



Lori A. Shibinette  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
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November 16, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing cooperative project agreement with the University of New Hampshire (VC#177867-B046), Durham, NH, to support the New Hampshire Pediatric Mental Health Care Access Program to promote behavioral health integration into pediatric primary care practices, by increasing the price limitation by \$666,000 from \$833,000 to \$1,499,000 and by extending the completion date from June 30, 2021, to September 29, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on July 31, 2019, item #17.

Funds are anticipated to be available in State Fiscal Years 2022, 2023, and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-902010-7048 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, PEDIATRIC MENTAL HLTH CARE**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90070480	\$532,000	\$0	\$532,000
2021	102-500731	Contracts for Prog Svc	90070480	\$301,000	\$0	\$301,000
2022	102-500731	Contracts for Prog Svc	90070480	\$0	\$296,000	\$296,000
2023	102-500731	Contracts for Prog Svc	90070480	\$0	\$296,000	\$296,000
2024	102-500731	Contracts for Prog Svc	90070480	\$0	\$74,000	\$74,000
			<b>Total</b>	<b>\$833,000</b>	<b>\$666,000</b>	<b>\$1,499,000</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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### **EXPLANATION**

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Contractor's 'UNH Institute of Health Policy and Practice,' Citizens Health Initiative is only one of two Project Extension for Community Healthcare Outcomes (Project EHCO®) hubs located within New Hampshire. The Contractor was the only New Hampshire hub when the project started and has been able to offer an evidence-based teleconsultation model designed for common diseases, such as mental health disorders, which have a high public health impact, require complex management, and where clinical expertise is limited.

The purpose of this request is for the Contractor to continue to support the New Hampshire Pediatric Mental Health Care Access Program by promoting behavioral health integration into pediatric primary care practices. During the first two years of this contract the Contractor has provided technical assistance and resources to New Hampshire pediatric primary care practices by:

- Establishing a pediatric mental health team to serve as faculty experts who provide input to curriculum content, present during training sessions and can be requested for provider to provider teleconsultation services.
- Implementing at least one pediatric mental health Project EHCO® each year. Each annual cohort consists of 10 monthly sessions to cover a specifically designed curriculum intended for pediatric primary care practices. The contractor serves as the entity responsible for developing and vetting the annual curriculum, recruiting faculty and guest speakers with specific expertise in the subject matter, recruiting cohorts of primary care providers (along with their associated team members) to attend a series of 10 ECHO sessions.
- Facilitating provider-to-provider teleconsultation to connect pediatric primary care providers with experts who can guide and make recommendations to enhance individual pediatric patient behavioral health care.
- Developing and disseminating a directory of pediatric mental health services in New Hampshire including psychiatric, behavioral health, crisis support, eating disorders, and substance-use disorder services for pediatric primary care practices to link pediatric patients with the appropriate referral resources.
- Performing program evaluation and reporting as required by the NH Pediatric Mental Health Care Program.

Through this request, this Contractor will continue to provide the above services to New Hampshire pediatric providers to further support the care of New Hampshire children identified with a mental health condition(s). During this next contract renewal period, the University of New Hampshire Institute of Health Policy and Practice, Citizens Health Initiative (CHI) will be responsible for completing a minimum of two (2) additional Pediatric Mental Health Project EHCO® cohorts (with at least 15 to 20 pediatric primary care practices participating annually), facilitating provider-to-provider teleconsultation to enrolled practices of the Pediatric Mental Health Project ECHO cohorts, and annually updating and disseminating the comprehensive New Hampshire referral directory of pediatric mental health services and supports.

Many areas in New Hampshire have been designated as mental health professional shortage areas where many children do not have access to a mental health provider or they are

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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put on exceptionally long waitlists to access treatment. These aforementioned services serve to increase the accessibility of mental health services through the integration of mental health into pediatric primary care. This integration is critical to support the healthcare workforce addressing the unmet needs of the majority (estimated 53.1% of 41,790) of New Hampshire's children identified as having a mental health condition(s) who did not receive treatment or mental health counseling within the last year. Practices will be recruited statewide, with special effort to enroll those from rural and underserved areas. These cohorts provide training and teleconsultation support to NH pediatric primary care providers to increase their ability to treat children with mental health concerns within the primary care setting.

The Contractor has successfully demonstrated the capacity to implement all services and requirements established by the New Hampshire Pediatric Mental Health Care Access Program. The Department will monitor contracted services using the following performance measures:

- At least 80% of Pediatric Mental Health Project ECHO® participants will report an increase in knowledge related to pediatric behavioral health.
- At least 80% of Pediatric Mental Health Project ECHO® participants will report an increased confidence in their ability to address the behavioral health needs of patients 0 to 21 years of age.
- Project ECHO® series will be filled to a minimum of 80% capacity (25 practices).

As referenced in Exhibit A, Project Period, of the original cooperative project agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) and three (3) months of the three (3) years available.

Should the Governor and Council not authorize this request, participants will not have increased knowledge of pediatric behavior health, which will directly impact their ability to address the behavioral health needs of patients 0-21 years of age. The activities of the New Hampshire Pediatric Mental Health Care Access Program would not be able to fulfil the requirements of the Pediatric Mental Health Access Program Federal Health Resources and Services Administration (HRSA) grant award as the program does not have other mechanisms to continue the activities outlined above.

