CONTRACT FOR SERVICES – FUNDED BY FEDERAL GRANT

This Contract for Services (the "Contract" or the "Agreement") is between the Concord School District (the "District"), 38 Liberty Street, Concord, NH 03301 and Riverbend Community Mental Health Center, Inc., 10 West St., Concord NH 03301 (the "Contractor").

Contract is valid from October 1, 2023 until September 29, 2024 for services to be provided as follows:

I. SCOPE OF SERVICES

Riverbend Community Mental Health Center, Inc. will provide:

School-based mental health services and school/community collaboration, as the lead clinical partner for Concord School District's Children's Mental Health Initiative, SAMHSA award H79SM087671, in support of project goals.

See attached for MOU governing scope of services. See NHDPA for privacy commitments.

II. SERVICE VENUE

Services will be provided at Concord School District unless otherwise determined.

III. AVAILABILITY OF FUNDS AND BUDGET

The District's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available to the District for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the District.

The Contract is funded using Federal funds and is assigned the following:

Vendor Number: 6840

Account Number: 1222-2143-00-00-000-633000-24909 / GEN ACCT 1110-2190-00-00-000-633000

Activity Number: CONT SERV-CLINICAL

Purchase Order: 242108

The budget for this Contract is as follows and shall not be exceeded:

Service, including cost calculation	Cost	Qty.	Subtotal
Personnel: School Liaisons One 1.0 FTE Elementary School Liaison position and one 1.0 FTE Secondary School Liaison position	$60,000.00	2	$120,000.00
Fringe: School Liaisons Fringe consists of health insurance, dental insurance, paid time off, long-term illness time off, etc.	$21,000.00	2	$42,000.00
Personnel: Supervision and Management 0.10 (10%) FTE Supervisory position located within Riverbend. Responsible for ensuring oversight of School Liaison positions.	$10,000.00	1	$10,000.00
Fringe: Supervision and Management Benefits for .10 FTE Supervisory position located within Riverbend.	$3,500.00	1	$3,500.00
Travel Extensive local travel is anticipated to meet with staff throughout the district to plan, organize and provide technical assistance to staff and leadership and observe/project activities. Mileage is reimbursed at the current Federal reimbursement rate. Number and frequency of trips will vary.	$0.655	3000	$1,965.00
Supplies Expenses incurred by Riverbend for work under this contract including copies and general office supplies	$500.00	12	$6,000.00
Service Delivery and Collaboration Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source. *Note: Per grant requirements, Riverbend must request prior authorization from the Concord School District in order to bill the District for direct service provision.	$5,000.00	12	$60,000.00
Training Professional development for School Liaison positions in support of grant goals and deliverables	$600.00	12	$7,200.00

Subtotal	**$250,665.00**
Discount(s)	**$0.00**
Fee(s) *(please specify)*	**$25,066.50**
Indirect	

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Total $275,731.50

IV. COMPENSATION AND PAYMENT

The District agrees to pay Contractor the sum not to exceed $275,731.50 for the above-described services. It is agreed that payments will be made to:

Riverbend Community Mental Health Center, Inc.
10 West St.
Concord NH 03301

All services must be billed monthly. Invoices will be mailed or emailed to:

Concord School District
38 Liberty Street
Concord, NH 03301
Attn: Accounts Payable
ap@sau8.org

The District will make payment to the Contractor for completed services within 30 days of receipt of an approved invoice with required documentation, including a description of services provided during the billing period and reference to the Purchase Order on page 1.

The final invoice for this Contract must be received within 15 days after the Contract expires on September 29, 2024.

V. DATA OWNERSHIP AND AUTHORIZED ACCESS

Subject to the terms of this Contract, all reports, studies and other work product utilizing or containing information or data from the District, including all student data and any other pupil records, shall be the sole and exclusive property of the District, or of the party who provided such data (such as the student or parent).

