



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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February 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 Services, to enter into an agreement with the University of New Hampshire, Vendor #177867, 51 College Rd., Hewitt Hall Rm 116, Durham, NH 03824, for the provision of training and technical assistance to community-based organizations and medical providers on harm reduction strategies in an amount not to exceed \$143,875, effective upon date of Governor and Executive Council approval through August 31, 2019. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 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.

05-095-090-902510-7039, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	90703900	\$118,426
2020	102-500731	Contracts for Prog Svc	90703900	\$25,449
			Total	\$143,875

EXPLANATION

The purpose of this request is to provide training and technical assistance to community-based organizations and medical providers on harm reduction strategies that can be integrated into recovery programs, health care institutions and throughout communities who serve individuals impacted by Substance Use Disorders.

Harm reduction refers to policies and practices that aim to reduce the harms associated with drug use and include activities such as education on safe injection practices, overdose prevention, testing for HIV and Hepatitis C, vaccination, and condom distribution. The training will include didactic group training sessions, as well as visits to medical provider offices to promote harm reduction as a strategy to reach substance use disorder patients; technical assistance post-training to ensure optimal use of harm reduction strategies with clients; educational materials that address topics on safe opiate prescribing, including tapering and opioid withdrawal management to support substance use reduction and abstinence.

New Hampshire (NH) is in the midst of an opioid overdose epidemic. In 2017, New Hampshire had 395 opioid-related deaths, 2,774 emergency naloxone (Narcan) administrations, and 6,684 emergency department opioid related visits. NH is ranked as having the third highest overdose rate in the country at 39 individuals per 100,000 population. While NH has not experienced an overall increase in HIV infections, the proportion of individuals newly diagnosed with HIV who report injection drug use as a risk factor has increased. Additionally, most individuals with new Hepatitis C infection also report a history of injection drug use; 85% of the approximately 300 people with new Hepatitis C infections in NH each year report a history of injecting drugs. These infections can not only be deadly, but they are expensive to treat. They are also completely preventable through effective harm reduction strategies.

Providing harm reduction strategies training to community-based organizations and medical providers who work with and treat clients with substance use disorder will support a statewide effort to decrease negative health outcomes, including the spread of infectious disease related to substance misuse. Through this contract, up to one hundred and fifty (150) individuals in at least fifty (50) practice settings across New Hampshire, who assist individuals who use drugs, will be provided training at community and healthcare agencies.

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

- Eighty percent (80%) of the trainings must result in follow up technical assistance, specific to the use of harm reduction strategies.
- Eighty percent (80%) of the technical assistance sessions must result in evaluation results that reflect an intended change in practice to integrate harm reduction strategies into client services.

The University of New Hampshire was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from October 18, 2018 through November 7, 2018. The Department received one (1) proposal. This proposal was reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposal. The Score Summary Sheet is attached.

As referenced in the Request for Proposals and in the Exhibit A, Section B of this contract, this Department has the option to extend contracted services for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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 biennia.

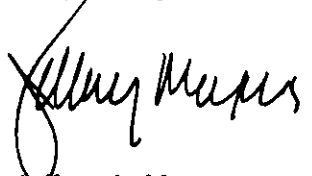
Should the Governor and Executive Council not authorize this request, community-based organizations and medical providers who work with clients with substance use disorder will not have access to the training needed to implement harm reduction strategies with a goal of reducing negative health outcomes, including the spread of infectious diseases, related to substance misuse.

