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MAR

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

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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www.dhhs.nh.gov

June 1, 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, amend an existing **Sole Source** cooperative project agreement with University of New Hampshire (VC#177867-B045), Durham, NH for telephone survey and volunteer recruitment services for the Department's Biomonitoring Program, by increasing the price limitation by \$80,000 from \$36,000 to \$116,000 and by extending the completion date from August 31, 2020 to August 31, 2024 effective upon Governor and Council approval. The original contract was approved by Governor and Council on January 9, 2019, item #8. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, 2024 and 2025, upon the availability and continued appropriation of funds in future operating budgets, 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.

05-95-90-903010-8280 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, BIOMONITORING GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Program Services	90082801	\$23,500	\$0	\$23,500
2020	102-500731	Contracts for Program Services	90082801	\$12,500	\$0	\$12,500
2021	102-500731	Contracts for Program Services	90082801	\$0	\$16,667	\$16,667
2022	102-500731	Contracts for Program Services	90082801	\$0	\$20,000	\$20,000

2023	102-500731	Contracts for Program Services	90082801	\$0	\$20,000	\$20,000
2024	102-500731	Contracts for Program Services	90082801	\$0	\$20,000	\$20,000
2025	102-500731	Contracts for Program Services	90082801	\$0	\$3,333	\$3,333
			Subtotal	\$36,000	\$80,000	\$116,000

EXPLANATION

This request is **Sole Source** because the vendor has the institutional standing to present the content of the Department's Biomonitoring Program to the New Hampshire residents who have volunteered or may wish to participate. As previously stated, the original contract was approved by Governor and Council on January 9, 2019, Item #8.

Biomonitoring is the study of environmental chemicals in people, which is conducted by testing for those chemicals or their breakdown products in human specimens such as urine, blood, and tissue. The purpose of this request is for the University of New Hampshire Survey Center to continue contacting NH residents who may be interested in participating in biomonitoring studies, providing information on the studies, inviting individuals to participate, and/or administering surveys. If the NH residents are interested and qualify, then the UNH Survey Center will provide additional study information so the residents can complete the registration and enrollment process and/or complete a survey.

From September 1, 2019 to December 31, 2024, the BiomonitoringNH Program will be conducting four studies across the state to obtain New Hampshire-specific biomonitoring data. The data will be compared to national biomonitoring data from the Centers for Disease Control and Prevention so the Department can determine if NH residents are at higher, lower, or equal risk of bodily contamination with chemicals as compared to the national population. Residents statewide as well as individuals in certain areas with specific risk factors will be invited to participate in biomonitoring studies and/or answer survey questions. Biomonitoring studies and surveys assist with identifying the traits, characteristics, or exposures that make individuals most susceptible to having a chemical body burden.

The BiomonitoringNH Program will collect demographic and exposure information as well as test NH residents for metals, which may include arsenic, uranium, and lead; pesticides; per- and polyfluoroalkyl substances (PFAS); volatile organic compounds (like MtBE); polycyclic aromatic hydrocarbons (PAHs); and nicotine exposure. Information obtained from the studies is useful to evaluate public health policy, to inform the allocation of resources, and to address the chemical exposure risk factors encountered by NH residents. The BiomonitoringNH Program will also be launching studies involving at-risk residents in the City of Berlin, individuals living with children with elevated blood lead levels, and individuals using private wells and living in areas prone to flooding or increased precipitation events.

The Department will monitor contracted services through written reports provided by UNH that describe:

- The outcome of the contact or contact attempt for each respondent;
- The date and time of each attempted contact; and
- The information gathered from the contact such as full name, telephone number, email address, and survey responses.

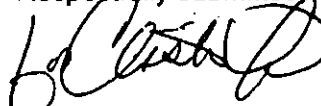
Should the Governor and Council not authorize this request, the BiomonitoringNH Program may not be able to successfully complete grant objectives, which could result in loss of federal funding and elimination of the BiomonitoringNH Program, which is critical to State environmental health investigations such as the Pease and Southern NH PFAS investigations. Additionally, the Department may lose up to five (5) staff who include three (3) toxicologists and two (2) epidemiologists, due to the resulting reductions in funding.