The Contractor agrees to keep confidential all such District information and data by signing the New Hampshire Student Data Privacy Agreement and/or the Confidentiality Agreement for Contractors and Vendors, as applicable. The Contractor shall maintain the privacy and confidentiality of student records and shall comply with FERPA, State of New Hampshire law, and all District policies, procedures, and rules, as outlined in this Contract.

VI. POLICIES & PROCEDURES OF THE CONCORD SCHOOL DISTRICT

The District has a District Policy Manual that highlights the following policies that, as a consultant, the Contractor is expected to adhere to (e.g. Title IX Sexual Harassment reporting, Professional Expectations, Reporting Child Abuse and Neglect, Confidentiality, Bullying, Code of Ethics/Conduct for Educators, Internet Use-Staff). The Contractor can access these policies at https://www.sau8.org/en-US/policies.

VII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this Agreement, the Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this application 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 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;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

VIII. PROCUREMENT STANDARDS: PREFERENCE PROVISIONS

The following provisions extend to the District's contractors:

Per 2 CFR 200.321, the non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let through this agreement, the Contractor must take the affirmative steps below:

a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Per 2 CFR 200.323, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IX. TERMINATION

This Agreement may be terminated upon thirty (30) days' written notice by either party to this Contract. Such termination shall not be deemed a breach of this Contract, nor shall it be deemed to tortious conduct. Upon termination, Contractor will present the District with a final invoice reflecting: a.) any unbilled consulting fees due through the most recently rendered services and b.) related costs incurred since the completion of the most recently completed project or service phase. The District agrees to pay this final invoice within thirty (30) days of receipt.

X. TERMINATION FOR CAUSE

This Agreement may be terminated by the District on seven (7) calendar days' written notice to the Contractor in the event of a failure by the Contractor to adhere to all the terms and conditions of the contract or failure to satisfactorily, in the sole opinion of the District, provide contracted services in a timely and professional manner. The Contractor shall be given an opportunity for consultation with the District prior to the effective date of the termination.

XI. INDEPENDENT CONTRACTOR STATUS

The only contractual relationship created by this Agreement is between the District and Contractor, and nothing in this Contract shall create any contractual relationship between the District and Contractor's subcontractors or employees.

No assignment, transfer, delegation or subcontracting will be allowed under this Contract for Services without the expressed prior written consent of the District.

The parties also agree that the Contractor is not a District employee and will receive no benefits as such.

XII. GOVERNING LAW

This Agreement is to be governed and construed under the laws of the State of New Hampshire, and any action to enforce this contract must be brought forward in a State of New Hampshire court of competent jurisdiction.

XIII. COMPLIANCE

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, equal employment opportunity, and all applicable intellectual property laws.

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 District, State of New Hampshire or the United States issue to implement these regulations. The Contractor shall support all relevant program assurances and conditions of the Federal award(s) through which this Contract is funded.

XIV. ENTIRE AGREEMENT

This Contract for Services is the entire agreement between the parties regarding the services, and agreement may not be modified except by a written agreement signed by both parties.

The foregoing is agreed to by the undersigned representatives of the parties:

Date

Riverbend Community Mental Health Center, Inc. *Authorized Signature*

Jack Dunn   2023-11-14

 Business Administrator   *Date*

Concord School District (SAU 8)
Concord School District Authorized Signature

ATTACHMENT A: ADDITIONAL PROVISIONS

1. MATCHING FUNDS:

Concord School District agrees to contribute $15,000 toward Riverbend services from its general operating budget, included in this Contract and the purchase order outlined in Section III.

Riverbend agrees to document non-Federal funding and/or in-kind match utilized in service of project goals. Riverbend will report actual non-Federal/in-kind contributions to the Concord School District no less frequently than quarterly. Riverbend's anticipated matching/in-kind amount is budgeted at $16,318.90.