Area served: Statewide

Source of Funds: CFDA #93.110, FAIN # U4CM32316

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

Respectfully submitted,

DocuSigned by:  
*Lori A. Weaver*  
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on behalf of Lori A. Shibinette  
Commissioner

**AMENDMENT #1 to  
COOPERATIVE PROJECT AGREEMENT**  
between the  
**STATE OF NEW HAMPSHIRE, Division of Public Health Services**  
and the  
**University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 7/31/19, item # 17, for the Project titled "**Pediatric Mental Health Care Access Program**," Campus Project Director, **Jeanne Ryer**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- ☐ Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- ☒ Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- ☒ Other:  
Add Exhibit B-5 Budget Sheet State Fiscal Years 2022 - 2024 Amendment 1, which is attached hereto and incorporated by reference herein.

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

- Article A. is revised to replace the State Department name of \_\_\_\_\_ with \_\_\_\_\_ and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B. is revised to replace the Project End Date of **June 30, 2021** with the revised Project End Date of **September 29, 2023**, and Exhibit A, article B is revised to replace the Project Period of **January 23, 2019 – June 30, 2021** with **January 23, 2019 – September 29, 2023**.
- Article C. is amended to expand Exhibit A by including the proposal titled, "\_\_\_\_\_", dated \_\_\_\_\_.
- Article D. is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to \_\_\_\_\_.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F. is amended to add funds in the amount of **\$666,000** and will read:

Total State funds in the amount of **\$1,499,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

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

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

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

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. **U4CMC32316** from **US DHHS, Health Resources**

**and Services Administration** under CFDA# **93.110** . Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised Exhibit B**, the content of which is incorporated herein as a part of this Project Agreement.

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

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

- Article H. is amended such that:

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

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

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

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

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

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

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

Name: Karen M. Jensen  
 Title: Manager, Sponsored Programs Administration  
 Signature and Date: Karen M. Jensen 11/18/2020  
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**By An Authorized Official of: the New**  
**Hampshire Office of the Attorney General**  
 Name: Catherine Pinos

Title: Attorney  
 Signature and Date: Catherine Pinos 11/19/2020  
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**By An Authorized Official of:**  
**Department of Health and Human**  
**Services**

Name: Lisa M. Morris  
 Title: Director  
 Signature and Date: Lisa M. Morris 11/18/2020  
 DV38DBF66C454A0...

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

Title:  
 Signature and Date:

## EXHIBIT A

- A. **Project Title:** Pediatric Mental Health Care Access Program
- B. **Project Period:** January 23, 2019 through September 29, 2023.
- C. **Objectives:** Provide support to the New Hampshire Pediatric Mental Health Care Access program for the purpose of promoting behavioral health integration into pediatric primary care practices.
- D. **Scope of Work:** No change to the Exhibit A-1, Scope of Services
- E. **Deliverables Schedule:** No change to the Exhibit A-1, Scope of Services.
- F. **Budget and Invoicing Instructions:** See Exhibit B-5 Budget Sheet State Fiscal Years 2022 - 2024 Amendment 1

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## Exhibit B-5 Budget Sheet State Fiscal Years 2022 - 2024 Amendment 1

	July 1, 2021- June 30, 2022	July 1, 2022- June 30, 2023	July 1, 2023- September 29, 2023	Total
A. Faculty				
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
\$	5,713.00	\$ 5,885.00	\$ 1,515.00	\$ 13,113.00
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
\$	31,811.00	\$ 32,765.00	\$ 8,437.00	\$ 73,013.00
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
Total Faculty	\$ 37,524.00	\$ 38,650.00	\$ 9,952.00	\$ 86,126.00
B. Other Personnel				
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -
\$	69,953.00	\$ 72,051.00	\$ 18,554.00	\$ 160,558.00
\$	-	\$ -	\$ -	\$ -
\$	35,000.00	\$ 36,050.00	\$ 9,282.00	\$ 80,332.00
\$	-	\$ -	\$ -	\$ -
Total Salaries & Wages (A+B)	\$ 142,477.00	\$ 146,751.00	\$ 37,788.00	\$ 327,016.00
C. Fringe Benefits				
\$	2,835.00	\$ 2,920.00	\$ 752.00	\$ 6,507.00
\$	47,075.00	\$ 48,487.00	\$ 12,486.00	\$ 108,048.00
\$	-	\$ -	\$ -	\$ -
\$	49,910.00	\$ 51,407.00	\$ 13,238.00	\$ 114,555.00
Total Salaries, Wages & FB (A+C)	\$ 192,387.00	\$ 198,158.00	\$ 51,026.00	\$ 441,571.00
D. Tuition	\$ -	\$ -	\$ -	\$ -
E. Equipment	\$ -	\$ -	\$ -	\$ -
F. Travel	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 11,000.00
G. Other Direct Costs	\$ -	\$ -	\$ -	\$ -
Materials & Supplies	\$ 1,550.00	\$ 1,500.00	\$ 1,988.00	\$ 5,038.00
Publications Cost	\$ -	\$ -	\$ -	\$ -
Consultants	\$ 17,121.00	\$ 11,400.00	\$ -	\$ 28,521.00
Computer Services	\$ -	\$ -	\$ -	\$ -
Subcontracts	\$ -	\$ -	\$ -	\$ -
Service Providers	\$ -	\$ -	\$ -	\$ -
Participant Support	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
\$	216,058.00	\$ 216,058.00	\$ 54,014.00	\$ 486,130.00
\$	216,058.00	\$ 216,058.00	\$ 54,014.00	\$ 486,130.00
H. Facilities & Administrative	\$ 79,942.00	\$ 79,942.00	\$ 19,986.00	\$ 179,870.00
\$	296,000.00	\$ 296,000.00	\$ 74,000.00	\$ 666,000.00
I. Cost Sharing (if any)	\$ -	\$ -	\$ -	\$ -
J. Program Income (if any)	\$ -	\$ -	\$ -	\$ -
\$	296,000.00	\$ 296,000.00	\$ 74,000.00	\$ 666,000.00