Area served: Statewide

Source of Funds: CFDA #93.070, FAIN # NU88EH001327

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT**

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

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 1/9/19, item # 8, for the Project titled "NH Public Health Labs Biomonitoring Studies," Campus Project Director, Kerry Nottle, 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:

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 **August 31, 2020** with the revised Project End Date of **August 31, 2024**, and Exhibit A, article B is revised to replace the Project Period of **May 01, 2018 – August 31, 2020** with **May 01, 2018 – August 31, 2024**.
- 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 **\$80,000** and will read:

Total State funds in the amount of **\$116,000** 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. **U88EH001327** from **Centers for Disease Control and Prevention** under CFDA# **93.070**. 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 # to the Cooperative Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title: Director, Pre-award
Signature and Date: Karen Jensen Digitally signed by Karen Jensen
DN: cn=Karen Jensen, o=UNH, ou=UNH, email=Karen.Jensen@unh.edu

By An Authorized Official of: the New
Hampshire Office of the Attorney General
Name: Christen Lavers
Title: Assistant Attorney General
Signature and Date: Christen Lavers 5/27/20

By An Authorized Official of:
Division of Public Health Services
Name: Lisa M. Morris
Title: Director
Signature and Date: Lisa M. Morris 5/22/2020

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

EXHIBIT A

A. Project Title: NH Public Health Labs Biomonitoring Studies

B. Project Period: 05/01/2018 - 08/31/2024

C. Objectives: The Campus will contact NH residents who may wish to participate in a biomonitoring study for recruitment purposes and/or will administer surveys related to biomonitoring. The Campus shall collect more detailed contact information including, but not limited to, the respondent's full name, address, telephone number, email address and/or other survey responses. The Campus may follow-up with the respondent with a concise email at the conclusion of the interview.

D. Scope of Work: Modify Exhibit A -1 Scope of Services, Section 2 Scope of Work, Subsection 2.1 to read:

2.1. The Campus shall develop a survey script, using industry standards for script language and number of times to be contacted, in conjunction with the Department.

Modify Exhibit A-1 Scope of Services, Section 2 Scope of Work, Subsection 2.5 to read:
2.5 RESERVED

Modify Exhibit A-1 Scope of Services, Section 3 Reporting, Subsection 3.2, to read:

3.2. The Campus shall provide a written report to the Department on a regular basis, as determined by the Department, in Excel or CSV format that includes, but is not limited to:

3.2.1. A description of the outcome of the contact or contact attempts for each respondent.

3.2.2. The date and time for each attempted contact.

3.2.3. The full name, telephone number and email address and any other collected information for each respondent as well as any survey responses.

Modify Exhibit A-1 Scope of Services, Section 4. Deliverables, to read:

4.1. The Campus shall provide a clean dataset of completed interviews in a format that is acceptable to the Department which may include, but is not limited to:

4.1.1 Full name.

4.1.2 Address.

4.1.3 Telephone number.

4.1.4 Email address.

4.2. The Campus shall attempt to contact each resident on the survey list to a maximum chargeable hours not to exceed the contract budget limit and industry standards for number of times to contact.

E. Deliverables Schedule: See Exhibit A-1 Scope of Work, Section 4

F. Budget and Invoicing Instructions:
Budget July 1, 2020 through August 31, 2024

Budget Items	State funding	Cost Sharing	Total
1. Salaries & Wages	\$36,965	\$0	\$36,965
2. Employee Fringe Benefites	\$16,191	\$0	\$16,191

3. Travel
4. Supplies and Services
5. Equipment
6. Facilities & Admin Cots \$26,844 \$0 \$26,844

In-Kind Contribution

Total Project Costs: \$80,000



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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 19, 2018

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** agreement with University of New Hampshire Office of Sponsored Research, Vendor # 177867-B046, 51 College Rd. Rm. 116 Durham, NH 03824-3585 in an amount not to exceed \$36,000, to provide telephone survey and volunteer recruitment services for the Department's Biomonitoring Program, effective upon the date of approval by the Governor and Executive Council through August 31, 2020. 100 % Federal Funds.