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Riverbend Community Mental Health, Inc.
and Concord School District

AGREEMENT FOR SERVICES

This document is intended to confirm an agreement between Riverbend and Concord School District (SAU 8) for both Co-Located Clinical Services and School Liaison services through the Children's Mental Health Initiative (CMHI) grant project. This agreement will begin on October 1, 2023 and will remain in force until terminated by either party. This agreement may be amended in writing at any time. Thirty (30) days written notice is required in the event that either party wishes to make a substantial revision or to cancel the Agreement.

CO-LOCATED CLINICAL SERVICES

PURPOSE:

This agreement is established to encourage mutual efforts in providing comprehensive mental health services to children and families whose needs extend beyond the scope of the school counseling program. Mental health services will be provided to clients of Riverbend within the school environment to encourage collaboration between school staff and Riverbend providers, increase access and reduce barriers. The services provided to Riverbend clients will be based on the child's Riverbend Treatment plan, and may include individual, group, and family therapy as well as case management and functional support services. Clinicians may provide consultation to school staff regarding management of Riverbend Clients and/or dealing with mental health issues in the classroom as time and resources permits. These treatment services are intended to be an adjunct to services provided by the school. Mental health services provided by Riverbend are not to be substituted for services designated as the school's responsibility and specified within the IEP.

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RIVERBEND COMMUNITY MENTAL HEALTH RESPONSIBILITIES:

- Provide clinical services to Riverbend clients that are specified in the Riverbend Treatment Plan.
- Bill for services in the Riverbend Treatment Plan according to agency standards.
- Provide clinical supervision to the Riverbend staff that provides services in SAU 8.
- Maintain medical records for Riverbend Services.
- Maintain a protocol for facilitated school referrals in accordance with proper Release of Information forms.
- Maintain a New Hampshire Data Privacy Agreement (NHDPA) with Concord School District (SAU 8).

SCHOOL DISTRICT RESPONSIBILITIES:

- Provide the Clinician with adequate office space for counseling services, internet access and access to a telephone.
- Provide administrative supervision regarding school policies and expectations.
- Provide timely and appropriate referrals to the clinician.
- Collaborate with Clinicians to assess effectiveness of services.
- Provide feedback, upon request, about the quality of the Clinician's services.
- Support the purpose, mission and work of the Clinician and Riverbend Community Mental Health Center.
- Will comply with federal and state laws regarding confidentiality and student privacy.
- Inform Riverbend clinician or supervisor of any significant clinical information or significant change in health, academic or other status that might be relevant to the behavioral health services being provided.
- Ensure that any services Riverbend is providing are not identified in the IEP as the responsibility of the school.

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- If a crisis occurs at the school, the school will follow their normal protocol. If available the Riverbend clinician and/or supervisor can provide guidance or consultation, but if they are not immediately available the Rapid Response Access Point should be utilized.

CLINICIAN'S RESPONSIBILITIES:

- The clinician will provide services to Riverbend clients at the school.
- The clinician will provide billable services at the school(s). The clinician will work at the school according to the school calendar but will carry other assignments at other times at Riverbend Community Mental Health.
- The clinician will work according to the schedule mutually determined to provide the most appropriate and helpful services.
- The clinician will be trained in the use of Quickbase data collection services and will enter necessary information into this service as it relates to SAU 8's participation in the CMHI Grant Project.

SCHOOL LIAISON POSITION

PURPOSE:

This agreement is established to encourage mutual efforts in supporting the Children's Mental Health Initiative (CMHI) Grant Project to improve state, district, and school infrastructure and support for districts and schools to implement NH's Multi-Tiered System of Supports for Behavioral Health and Wellness (MTSS-B) framework and to increase access to services and supports for youth with behavioral health needs. As part of this project this is an agreement to support coordination of care and supports to students in SAU 8. This work will be achieved through both macro- and micro-level interventions as indicated below.

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RIVERBEND COMMUNITY MENTAL HEALTH RESPONSIBILITIES:

- Hire and train the School Liaison following agency guidelines and standards.
- Provide clinical supervision to the School Liaison that provide services in SAU 8.
- Support the purpose, mission, and work of SAU 8 and their participation in the CMHI Grant and NH's MTSS-B framework.