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Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

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June 6, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health, to enter into a **retroactive sole source** agreement with University of New Hampshire, Vendor #177867-B046, 51 College Road, Room 116, Durham, NH 03824 to provide a Pediatric Mental Health Project Extension for Community Healthcare Outcomes to build the capacity of NH pediatric primary care clinicians to diagnose, treat, and provide on-going care management for children and youth up to age 21 with behavioral health disorders in an amount not to exceed \$833,000, effective **retroactive** to January 23, 2019 upon the Governor and Executive Council approval through June 30, 2021. 100% Federal Funds.

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

**05-95-90-902010-7048 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,  
HHS: DIVISION OF PUBLIC HEALTH, ADMINISTRATION, PEDIATRIC MENTAL HLTH CARE**

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	90047080	\$532,000
2021	102-500731	Contracts for Prog Svc	90047080	\$301,000
			<b>Total</b>	<b>\$833,000</b>

**EXPLANATION**

This request is **retroactive** because of the need to first establish a new position to coordinate grant activities, obtain fiscal committee approval of the federal funds, develop a contract with University of New Hampshire (UNH), and additional delays occurred due to the volume of new contracts being processed by the Department.

This request is **sole source** because the UNH Institute of Health Policy and Practice (IHPP), Citizens Health Initiative is the only Project Extension for Community Healthcare Outcomes (Project EHCO®) hub located within New Hampshire. Community Healthcare Outcomes has demonstrated



capacity to successfully implement Project ECHO® sessions in NH. The most recent sessions were related to Substance Use Disorder during the perinatal period and Medication Assisted Treatment to treat Opioid Use Disorder. As a New Hampshire based organization, Community Healthcare Outcomes brings the experience and resources necessary for the successful establishment of a strong NH pediatric mental health team to support NH providers.

This purpose of this agreement is to provide support to the NH Pediatric Mental Health Care Access Program for promoting behavioral health integration into pediatric primary care practices. The Contractor will:

- 1) Establish a pediatric mental health team.
- 2) Offer NH medical provider training through a series of case-based learning sessions via Project ECHO®.
- 3) Provide teleconsultation services for the care of children identified with a behavioral health condition.
- 4) Create a NH referral directory of pediatric behavioral health services.
- 5) Collect program performance and outcome data for program improvement and reporting to the Department and stakeholders.

Approximately 25 clinical practices per year will receive training that directly affect an undetermined amount of youth, statewide. Through this agreement, NH will expand pediatric behavioral health services and resources for children, families, and health care providers.

According to the United Health Foundation (2017), NH is the eighth healthiest state in the nation. However, there is much evidence to support the need for pediatric behavioral health as the prevalence of behavioral health disorders in NH's pediatric population is high compared to national averages. Evidence of behavioral health impacts on physical health, social health, and long-term life outcomes is well documented. Mitigation of behavioral health concerns in the pediatric population is important to support healthy mental and physical development as well as to reduce potential health risks in order to avoid negative health and mental health outcomes.

According to a 2015 report published by the Substance Abuse and Mental Health Services Administration (SAMHSA) nearly 12,000 adolescents in NH experienced a major depressive episode and 4.7% had a serious mental illness. The 2017 NH Youth Risk Behavior Survey (YRBS) showed that statewide, 18.6% of males and 37.6% of females felt sad or hopeless (11% of males and 20% of females considered attempting suicide). In 2014, 7,000 NH children ages 12-17 needed treatment for alcohol or illicit drug use. Further, the Center for Disease Control and Prevention (CDC) estimated in 2011 that approximately 0.1% in parents NH (vs. 8.8 percentage nationally), indicated having a child between 4-17 years affected by Attention Deficit Hyperactivity Disorder (ADHD).

The National Survey of Children's Health, showed that among NH children ages 2-17, 12.6% have one or more emotional, behavioral, or developmental conditions, and of those children nearly half received mental health treatment or counseling within the past year. Nearly 30% of this demographic is on Medicaid compared with the national average of 15.5% and, 36% have family incomes at or below the federal poverty line. Vulnerable populations at most risk for inadequate access to behavioral healthcare continue to be those living in health professional shortage areas. NH counties identified as having mental health service shortages are also the most rural communities with the highest percentages of children living in poverty.

- The following performance measures/objectives will be used to measure the effectiveness of the agreement: Project ECHO series will be filled to a minimum of 80% capacity (25

practices).