Area served: Statewide

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention, Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response Funding Opportunity Number: CDC-RFA-TP18-1802.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

HARM REDUCTION TRAINING FOR
COMMUNITY ORGANIZATIONS

RFP-2019-DPHS-18-HARMR

RFP Name

RFP Number

Bidder Name

1. University of New Hampshire
2. _____
3. _____
4. _____

Pass/Fail	Maximum Points	Actual Points
	430	368

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 8/31/19. 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: Harm Reduction Training for Community Organizations

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: Lisa M Morris
Address: Director DPHS
NH Dept of Health & Human Services
29 Hazen Drive
Concord, NH 03301
Phone: 603-271-4612

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: Lindsay Pierce
Address: Bureau of Infectious Disease Control
NH Dept of Health & Human Services
29 Hazen Drive
Concord, NH 03301
Phone: 603-271-4481

Campus Project Director

Name: Kerry Nolte
Address: University of New Hampshire
243 Hewitt Hall
4 Library Way
Durham, NH 03824
Phone: 603-862-4017

Campus Authorized Official *[Signature]*
Date 1/11/19

F. Total State funds in the amount of \$143,875 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. _____ from **Centers for Disease Control and Prevention, Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response Funding Opportunity Number: CDC-RFA-TP18-1802** under CFDA# **93.354**. 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, _____ 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:  1/11/19

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

Name: 

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

Name: Lisa M. Morris

Title: Director

Signature and Date:  2/13/19

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

Name: _____

Campus Authorized Official 
Date 1/11/19

Title: _____
Signature and Date: _____

Title: _____
Signature and Date: _____

EXHIBIT A

- A. **Project Title:** Harm Reduction Training for Community Organizations
- B. **Project Period:** Date of Governor and Executive Council Approval through August 31, 2019. The Division reserves the right to renew the contract for up to one (1) additional year, subject to continued availability of funds, satisfactory performance of services, and approval of Governor and Executive Council.
- C. **Objectives:** The Contractor will provide Harm Reduction Training for Community Organizations which includes, but is not limited to Academic Detailing with medical providers, specific to harm reduction as a strategy to reach substance use disorder patients, technical assistance post-training to ensure optimal use of harm reduction strategies with clients, and educational materials that address topics on safe opiate prescribing, including tapering and opioid withdrawal management to support substance use reduction and abstinence.
- D. **Scope of Work:** See attached Exhibit A-1, Item D, Scope of Services
- E. **Deliverables Schedule:** See attached Exhibit A-1, Item D, Scope of Services
- F. **Budget and Invoicing Instructions:** See attached Exhibit A-1, Item F-1, SFY 2019 Budget (January - June 2019) and SFY 2020 Budget (July 1, 2019 - August 31, 2019).
- G. **Business Associate Agreement:** See attached Exhibit A-2, DHHS Information Security Requirements.
- H. **Health Insurance Portability and Accountability Act:** See attached Standard Exhibit I.

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, 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 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services

- 2.1. The Contractor shall provide harm reduction education and technical assistance to both community based organizations and medical providers which promotes strategies to reduce drug related harms to their clients.
- 2.2. The Contractor shall collaborate with the New Hampshire Harm Reduction Coalition (NHHRC) and the NH Citizens Health Initiative (NHCHI), a multi-stakeholder collaborative effort within the Contractor's Institute for Health Policy and Practice (IHPP).
- 2.3. The Contractor shall conduct an initial meeting with the Department to discuss their work plan, performance measures, and report formats within ten (10) business days of the contract effective date.
- 2.4. The Contractor shall develop the trainings in a manner that:
 - 2.4.1. Informs and educates organizations and providers of harm reduction strategies by providing scientific evidence of impact and best practice components for Good Samaritan, naloxone, and medication assisted treatment (MAT) initiatives.
 - 2.4.2. Allows community based organizations and medical providers to integrate harm reduction practices into recovery programs, health care institutions, and throughout communities including, but not limited to:

- 2.4.2.1. Emergency department protocols;