SCHOOL DISTRICT RESPONSIBILITIES:

- Provide the School Liaison with adequate office space for consultation and counseling services, internet access and access to a telephone.
- Provide administrative supervision regarding school policies and expectations.
- Provide feedback, upon request, about the quality of the School Liaison's services.
- Support the purpose, mission and work of the School Liaison and Riverbend Community Mental Health Center.
- Ensure that any services Riverbend is providing are not identified in the IEP as the responsibility of the school.
- If a crisis occurs at the school, the school will follow their normal protocol. If available the School Liaison and/or supervisor can provide guidance or consultation, but if they are not immediately available the Rapid Response Access Point should be utilized.

SCHOOL LIAISON'S RESPONSIBILITIES:

- The School Liaison will serve as the primary Riverbend point of contact for communications about program implementation with the SAU 8, project evaluators, and technical assistance providers.
- The School Liaison will act as a member of SAU 8 district- and school-level MTSS-B teams. This includes participation in the District Community Leadership Team and School-level tiered teams as needed.

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- The School Liaison will facilitate the development of Riverbend policies and procedures that support an integrated delivery system; such as developing facilitated referrals pathways, communication procedures, and increased collaboration.
- The School Liaison will provide behavioral health consultation, coaching, and training to school-based staff to support high-fidelity implementation of social-emotional and mental health support across the tiered continuum.
- The School Liaison will provide clinical services as needed for students who are both identified Riverbend clients and non-Riverbend clients through individual and group therapy.
- The School Liaison will work according to a schedule mutually determined to provide the most appropriate and helpful services.
- The School Liaison will be trained in the use of Quickbase data collection services and will enter necessary information into this service as it relates to SAU 8's participation in the CMHI Grant Project.

OTHER STIPULATIONS:

- The amount of time that the clinician provides services in the school will be determined by the need and Riverbend's capacity.
- All medical records will be maintained according to Riverbend Community Mental Health standards.
- Sharing of confidential information between Riverbend and school staff will be done only with written permission on a formal Release of Information form by the client or the client's guardian. This signed release is required for the sharing of confidential information. All involved parties are responsible for upholding confidentiality.
- In the event of a disagreement between Riverbend Community Mental Health and school personnel. Riverbend Community Mental Health reserves the right to make the final decision regarding all clinical issues and SAU 8 reserves the right to make the final decision regarding all school-related issues.

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- Reimbursements for the Provision of Services: Riverbend will utilize third party reimbursements and other revenue realized from the provision of services to the extent possible and use SAMHSA funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Riverbend will assist individuals in applying for health insurance and other benefits. Riverbend will also implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.

GOVERNANCE: This Agreement is governed by the laws of the State of New Hampshire. Any suit, action or proceeding with respect to this Agreement must be brought in an appropriate court in Merrimack County, New Hampshire, or, if appropriate, a Federal Court within the State of New Hampshire and the parties accept the exclusive personal jurisdiction of these courts.

RELATIONSHIP: The relationship between the Parties is that of Independent Contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

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_____ _____
Lisa K. Madden, MSW   Date
President and CEO
Riverbend Community Mental Health

Melissa S. Colby, LICSW   2023-11-16
_____ _____
Melissa Colby   Date
Program Director, Children's Program
Riverbend Community Mental Health

Jack Dunn   2023-11-14
_____ _____
               Date
Name &
Title Jack Dunn, Business Administrator
   _____

FERN SEIDEN   2023-11-14
_____ _____
               Date
Name &
Title Fern Seiden, Director of Student and Staff
   Wellness

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STANDARD STUDENT DATA PRIVACY AGREEMENT

NEW HAMPSHIRE

NH-NDPA, Standard Version 1.0

SAU 8 CONCORD SCHOOL DISTRICT

and

RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Contract for Services - Funded by Federal Grant between Concord School District and Riverbend Community Mental Health Center, Inc.