- At least 80% of Pediatric Mental Health Project ECHO participants will report an increase in knowledge related to pediatric behavioral health.
- At least 80% of Pediatric Mental Health Project ECHO participants will report an increased confidence in their ability to address the behavioral health needs of patients 0-21 years of age.

This agreement includes the option to extend contracted services for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Area served: Statewide

Source of Funds: 100% Federal Funds from US DHHS, Health Resources and Services Administration, Maternal and Child Health Bureau.

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families  
in providing opportunities for citizens to achieve health and independence.*

## COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Health and Human Services

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Health and Human Services, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 6/30/21. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: Pediatric Mental Health Care Access Program**

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

### State Project Administrator

Name: Rhonda Siegel  
Address: DHHS, DPHS  
Maternal and Child Health Section  
29 Hazen Drive  
Concord, NH 03301  
Phone: 603-271-4516

### Campus Project Administrator

Name: Susan Sosa  
Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Rd. Rm 116  
Durham, NH 03824  
Phone: 603-862-4848

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

### State Project Director

Name: Anne Marie Mercurie  
Address: DHHS, DPHS  
Maternal and Child Health Section  
29 Hazen Drive  
Concord, NH 03301  
Phone: 603-271-4531

### Campus Project Director

Name: Jeanne Ryer  
Address: NH Inst. on Health Policy and Practice  
Hewitt Hall  
4 Library Way  
Durham NH 03824  
Phone: 603-513-5126

- F. Total State funds in the amount of \$833,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. U4CMC32316 from US DHHS, Health Resources and Services Administration under CFDA# 93.110. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

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

By An Authorized Official of:  
University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

 5/21/19

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

Name:

Title:

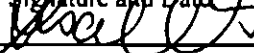
Signature and Date:

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

Name: Lisa M. Morris

Title: Director

Signature and Date:

 6/4/19

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

Name: LISA M English

Title: Special Attorney

Signature and Date:

 6/6/19

## **EXHIBIT A**

- A. Project Title:** Pediatric Mental Health Care Access Program
- B. Project Period:** January 23, 2019 through June 30, 2021. The Department reserves the right to extend contracted services for up to three (3) additional years contingent upon available funding, agreement between the parties and approval of the Governor and Executive Council.
- C. Objectives:** Provide support to the New Hampshire Pediatric Mental Health Care Access program for the purpose of promoting behavioral health integration into pediatric primary care practices.
- D. Scope of Work:** See Exhibit A-1, Scope of Services, and Exhibit C, Business Associate Agreement
- E. Deliverables Schedule:** See Exhibit A-1, Scope of Services
- F. Budget and Invoicing Instructions:** See Exhibit B-1, Methods and Conditions Precedent to Payments and Exhibit B-2, B-3 and B-4 Budget Sheets.

## EXHIBIT B

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

Special Federal provisions are listed here: ☒ None or



## Scope of Services

### **1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2021, and the Department shall not be liable for any payments for services provided after June 30, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

### **2. Scope of Services**

- 2.1. The Contractor shall establish a Pediatric Mental Health Project Extension for Community Healthcare Outcomes ECHO (PMHECHO) training model to build the capacity of NH pediatric primary care clinicians to diagnose, treat, and provide on-going care management for children/youth 0-21 years of age with mental and/or behavioral health disorders.
- 2.2. The Contractor shall convene a New Hampshire Pediatric Mental Health Team (NH PMHT) as an advisory resource, which includes, but is not limited to:
  - 2.2.1. Faculty.
  - 2.2.2. Teleconsulting, and advisory resource.
- 2.3. The PMHT shall, at minimum, consist of a :
  - 2.3.1. Case coordinator.
  - 2.3.2. Child and adolescent psychiatrist.
  - 2.3.3. Licensed clinical behavioral health professional, which may include but is not limited to:
    - 2.3.3.1. A psychologist.
    - 2.3.3.2. A social worker.
    - 2.3.3.3. A mental health counselor.



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- 2.4. The Contractor shall ensure the PMHT establishes an Advisory Committee to provide opportunities for stakeholder input, which includes, but is not limited to:
  - 2.4.1. Consumers of mental health care.
  - 2.4.2. Families of consumers of mental health care.
- 2.5. The Contractor shall develop a PMHECHO curriculum and ECHO infrastructure in consultation with NHPMHT on PMHECHO didactic session to determine presenters, content and learning evaluation measures that include but are not limited to pre- and post- evaluation instruments. The Contractor shall:
  - 2.5.1. Develop PMHECHO case templates.
  - 2.5.2. Develop PMHECHO session schedules and orientation schedules for faculty and participants.
  - 2.5.3. Recruit PMHECHO participants.
  - 2.5.4. Ensure activities include, but are not limited to:
    - 2.5.4.1. Mailing or emailing invitations
    - 2.5.4.2. Soliciting participation through existing contacts
    - 2.5.4.3. Extending personal invitations by telephone or other means of communication
  - 2.5.5. Implement and evaluate PMHECHO in a series of ten (10) ten sessions per year.
- 2.6. The Contractor shall utilize telehealth technology to implement a teleconsultation model that links pediatric primary care clinicians directly with appropriate pediatric specialist faculty from the NH pediatric mental health team (NHPMHT) to assist with child and/or condition-specific mental and/or behavioral health diagnosis, treatment, and recommendations.
- 2.7. The Contractor shall institute plans of strategy to support the objectives in Section 2.6, above by:
  - 2.7.1. Developing, piloting, and formalizing protocol(s) for evidence-based best practices in delivery of teleconsults that consider provider and consumer needs.
  - 2.7.2. Promoting availability of teleconsults with clinicians enrolled in Project ECHO.
  - 2.7.3. Providing training on protocols for and access to teleconsult for Project ECHO participant sites.