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Exhibit A-1 Item D

- 2.4.2.2. Safely prescribing drugs for acute and chronic pain;
- 2.4.2.3. Making referrals to specialized care and treatment; and
- 2.4.2.4. Law enforcement and first responders to increase their self-efficacy to:
 - 2.4.2.4.1. Respond effectively;
 - 2.4.2.4.2. Cope with stress/compassion fatigue;
 - 2.4.2.4.3. Keeping themselves safe in the field; and
 - 2.4.2.4.4. Learning more about local resources such as naloxone distribution, substance use disorder (SUD) treatment providers and any other related programs.
- 2.4.3. Provides evidence-based practices to reduce drug-related harm to individuals which includes, but is not limited to:
 - 2.4.3.1. Infectious disease screening; and
 - 2.4.3.2. Substance use screening; and
 - 2.4.3.3. Goal setting around safe supplies, safe use and safe disposal.
- 2.4.4. Materials shall address other topics regarding safe opiate prescribing for acute pain which includes, but is not limited to:
 - 2.4.4.1. Tapering and opioid withdrawal management to support substance use reduction and abstinence;
 - 2.4.4.2. Education on use of buprenorphine and naloxone;
 - 2.4.4.3. Education on new protocols;
 - 2.4.4.4. Academic detailing on linkages to care;
- 2.5. The Contractor shall offer up to thirty-five (35) one (1)-hour CEU-approved trainings at community and healthcare agencies.
- 2.6. The Contractor shall provide education and technical assistance (TA) at a variety of care settings through academic detailing which is a 1-on-1 outreach education technique that uses a train-the-trainer model to support clinicians in providing evidence-based care to their patients.
- 2.7. The Contractor shall develop a minimum of four (4) resources for academic detailing tailored to various practice settings including, but not limited to:
 - 2.7.1. Substance use screening and location of care resources.
 - 2.7.2. Safe opioid prescribing, tapering, and disposal guidelines.
 - 2.7.3. Strategies to engage clients who use drugs in reducing drug related harms, including the prevention of infectious diseases related to drug use.



Exhibit A-1 Item D

- 2.7.4. Effective support for clients starting or on MAT.
- 2.8. The Contractor shall perform resource development and pilot testing suitability of resources for a variety of audiences to assess the trainings in order to determine how to adapt resources to fit the practice location needs.
- 2.9. The Contractor shall test and revise academic detailing protocol with ten (10) initial participants in a variety of practice settings.
- 2.10. The Contractor shall ensure each county of the State is included when scheduling academic detailing practice visits.
- 2.11. The Contractor shall ensure NHCHI's practice transformation network of almost one thousand (1,000) NH primary care, specialty, and behavioral health care providers serves as a resource for scheduling providers for academic detailing and follow up TA.
- 2.12. The Contractor shall ensure academic detailing sessions present a summary of key best practices to reduce drug related harm and provide additional resources for each set of best practices.
- 2.13. The Contractor shall ensure specific evidence-based practices are promoted in academic detailing including, but not limited to:
- 2.13.1. Routinely screening for substance use with Screening, Brief Intervention, and Referral to Treatment (SBIRT) guidelines recommended by the Substance Abuse and Mental Health Services Administration (SAMHSA) and National Institute on Drug Abuse.
 - 2.13.2. Safe opioid prescribing, tapering, and disposal guidelines recommendations from the Centers for Disease Control and Prevention.
 - 2.13.3. Engaging clients who use drugs to reduce drug related harms including, but not limited to:
 - 2.13.3.1. Safer supplies.
 - 2.13.3.2. Safer use, including the prevention of infectious diseases.
 - 2.13.3.3. Safe disposal.
 - 2.13.3.4. Good Samaritan laws.
 - 2.13.3.5. Naloxone.
 - 2.13.4. Providing compassionate care to clients receiving MAT for opioid use disorders including methadone, buprenorphine, and naltrexone products as recommended by SAMHSA and the Addiction Technology Transfer Center Network.
- 2.14. The Contractor shall ensure program planning and resource development is consistent with the National Resource Center for Academic Detailing