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, 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, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-903010-8280 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, PUBLIC HEALTH LABORATORIES, NEW HAMPSHIRE EXPANDED BIOMONITORING PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Program Services	90082801	\$23,500
SFY 2020	102-500731	Contracts for Program Services	90082801	\$12,500
			Total	\$36,000

EXPLANATION

This request is **sole source** because the Contractor has the capacity and the institutional standing to present the content of the Department's Biomonitoring Program to the New Hampshire residents who have volunteered to participate. The Department has recently entered the final year of a five year, \$5 million cooperative agreement with the Centers for Disease Control and Prevention, and survey center services are critical to the successful completion of grant objectives. The Biomonitoring Program is critical to State Environmental Health investigations such as the Pease and Southern NH PFAS investigations.

Funds in this agreement will be used to conduct a telephone survey of New Hampshire residents who have voluntarily responded to the Department's Behavioral Risk Factor Surveillance System survey (respondents). More information can be found on the Department's website at <https://www.dhhs.nh.gov/dphs/hsdm/brfss/>. Results of the survey are used for planning and evaluating public health programs, focusing resources, and monitoring the health of New Hampshire residents. The information obtained in the study is especially useful to evaluate public health policy, allocate resources, and address the chemical exposure risk factors encountered by New Hampshire residents.

The Contractor will contact respondents to recruit volunteers to participate in the Department's biomonitoring study. The recruitment will involve a brief description of the biomonitoring study, and if interested, the Contractor will collect more detailed contact information including, but not limited to the respondent's full name, address, telephone number, and email address. After contact information is collected the Contractor will email more information about the project and a link to the study website to the respondent.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Number of attempted contacts for each respondent.
- Number of respondents recruited to participate in the biomonitoring study.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

Should Governor and Executive Council not authorize this request, the Department may not be able to achieve requirements set by the Federal grant and may lose Federal funding for the Department's Biomonitoring Program, which is critical for environmental health investigations such as those concerning per- and polyfluoroalkyl substance (PFAS) contamination.

Area served: Statewide.

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention, Biomonitoring Cooperative Agreement.

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

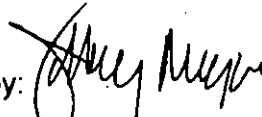
Respectfully submitted,



for Lisa M. Morris

Director

Approved by:



Jeffrey A. Meyers

Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, NH 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, **NH 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 **8/31/20**. 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: NH Public Health Labs Biomonitoring Studies.

- 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: Amy Bergquist
Address: Division for Public Health Services
Public Health Laboratories
29 Hazen Drive
Concord, NH 03301
Phone: 603 271-0183

Campus Project Administrator

Name: Dianne Hall
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824-3585
Phone: 603-862-1942

- 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: Amanda Cossar
Address: Division for Public Health Services
Public Health Laboratorie
29 Hazen Drive
Concord, NH 03301
Phone: 603-271-4611

Campus Project Director

Name: Tracy Keims
Address: University of New Hampshire
Survey Center
9 Madbury Rd.
Durham, NH 03824-2541
Phone: 603 862-1060

F. Total State funds in the amount of \$36,000 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 0% 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. U88EH001142 from Centers of Disease Control and Prevention (CDC) under CFDA# 93.070. 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.

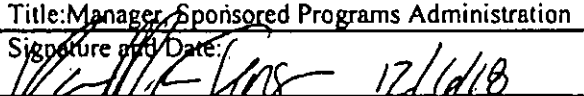
G. Check if applicable

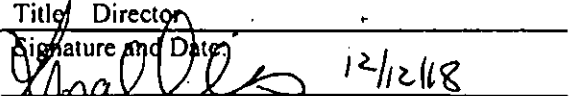
Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

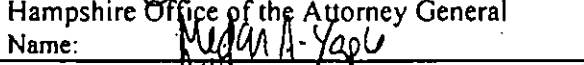
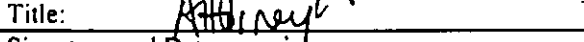
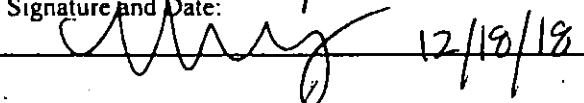
H. State has chosen not to take possession of equipment purchased under this Project Agreement.
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. 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:  12/16/18