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- 2.7.4. Arranging logistics for teleconsults and providing technical support for teleconsult sessions.
- 2.7.5. Establishing and maintaining mechanism to collect and report data from clinicians enrolled in Project ECHO.
- 2.7.6. Conducting annual reviews of teleconsult data to identify improvement opportunities, update consult protocol as needed, determine feasibility to expand to additional providers.
- 2.8. The Contractor shall develop and update a resource directory of local-level pediatric behavioral health clinicians and specialists.
- 2.9. The Contractor shall institute a plan of strategy that supports the objectives in Section 2.8, above, by :
  - 2.9.1. Discerning scope and format for a directory that includes clinician organizations and types as well as other core information to be listed in the directory.
  - 2.9.2. Promoting statewide availability of directory to any provider or practice.
  - 2.9.3. Reviewing and revising the directory, as needed.
  - 2.9.4. Distributing the updated directory, annually, by hard copy and electronic means.
- 2.10. The Contractor shall establish systems to collect and report data on performance measures. The Contractor shall:
  - 2.10.1. Develop data collection tools and systems for performance and outcome measures that support program performance improvement and outcome measure reporting including. The Contractor shall ensure data includes, but is not limited to:
    - 2.10.1.1. Dates of when ECHO sessions occurred.
    - 2.10.1.2. ECHO session topics.
    - 2.10.1.3. Identification of ECHO session attendees, including contact information.
    - 2.10.1.4. Individuals who presented cases to the ECHO session.
    - 2.10.1.5. Individuals who presented didactics and on what topics.
    - 2.10.1.6. Document agendas and other resources.
    - 2.10.1.7. Project ECHO and teleconsult evaluation survey results.



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- 2.10.1.8. Case data entered into teleconsult survey.
- 2.10.1.9. Evidence of follow up with participants as needed to completed evaluations.
- 2.10.2. Conduct quality assurance and adjust data tool/system, as needed by:
  - 2.10.2.1. Producing annual reports on performance and outcome metrics.
  - 2.10.2.2. Analyzing data collected from various tools.
  - 2.10.2.3. Writing reports for submission to the Department that meet Federal reporting requirements.
  - 2.10.2.4. Implementing program infrastructure and grant management.
- 2.11. The Contractor shall comply with applicable state and federal regulations to implement mechanisms ensuring data security and protection of personal health information is maintained.
- 2.12. The Contractor shall provide timely communication with project staff including, but not limited to, participation in regular check-ins with NH DHHS Maternal and Child Health Section (MCHS) and US DHHS Health Resources & Services Administration (HRSA) HRSA Technical Assistance (TA) and evaluation activities.
- 2.13. The Contractor shall elicit input from stakeholders that include, but are not limited to, the Children's Behavioral Health Collaborative and Pediatric Mental Health Care Access Program advisory committee to expand program capacity and improve program performance.
- 2.14. The Contractor shall attend meetings and trainings facilitated by the NH Pediatric Mental Health Care Access Program and the affiliated Federal funder.

### 3. Staffing:

- 3.1. The Contractor shall ensure all health and allied health professions have the appropriate current NH licenses and are performing functions within their scope of practice, whether directly employed, contracted or subcontracted.
- 3.2. The Contractor shall ensure staff delivering teleconsultation services have, at minimum, one of the following:
  - 3.2.1. Masters prepared behavioral health practitioners. This includes individuals licensed under the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professional Board.

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- 3.2.2. Masters prepared and in the process of obtaining a license from the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professional Board, while under the supervision of a licensed practitioner of the same profession.
- 3.2.3. Physicians, Advanced Practice Registered Nurses, Physician Assistants or other practitioners licensed to practice in NH who are approved by the NHPMHT and are subject matter expert with specialized training or certifications, which qualifies them to provide pediatric mental health teleconsultation services.
- 3.3. The Contractor shall notify the Maternal and Child Health Section (MCHS) of any newly hired administrator, clinical coordinator or any staff person essential to carrying out contracted services in writing and include a copy of the individual's resume, within one month of hire.
- 3.4. The Contractor shall notify MCHS, in writing, when:
  - 3.4.1. Any critical position is vacant for more than one month.
  - 3.4.2. There is not adequate staffing to perform all required services for more than one month.