Exhibit A-1 Item D

- (NaRCAD) guidance on resource development and conduct of academic detailing.
- 2.15. The Contractor shall provide trainings specific to first responders including, but not limited to:
- 2.15.1. Compassionate response to people who use drugs.
 - 2.15.2. Self-care.
 - 2.15.3. Community-based substance use resources
- 2.16. The Contractor shall engage at least one hundred and fifty (150) individuals in at least fifty (50) practice settings who assist individuals who use drugs, across the State, with a focus on service providers who engage with a higher proportion of people with SUD including, but not limited to:
- 2.16.1. Community health centers.
 - 2.16.2. Recovery community organizations.
 - 2.16.3. Safe Station programs.
- 2.17. The Contractor shall develop and provide evaluations of academic detailing sessions to participants including, but not limited to:
- 2.17.1. Site feedback and evaluation including pre- and post-session evaluations.
 - 2.17.2. Follow-up and TA needs assessment.
 - 2.17.3. Post-TA follow-up assessment and evaluation.
- 2.18. The Contractor shall offer TA to academic training participants to support practice changes that reduce harm including, but not limited to:
- 2.18.1. Harm reduction trainings in community based settings including, but not limited to:
 - 2.18.1.1. "Harm Reduction Hows and Whys."
 - 2.18.1.2. "Engaging People Who Use Drugs in Harm Reduction Goal Setting."
 - 2.18.1.3. "Addressing Compassion Fatigue with Harm Reduction for Providers and Clients."
 - 2.18.2. Resource provision and coordination which may include, but is not limited to:
 - 2.18.2.1. Integrating SBIRT screening.
 - 2.18.2.2. Resources and training for MAT prescribing.
 - 2.18.2.3. Direction to levels of care, for example American Society of Additional Medicine Levels of Care.

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Exhibit A-1 Item D

- 2.18.2.4. MAT and Emergency Department Protocols that have been implemented at other practice settings.
- 2.19. The Contractor shall assess TA needs of providers first at academic detailing sessions and then through post-academic detailing evaluations with a one (1) month follow up assessment.
- 2.20. The Contractor shall address TA requests for additional resources and information within one (1) week of the request.
- 2.21. The Contractor shall send academic detailing and TA evaluations to participants via email with up to two (2) reminders to ensure program evaluations.
- 2.22. The Contractor shall make follow up phone calls to participants if the response rates to the evaluations in Subsection 2.22 fall below eighty percent (80%).
- 2.23. The Contractor shall provide biweekly case conferencing sessions with up to ten (10) participants to share harm reduction practice implementation with participants.
- 2.24. The Contractor shall facilitate biweekly harm reduction education and technical assistance project team meetings whose review shall include, but not be limited to:
- 2.24.1. The statewide coverage of trainings.
 - 2.24.2. Technical aspects of the project including, but not limited to:
 - 2.24.2.1. Provider engagement.
 - 2.24.2.2. Academic detailing.
 - 2.24.2.3. Technical assistance.
 - 2.24.2.4. Evaluation.
 - 2.24.3. Engagement of providers.
 - 2.24.4. Modifications to outreach and engagement that are necessary to ensure the planned number of participants are participating.
- 2.25. The Contractor shall ensure the harm reduction education and technical assistance project team engages, selects, and convenes an advisory group including State experts on:
- 2.25.1. Opioid use disorder,
 - 2.25.2. Harm reduction, and
 - 2.25.3. Practice change.
- 2.26. The Contractor shall provide process evaluation to measure the progress of the project on State goals and objectives, as well as to collect program data including, but not limited to:



Exhibit A-1 Item D

- 2.26.1. The numbers, types, and locations of sites and participants enrolled.
- 2.26.2. Session attendance.
- 2.26.3. Follow-up TA requests and sessions.
- 2.27. The Contractor shall provide outcomes evaluation to measure short, intermediate, and longer-term effects of the program, measuring changes in participant knowledge and attitude through surveys conducted pre-, post-, and within 1-month of the trainings.
- 2.28. The Contractor shall meet with the Department on a monthly basis to assess joint progress toward objectives and activities. Topics may include, but are not limited to:
 - 2.28.1. Meeting agendas and minutes.
 - 2.28.2. Written reports.
 - 2.28.3. Meeting and call schedules.
 - 2.28.4. Activities.
 - 2.28.5. Budgets.
 - 2.28.6. Performance measures.
- 3. Reporting
 - 3.1. The Contractor shall submit monthly reports to the Department which include, but are not limited to:
 - 3.1.1. Programmatic progress;
 - 3.1.2. Timelines met; and
 - 3.1.3. Goals met.
 - 3.2. The Contractor shall submit quarterly reports on their Performance Measures.
 - 3.3. The Contractor shall submit a final report regarding contract activities completed within forty-five (45) days of the end of the contract.
- 4. Staffing
 - 4.1. The Contractor shall retain at least three (3) academic detailers who will each participate in a two (2)-day training, including mock academic detailing sessions.
 - 4.2. The Contractor shall employ:
 - 4.2.1. A Project Director.
 - 4.2.2. An IHPP Project Coordinator and Evaluator.
 - 4.2.3. An IHPP Evaluation Expert.
 - 4.2.4. An IHPP Project Support person.