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This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between: SAU 8 Concord School District, located at 38 Liberty St., Concord, NH 03301 (the "**Local Education Agency**" or "**LEA**") and Riverbend Community Mental Health, Inc., located at 278 Pleasant St., Concord, NH 03301 (the "**Provider**").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

1. **Special Provisions.** *Check if Required*
   - If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
   - If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

1. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

1. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

1. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

1. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: __Thomas H. Perlet, LICSW__ Title: _Assistant Director, Children's Intervention Program_

Address: _105 Loudon Road, Concord, NH 03301_

_____

Phone: _603-228-0547 Extension 4042_____

Email: _tperlet@riverbendcmhc.org_____

The designated representative for the LEA for this DPA is:

Jack Dunn, Business Administrator
38 Liberty Street • Concord, NH 03301
603.225.0811
jdunn@sau8.org

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

SAU 8 CONCORD SCHOOL DISTRICT

By: _____ *Jack Dunn* _____

Date: _2023-11-14_____

Printed Name: ___Jack Dunn_____

Title/Position: ___Business Administrator_____

RIVERBEND COMMUNITY MENTAL HEALTH, INC.

By: _____

Date: _____

Printed Name: __Thomas H. Perlet, LICSW_____

Title/Position: ___Assistant Director, Children's Intervention Program

STANDARD CLAUSES
Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

1. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

1. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C".** In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student

Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

1. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

1. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

1. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

1. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

1. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the

Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

1. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

1. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

1. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D.

1. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

1. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

1. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

1. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

1. The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

I. The name and contact information of the reporting LEA subject to this section.
II. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
III. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
IV. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
V. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

1. Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

1. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

1. LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

1. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

<div align="center">

ARTICLE VI: GENERAL OFFER OF TERMS

</div>

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

<div align="center">

ARTICLE VII: MISCELLANEOUS

</div>

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

1. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

1. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between the SDPC Standard Clauses and the Supplemental State Terms, the Supplemental State Terms will control. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

1. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

1. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

1. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

1. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

1. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

1. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

DESCRIPTION OF SERVICES

SAU 8 – Riverbend CMHC Data Privacy Agreement

The Children's Mental Health Initiative (CMHI) grant project is designed to improve state, district, and school infrastructure and support for districts and schools to implement NH's Multi-Tiered System of Supports for Behavioral Health and Wellness (MTSS-B) framework and to increase access to services and supports for youth with behavioral health needs.

As part of their participation in the CMHI and to support coordination of care and supports to students, SAU 8 and Riverbend CMHC will be sharing individual-level student referral and access data related to social-emotional and behavioral health services provided to students on school grounds. These data include measures of the background characteristics, services, and supports, experience, and outcomes of youth that enroll in Tier 2 and 3 behavioral health services, as well as office discipline referrals, suspensions, and attendance rates.

Keene State College, on behalf of the Behavioral Health Improvement Institute (BHII), serves as the external evaluator for CMHI. The student-level data referenced above will be entered and shared within a cloud-based data platform developed and hosted by BHII. BHII utilizes Quickbase software for collection and storage of sensitive data. Quickbase is a cloud-based data entry, storage, and reporting platform with extensive encryption protections specifically designed to comply with HIPAA, FERPA, and other privacy standards. BHII adheres to the National Institute of Standards and Technology's cybersecurity recommendations in configuration and implementation of Quickbase whenever possible. Users of BHII's Quickbase applications can only be added by BHII staff with administrative privileges. Each new user is assigned permissions that regulate which fields within the database they can access for data entry or extraction.