#### 4. Reporting Requirements

- 4.1. The Contractor shall collect and report applicable NH Pediatric Mental Health Care Access Program data annually according to the schedule and instructions provided by the MCHS, unless otherwise notified at least thirty (30) days prior of any changes in the submission schedule. Program data includes, but is not limited to:
  - 4.1.1. Performance and Outcome Measures
  - 4.1.2. Congressional Justification Performance Measures
  - 4.1.3. Discretionary Grant Information System (DGIS) Performance Measures
- 4.2. The Contractor shall develop an annual budget, budget narrative and work plan to be submitted no later than sixty (60) days from the contract effective date and annually thereafter according to the schedule and instructions provided by the MCHS, unless otherwise notified at least thirty (30) days prior of any changes in the submission schedule.
- 4.3. The Contractor shall submit a brief narrative description, not to exceed 200 words, of the major activities and accomplishments that include, but are not limited to, quality improvement over the past year according to the schedule and instructions provided by the MCHS, unless otherwise notified at least thirty (30) days prior of any changes in the submission schedule.



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4.4. The Contractor shall annually provide the number of hits by unique visitors to the website or section of website funded by the PMHCAP for the past year according to the schedule and instructions provided by the MCHS, unless otherwise notified at least thirty (30) days prior of any changes in the submission schedule.

4.5. The Contractor shall provide reporting information including but not limited to:

4.5.1. Pediatric Mental Health Team Composition:

4.5.1.1. Number and types of practitioners enrolled with the pediatric mental health team.

4.5.2. Training and Technical Assistance:

4.5.2.1. Number of primary care providers by discipline enrolled in a statewide or regional pediatric mental health care access program.

4.5.2.2. Percentage of primary care providers by discipline enrolled in a statewide or regional pediatric mental health care access program who received tele-consultation on behavioral health conditions.

4.5.2.3. Number of children and adolescents, 0-18 years of age, in primary care practices enrolled in a statewide or regional pediatric mental health care access program, who received at least one screening for a behavioral health condition using a standardized validated tool.

4.5.2.4. Percentage of children and adolescents, 0-18 years of age, in primary care practices enrolled in a statewide or regional pediatric mental health care access program, who screened positive for a behavioral health condition and received treatment from the primary care practices or a referral to a behavioral clinician.

4.5.2.5. Number, type of training materials (e.g., case studies, diagnostic and treatment protocols), and mechanism used (e.g., in-person, web-based).

4.5.2.6. Number of technical assistance/training activities held by topic (indicate if continuing credit was provided) and mechanism used (e.g., in-person, web-based).

4.5.2.7. Number and types of providers trained such as type of provider (e.g. MD, MSW, APRN, PA) and type of agency they are employed at such as: social service agency,



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mental health agency, clinical programs/hospitals, juvenile justice, early intervention, development disability agency.

4.5.3. Teleconsultation Services:

- 4.5.3.1. Number of consultations and referrals received by the pediatric mental health team, by provider discipline type, and by telehealth mechanism.
- 4.5.3.2. Number of consultations and referrals provided by each member of the pediatric mental health team.
- 4.5.3.3. Reasons for provider contact with the pediatric mental health team.
- 4.5.3.4. Number of providers seeking psychiatric consultation, including through telehealth, and for what condition (e.g., depression, anxiety, Attention-Deficit/Hyperactivity Disorder, Autism Spectrum Disorder).
- 4.5.3.5. Number of providers seeking care coordination, including through telehealth.
- 4.5.3.6. Number of providers seeking both psychiatric consultation and care coordination, including through telehealth.
- 4.5.3.7. Types of referrals provided by the pediatric mental health team (e.g., referrals for psychotherapy, counseling, cognitive behavioral therapy, community-based outreach services), and the extent to which such referrals are provided through telehealth.
- 4.5.3.8. Course of action to be taken by provider as result of contact with the pediatric mental health team (e.g., provide referral, recommend medication initiation to patient).
- 4.5.3.9. Number of children and adolescents served by providers who contacted the pediatric mental health team (including by telehealth) by demographics such as: age, insurance status, race, ethnicity, income level, primary language, county in which patient resides, and presence of special health care need.
- 4.5.3.10. Number of children and adolescents living in rural and underserved counties served by providers who contacted the pediatric mental health team (including by telehealth).

4.5.4. Referral Directory:



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- 4.5.4.1. Number and types of community-based mental health and support service providers in the telehealth referral database.

## 5. Performance Measures

- 5.1. Reporting Project ECHO series will be filled to a minimum of 80% capacity (20 practices).
- 5.2. At least 80% of Pediatric Mental Health Project ECHO participants will report an increase in knowledge related to pediatric behavioral health.
- 5.3. At least 80% of Pediatric Mental Health Project ECHO participants will report an increased confidence in their ability to address the behavioral health needs of patients 0-21 years of age.

## 6. Deliverables

- 6.1. The Contractor shall establish a pediatric mental health team per Section 2.2. within three (3) months of the contract effective date.
- 6.2. The Contractor shall develop the PMHECHO curriculum within six (6) months of the contract effective date.
- 6.3. The Contractor shall initiate PMHECHO case based learning sessions within nine (9) months of the contract effective date.
- 6.4. The Contractor shall develop an initial NH referral directory per Section 2.8 within nine (9) months of the contract effective date.

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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

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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

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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

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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

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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.).

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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, system's 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

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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 must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within twenty-four (24) hours of identification of a possible issue. 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.

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*07/21/19*

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- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within twenty-four (24) hours of identification of a possible issue.