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Exhibit A-1 Item D

4.2.5. An IHPP Provider Engagement Expert.

4.3. The academic detailers will be hired, trained, and supervised by the Project Director.

5. Deliverables

5.1. The Contractor shall engage at least one hundred and fifty (150) individuals in at least fifty (50) practice settings who assist individuals who use drugs, across the State.

5.2. The Contractor shall offer up to thirty-five (35) one (1)-hour CEU-approved trainings at community and healthcare agencies.

5.3. The Contractor shall conduct an initial meeting with the Department to discuss their work plan, performance measures, and report formats within ten (10) business days of the contract effective date.

5.4. The Contractor shall provide biweekly case conferencing sessions with up to ten (10) participants to share harm reduction practice implementation.

5.5. The Contractor shall address TA requests for additional resources and information within one (1) week of the request.

5.6. The Contractor shall facilitate bi-weekly harm reduction education and technical assistance team meetings.

5.7. The Contractor shall meet with the Department on a monthly basis to assess joint progress toward objectives and activities.

6. Performance Measures

6.1. The Contractor shall ensure eighty percent (80%) of the trainings result in follow up TA, specific to the use of harm reduction strategies.

6.2. The Contractor shall ensure eighty percent (80%) of TA sessions result in evaluation results that reflect an intended change in practice to integrate harm reduction strategies into client services.

6.3. The Contractor shall ensure eighty percent (80%) of TA participants set SMART (specific, measurable, achievable, relevant, time-bound) goals.

Harm Reduction Training For Community Organizations
Exhibit A-1, Item F-1

University of New Hampshire Harm Reduction Training for Community Organizations Exhibit A-1, Item F-1			
Budget Items	SFY 2019 Budget (January - June 30, 2019)	SFY 2020 Budget (July 1, 2019 - August 31, 2019)	Total
1. Salaries & Wages	\$ 27,481	\$ 14,534	\$ 42,015
2. Employee Fringe Benefits	\$ 8,112	\$ 4,290	\$ 12,402
3. Consultants	\$ 23,500		\$ 23,500
4. Educational Supplies	\$ 4,000		\$ 4,000
5. Travel	\$ 6,000		\$ 6,000
6. Staff Education and Training	\$ 1,000		\$ 1,000
7. Other			\$ -
(Academic Detailer Stipends)	\$ 15,000		\$ 15,000
(CEU Approval)	\$ 2,500		\$ 2,500
Subtotal Direct Costs	\$ 87,593	\$ 18,824	\$ 106,417
Indirect costs 35.2% MTDC	\$ 30,833	\$ 6,625	\$ 37,458
Totals	\$ 118,426	\$ 25,449	\$ 143,875.00
	144,769	28,954	143,875.00



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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DHHS Information Security Requirements



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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DHHS Information Security Requirements



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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DHHS Information Security Requirements



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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DHHS Information Security Requirements



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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DHHS Information Security Requirements



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/doiit/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

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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

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STANDARD EXHIBIT I

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: Harm Reduction Training for Community Organizations

Project Period: Date of Governor and Council approval through 8/31/19

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 M. Morris

Authorized Representative

Director

Title of Authorized Representative

2/13/19

Date

University of New Hampshire



Signature of Authorized Representative

Karen M. Jensen

Manager, Sponsored Programs
Administration

1/11/19

Date