For the CMHI project, district-employed and contracted CMHC clinicians will be able to enter and view data for all students receiving services within the schools in the district in which they work/are assigned permissions. Users access Quickbase by logging in with their personally assigned username and password. All users are automatically logged out after a period of inactivity, regardless of role/permissions. Users are temporarily prevented from logging in after several consecutive failed login attempts. More information about Quickbase's security is available at: https://www.quickbase.com/security-and-compliance.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	X
	Student class attendance data	X
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
	Place of Birth	X
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X

	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	X
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	X
	Email	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts/ health data	X
	Student disability information	X
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	X

	Other indicator information-Please specify:	
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	

Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	

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Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

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DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical

address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

[**Insert Name of District or LEA**] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[**Insert categories of data here**]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[**Insert or attach special instructions**]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By [**Insert Date**]

4. Signature

Jack Dunn	2023-11-14
Authorized Representative of LEA Date	

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Company   Date

GENERAL OFFER OF PRIVACY TERMS

1. **Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and **SAU 8 Concord School District** ("Originating LEA") which is dated 2023-11-14_____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: __tperlet@riverbendcmhc.org_____.

RIVERBEND COMMUNITY MENTAL HEALTH, INC.

BY: _____Date: __

_____

Printed Name: _Thomas H. Perlet, LICSW Title/Position: _Assistant Director, Children's Intervention Program_

2. **Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **SAU 8 Concord School District** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

Subscribing LEA: (School District Name): Concord School District

BY: _____Date: 2023-11-14
Jack Dunn
_____

Printed Name: Jack Dunn   Title/Position: Business Administrator
DESIGNATED REPRESENTATIVE OF LEA:
Name: Jack Dunn
Title: Business Administrator

Address: 38 Liberty Street, Concord, NH 03301

Telephone Number: 603.225.0811

Email: jdunn@sau8.org

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EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.
    *Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"
New Hampshire

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in New Hampshire. Specifically, those laws are RSA 189:1-e and 189:65-68-a; RSA 186; NH Admin. Code Ed. 300 and NH Admin. Code Ed. 1100; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for New Hampshire;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. All references in the DPA to "Student Data" shall be amended to state "Student Data and Teacher Data." **"**Teacher Data" is defined as at least the following:

Social security number.
Date of birth.
Personal street address.
Personal email address.
Personal telephone number
Performance evaluations.

Other information that, alone or in combination, is linked or linkable to a specific teacher, paraprofessional, principal, or administrator that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify any with reasonable certainty.

Information requested by a person who the department reasonably believes or knows the identity of the teacher, paraprofessional, principal, or administrator to whom the education record relates.

"Teacher" means teachers, paraprofessionals, principals, school employees, contractors, and other administrators.

1. In order to perform the Services described in the DPA, the LEA shall provide the categories of Teacher Data described in the Schedule of Data, attached hereto as **Exhibit "I".**

2. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."

3. In Article IV, Section 7 amend each reference to "students," to state: "students, teachers,…"

4. All employees of the Provider who will have direct contact with students shall pass criminal background checks.

5. Provider is prohibited from leasing, renting, or trading Student Data or Teacher Data to (a) market or advertise to students, teachers, or families/guardians; (b) inform, influence, or enable marketing, advertising or other commercial efforts by a Provider; (c) develop a profile of a student, teacher, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data and Teacher Data for the development of commercial products or services, other than as necessary to provide the Service to the LEA. This section does not prohibit Provider from using Student Data and Teacher Data for adaptive learning or customized student learning purposes.

1. The Provider agrees to the following privacy and security standards. Specifically, the Provider agrees to:

    1. Limit system access to the types of transactions and functions that authorized users, such as students, parents, and LEA are permitted to execute;

    2. Limit unsuccessful logon attempts;

1. Employ cryptographic mechanisms to protect the confidentiality of remote access sessions;

1. Authorize wireless access prior to allowing such connections;

1. Create and retain system audit logs and records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful or unauthorized system activity;

1. Ensure that the actions of individual system users can be uniquely traced to those users so they can be held accountable for their actions;

1. Establish and maintain baseline configurations and inventories of organizational systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles;

