on trends, and policy improvements used when updating policies.				
The local or regional community prevention or wellness coalition is involved in policy review and updates.				
REINFORCEMENT OF VALUES				
The school and community have clear values related to substance use that are upheld by the school alcohol, tobacco and other drugs (ATOD) policy.				
The school ATOD policy is used fairly for all students.				
POLICY COMMUNICATION AND AWARENESS				
A protocol to ensure the policy is communicated clearly and regularly to students, families and staff.				

	Existing	Existing but could be enhanced	Missing	Notes
SCREENING AND SUPPORT SERVICES	✓	✓	✓	
Violations to the ATOD policy lead to a screening or assessment of the student to determine if he/she is at risk for or has a substance use disorder needing treatment or other support.				
Supports and services are provided to help a student with possible alcohol, tobacco or other drug problems.				
SANCTIONS AND RESTITUTION				
Sanctions are determined by a cross-disciplinary team of individuals in a student's life.				
Sanctions for policy violations consider the underlying factors that may have led to the violation.				
Sanctions consider the safety and wellbeing of the school, student body, staff as well as the student in violation.				
Sanctions consider the student's assets and talents in restitution.				
Students in violation of the policy are able to reduce sanctions for positive participation in support services, community service, or other restitution activities.				
Parents/guardians are meaningfully involved in all aspects of policy responses.				
REPORTING				
Law enforcement, safety, and other appropriate organizations are informed when policy violations occur (per privacy and confidentiality laws and regulations).				
The school board, community and state department of education are informed of aggregate policy violation data to help inform broader efforts to prevent and reduce youth alcohol, tobacco and other drug use.				