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

KJ

5/21/19

New Hampshire Department of Health and Human Services

Exhibit A-2

DHHS Information Security Requirements



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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov



New Hampshire Department of Health and Human Services  
Pediatric Mental Health Care Access Program  
**Exhibit B-1**

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**Method and Conditions Precedent to Payment**

1. The State shall pay the Campus an amount not to exceed the Cooperative Project Agreement, Section F, Total State Funds, for the services provided by the Campus pursuant to Exhibit A of the Cooperative Project Agreement (CPA).
2. This Agreement is funded with Federal Funds as follows: 100% Federal Funds from U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) , CFDA #93.110, Federal Award Identification Number (FAIN), U4CMC32316.
3. The Contractor agrees to provide the services in Exhibit A-1, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Payment for said services shall be made monthly as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits B-2, Budget Sheet through Exhibit B-4, Budget Sheet.
  - 5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 5.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
6. The NH Pediatric Mental Health Care Access Program (NH PMHCAP) is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$445,000 with twenty percent financed with non-federal sources. The contents of this contract are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.





**New Hampshire Department of Health and Human Services  
Pediatric Mental Health Care Access Program  
Exhibit B-1**

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7. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
8. The final invoice shall be due to the State no later than sixty (60) days after the Cooperative Project Agreement, Section B end Date.
9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHScontractbilling@dhhs.nh.gov](mailto:DPHScontractbilling@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301

10. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A-1, Scope of Services and in this Exhibit B-1.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Amendments limited to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit S-2, Budget Sheet

New Hampshire Department of Health and Human Services											
Contractor name: University of New Hampshire											
Budget Request for: Pediatric Mental Health Care Access Program											
Budget Period: January 23, 2019 - June 30, 2019 (SFY 19)											
Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Salaries/Wages	85,489.00	22,021.00	107,510.00	-	-	-	85,489.00	22,021.00	107,510.00		
2. Employee Benefits	25,001.00	8,118.00	33,119.00	-	-	-	25,001.00	8,118.00	33,119.00		
3. Construction	-	-	-	-	-	-	-	-	-		
4. Equipment	-	-	-	-	-	-	-	-	-		
5. Rental	-	-	-	-	-	-	-	-	-		
6. Repairs and Maintenance	-	-	-	-	-	-	-	-	-		
7. Information Technology	-	-	-	-	-	-	-	-	-		
8. Supplies	75,347.00	25,818.00	101,165.00	-	-	-	75,347.00	25,818.00	101,165.00		
9. Educational	-	-	-	-	-	-	-	-	-		
10. Lab	-	-	-	-	-	-	-	-	-		
11. Pharmacy	-	-	-	-	-	-	-	-	-		
12. Medical	-	-	-	-	-	-	-	-	-		
13. Office	-	-	-	-	-	-	-	-	-		
14. Travel	1,800.00	1,375.00	3,175.00	-	-	-	1,800.00	1,375.00	3,175.00		
15. Document	-	-	-	-	-	-	-	-	-		
16. Contract Expenses	-	-	-	-	-	-	-	-	-		
17. Materials	-	-	-	-	-	-	-	-	-		
18. Printing	-	-	-	-	-	-	-	-	-		
19. Publications	-	-	-	-	-	-	-	-	-		
20. Facilities	-	-	-	-	-	-	-	-	-		
21. Food and Lodging	-	-	-	-	-	-	-	-	-		
22. Insurance	-	-	-	-	-	-	-	-	-		
23. Bond Expenses	-	-	-	-	-	-	-	-	-		
24. Software	-	-	-	-	-	-	-	-	-		
25. Marketing/Communications	-	-	-	-	-	-	-	-	-		
26. Staff Education and Training	-	-	-	-	-	-	-	-	-		
27. Subcontractor/fees	-	-	-	-	-	-	-	-	-		
28. Other (specify details in comments)	-	-	-	-	-	-	-	-	-		
TOTAL	106,436.00	36,361.00	142,797.00	-	-	-	106,436.00	36,361.00	142,797.00		