By An Authorized Official of:
Division of Public Health Services
Name: Lisa M. Morris
Title: Director
Signature and Date:  12/12/18

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: 
Title: 
Signature and Date:  12/19/18

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

Campus Authorized Official 
Date 12/16/18

EXHIBIT A

A. Project Title: NH Public Health Labs Biomonitoring Studies

B. Project Period: 05/01/2018 - 08/31/2020

D. Objectives: The recruitment will involve a brief description of the NH biomonitoring study and if the individual is interested in participating in the study, the Campus shall collect more detailed contact information including, but not limited to the respondent's full name, address, telephone number and email address. After contact information is collected the Campus will email more information about the project and a link to the study website to the respondent.

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

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

F. Budget and Invoicing Instructions:

Budget Items	State Funding	Cost Sharing (if required)	Total
Statewide Surveillance Study			
1. Salaries & Wages	11,449	0	11,449
2. Employee Fringe Benefits	1,646	0	1,646
3. Travel	0	0	0
4. Supplies and Services	1,153	0	1,153
5. Equipment	0	0	0
6. Facilities & Admin Costs	7,124	0	7,124
Subtotals	21,372	0	21,372
Future Projects	14,628	0	14,628
In Kind Contribution	0	0	0
Total Project Costs:			\$36,000

G. Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

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 Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Campus 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 Campus 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. For the purposes of this contract, University of New Hampshire (UNH) shall be identified as a contractor, in accordance with 2 CFR 200.0. *et seq.*
- 1.4. The Campus shall ensure that policies and procedures are in place to protect the confidentiality of the protected health information (PHI) and identity of the individuals participating in the survey.
- 1.5. The Campus shall adequately train all staff conducting surveys in applicable state rules, laws and federal laws relating to the confidentiality of the information disclosed in response to the survey.

2. Scope of Work

- 2.1. The Campus shall develop a survey script, using industry standards for script language and number of times to be contacted, in conjunction with the Department, which can be completed in no more than six (6) minutes, on average.
- 2.2. The Campus shall conduct a telephone survey using a survey list of New Hampshire residents (respondents) provided by the Department, and a survey script that is approved by the Department.
- 2.3. The Campus shall attempt to contact to each respondent on the survey list no less than eight (8) times, or until:
 - 2.3.1. The survey is completed.
 - 2.3.2. The respondent declines to participate in the survey.
 - 2.3.3. The Department requests that contact cease.
- 2.4. For each respondent that the Contactor attempts to contact eight (8) times, the Campus shall ensure that the contact attempts are made:
 - 2.4.1. On no less than four (4) different days of the week.
 - 2.4.2. At no less than four (4) different hours of the day.

KJ

12/4/18



- 2.5. The Campus shall ensure that respondents who refuse to participate in the survey are contacted at least one (1) time by senior interview staff after the refusal to participate.

3. Reporting

- 3.1. The Campus shall provide a technical report describing the methodology of the survey no later than thirty (30) days from last day of data collection.
- 3.2. The Campus shall provide a written report to the Department on a weekly basis, in Excel or CSV format, that includes, but is not limited to:
- 3.2.1. A description of the outcome of the contact or contact attempts for each respondent.
 - 3.2.2. The date and time for each attempted contact.
 - 3.2.3. The full name, telephone number and email address for each respondent that agrees to receive additional information about the biomonitoring study.

4. Deliverables

- 4.1. The Campus shall provide a clean dataset of no less than 1000 completed interviews no later than April 1, 2019 in a format that is acceptable to the Department which includes, but is not limited to:
- 4.1.1. Full name.
 - 4.1.2. Address
 - 4.1.3. Telephone Number
 - 4.1.4. Email address.
- 4.2. The Campus shall attempt to contact each resident on the survey list to a maximum not to exceed 3,500 residents.

New Hampshire Department of Health and Human Services

Exhibit A-2

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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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, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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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/doi/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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- 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



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

DHHSPrivacy.Officer@dhhs.nh.gov