1. Restrict, disable, or prevent the use of nonessential programs, functions, ports, protocols, and services;

1. Enforce a minimum password complexity and change of characters when new passwords are created;

1. Perform maintenance on organizational systems;

1. Provide controls on the tools, techniques, mechanisms, and personnel used to conduct system maintenance;

1. Ensure equipment removed for off-site maintenance is sanitized of any Student Data or Teacher Data in accordance with NIST SP 800-88 Revision 1;

1. Protect (i.e., physically control and securely store) system media containing Student Data or Teacher Data, both paper and digital;

1. Sanitize or destroy system media containing Student Data or Teacher Data in accordance with NIST SP 800-88 Revision 1 before disposal or release for reuse;

1. Control access to media containing Student Data or Teacher Data and maintain accountability for media during transport outside of controlled areas;

1. Periodically assess the security controls in organizational systems to determine if the controls are effective in their application and develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organizational systems;

1. Monitor, control, and protect communications (i.e., information transmitted or received by organizational systems) at the external boundaries and key internal boundaries of organizational systems;

1. Deny network communications traffic by default and allow network communications traffic by exception (i.e., deny all, permit by exception);

1. Protect the confidentiality of Student Data and Teacher Data at rest;

1. Identify, report, and correct system flaws in a timely manner;

1. Provide protection from malicious code (i.e. Antivirus and Antimalware) at designated locations within organizational systems;

1. Monitor system security alerts and advisories and take action in response; and

1. Update malicious code protection mechanisms when new releases are available.

Alternatively, the Provider agrees to comply with one of the following standards: (1) NIST SP 800-171 rev 2, Basic and Derived Requirements; (2) NIST SP 800-53 rev 4 or newer, Low Impact Baseline or higher; (3) FedRAMP (Federal Risk and Authorization Management Program); (4) ISO/IEC 27001:2013; (5) Center for Internet Security (CIS) Controls, v. 7.1, Implementation Group 1 or higher; (6) AICPA System and Organization Controls (SOC) 2, Type 2; and (7) Payment Card Industry Data Security Standard (PCI DSS), v3.2.1. The Provider will provide to the LEA on an annual basis and upon written request demonstration of successful certification of these alternative standards in the form of a national or international Certification document; an Authorization to Operate (ATO) issued by a state or federal agency, or by a recognized security standards body; or a Preliminary Authorization to Operate (PATO) issued by the FedRAMP Joint Authorization Board (JAB).

1. In the case of a data breach, as a part of the security breach notification outlined in Article V, Section 4(1), the Provider agrees to provide the following additional information:
    I. The estimated number of students and teachers affected by the breach, if any.

1. The parties agree to add the following categories into the definition of Student Data: the name of the student's parents or other family members, place of birth, social media address, unique pupil identifier, and credit card account number, insurance account number, and financial services account number.

Category of Data	EXHIBIT "I" – TEACHER DATA	Check if used by your system
Category of Data	**Elements**	**Check if used by your system**
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Communications	Online communications that are captured (emails, blog entries)	
Demographics	Date of Birth	
	Place of Birth	
	Social Security Number	
	Ethnicity or race	
	Other demographic information-Please specify:	
Personal Contact Information	Personal Address	
	Personal Email	
	Personal Phone	
Performance evaluations	Performance Evaluation Information	
Schedule	Teacher scheduled courses	
	Teacher calendar	
Special Information	Medical alerts	

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	Teacher disability information	
	Other indicator information-Please specify:	
Teacher Identifiers	Local (School district) ID number	
	State ID number	
	Vendor/App assigned student ID number	
	Teacher app username	
	Teacher app passwords	
Teacher In App Performance	Program/application performance	
Teacher Survey Responses	Teacher responses to surveys or questionnaires	
Teacher work	Teacher generated content; writing, pictures etc.	
	Other teacher work data -Please specify:	
Education	Course grades from schooling	
	Other transcript data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

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