Computer: VJ  
Date: 5/22/17

Exhibit B-3, Budget Sheet

New Hampshire's Department of Health and Human Services										
Contractor name: University of New Hampshire										
Budget Request for: Public Health Medical Health Care Access Program										
Budget Period: July 1, 2010 - June 30, 2011 (6/1/10)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	125,721.00	44,254.00	169,975.00	-	-	-	125,721.00	44,254.00	169,975.00	
2. Indirect Benefits	48,228.00	17,321.00	65,549.00	-	-	-	48,228.00	17,321.00	65,549.00	
3. Consultants	-	-	-	-	-	-	-	-	-	
4. Equipment	-	-	-	-	-	-	-	-	-	
5. Rent	-	-	-	-	-	-	-	-	-	
6. Travel and Maintenance	-	-	-	-	-	-	-	-	-	
7. Materials/Consumption	-	-	-	-	-	-	-	-	-	
8. Supplies	47,468.00	16,846.00	64,314.00	-	-	-	47,468.00	16,846.00	64,314.00	
9. Education	-	-	-	-	-	-	-	-	-	
10. Lab	-	-	-	-	-	-	-	-	-	
11. Pharmacy	-	-	-	-	-	-	-	-	-	
12. Medical	-	-	-	-	-	-	-	-	-	
13. Other	-	-	-	-	-	-	-	-	-	
14. Travel	3,500.00	850.00	4,350.00	-	-	-	3,500.00	850.00	4,350.00	
15. Occupancy	-	-	-	-	-	-	-	-	-	
16. General Expenses	-	-	-	-	-	-	-	-	-	
17. Utilities	-	-	-	-	-	-	-	-	-	
18. Postage	-	-	-	-	-	-	-	-	-	
19. Admissions	-	-	-	-	-	-	-	-	-	
20. Audit and Legal	-	-	-	-	-	-	-	-	-	
21. Insurance	-	-	-	-	-	-	-	-	-	
22. Medical Expenses	-	-	-	-	-	-	-	-	-	
23. Laboratory	-	-	-	-	-	-	-	-	-	
24. Administrative/Communications	-	-	-	-	-	-	-	-	-	
25. Staff Education and Training	-	-	-	-	-	-	-	-	-	
26. Subcontract/Accommodations	-	-	-	-	-	-	-	-	-	
27. Other (specify if mandatory)	-	-	-	-	-	-	-	-	-	
TOTAL	224,852.00	79,148.00	304,000.00	-	-	-	224,852.00	79,148.00	304,000.00	
Submitted for Review of Board										

Exhibit B-4, Budget Sheet

New Hampshire Department of Health and Human Services										
Bundled Home University of New Hampshire										
Budget Request for Pediatric Mental Health Care Access Program										
Budget Period: July 1, 2020 - June 30, 2021 (BPF 2)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by Grant contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Total
1. Staff Salaries/Wages	129,492.00	45,342.00	174,834.00	-	-	-	129,492.00	45,342.00	174,834.00	174,834.00
2. Employee Benefits	80,762.00	17,847.00	98,609.00	-	-	-	80,762.00	17,847.00	98,609.00	98,609.00
3. Consultants	-	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-	-
5. Travel	-	-	-	-	-	-	-	-	-	-
6. Travel and Maintenance	-	-	-	-	-	-	-	-	-	-
7. Facilities/Operations	-	-	-	-	-	-	-	-	-	-
8. Supplies	40,837.00	16,418.00	57,255.00	-	-	-	40,837.00	16,418.00	57,255.00	57,255.00
9. Educational	-	-	-	-	-	-	-	-	-	-
10. IT	-	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-	-
13. Other	-	-	-	-	-	-	-	-	-	-
14. Travel	1,500.00	120.00	1,620.00	-	-	-	1,500.00	120.00	1,620.00	1,620.00
15. Consulting	-	-	-	-	-	-	-	-	-	-
16. Current Expenses	-	-	-	-	-	-	-	-	-	-
17. Facilities	-	-	-	-	-	-	-	-	-	-
18. Personnel	-	-	-	-	-	-	-	-	-	-
19. Subscriptions	-	-	-	-	-	-	-	-	-	-
20. Audit and Legal	-	-	-	-	-	-	-	-	-	-
21. Insurance	-	-	-	-	-	-	-	-	-	-
22. Board Expenses	-	-	-	-	-	-	-	-	-	-
23. Software	-	-	-	-	-	-	-	-	-	-
24. Marketing/Communications	-	-	-	-	-	-	-	-	-	-
25. Staff Education and Training	-	-	-	-	-	-	-	-	-	-
26. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-	-
27. Other (specify in narrative)	-	-	-	-	-	-	-	-	-	-
TOTAL	222,833.00	78,367.00	301,200.00	-	-	-	222,833.00	78,367.00	301,200.00	301,200.00
Internal to 2 Percent of Grant										

6/5  
 5/21/19

## STANDARD EXHIBIT C

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

Project Title: Cooperative Project Agreement, Page 1, Paragraph C (Project Title)

Project Period: Cooperative Project Agreement, Page 1, Paragraph B (Effective Date)

### BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Breach Notification Rule" shall mean the provisions of the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and amendments thereto.
- c. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- e. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- f. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- g. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- h. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- i. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- j. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

- k. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- l. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- m. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- n. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- o. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- p. **"Unsecured Protected Health Information"** shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- q. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate, and its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement (including this Exhibit) to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate

shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.

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

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer without unreasonable delay and in no case later than two (2) business days following the date upon which the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement or this Exhibit, 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 promptly perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to, the following information, to the extent it is known by the Business Associate:
  - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - The unauthorized person who used the protected health information or to whom the disclosure was made;
  - Whether the protected health information was actually acquired or viewed
  - The extent to which the risk to the protected health information has been mitigated.

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

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

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by the Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Exhibit.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of this Exhibit, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate



destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph #14 of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, including this Exhibit, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.
- d. Interpretation. The parties agree that any ambiguity in the Agreement or this Exhibit shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of this Exhibit in section (3)(l), and the defense and indemnification provisions of section (3) and Paragraph #14 of the Agreement shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State



Signature of Authorized Representative

LISA MORRIS

Authorized Representative

Bureau Chief DIRECTOR, DPHS

Title of Authorized Representative

6/4/19

Date

University of New Hampshire



Signature of Authorized Representative

Karen M. Jensen

Manager, Sponsored Programs  
Administration

5/21/19

Date