



Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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May 25, 2023

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 for Behavioral Health, to enter into a cooperative project agreement with the University of New Hampshire (VC# 177867-B346), Durham, New Hampshire, in the amount of \$200,000 for designing and implementing a series of Extension for Community Healthcare Outcomes (ECHO) training sessions for the peer support workforces across New Hampshire providing services to people experiencing substance use disorders (SUD) and mental health conditions, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-19810000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, SABG ADDITIONAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	074-500589	Grants For Pub Asst And Rel	92059502	\$50,271
2024	074-500589	Grants For Pub Asst And Rel	92059502	\$127,780
2025	074-500589	Grants For Pub Asst And Rel	92059502	\$21,949
			Total	\$200,000

EXPLANATION

The purpose of this request is to address the workforce needs of peer support workers by increasing training and support, integrating and infusing of peer supports across substance use and mental health systems of care, and fostering collaborations and information sharing for resources, knowledge, and skills.

This initiative aligns with the Governor's Commission on Alcohol and Other Drugs Action Plan (Governor's Plan) published in July 2022 and the State of New Hampshire's 10-Year Mental Health Plan published in January 2019. ECHO addresses two goals of the 10-year plan, published in January 2019, which makes recommendations directly for the integration of peers and natural supports and workforce coordination.

Sessions are to be made available to individuals who work or volunteer providing mental health or SUD recovery peer support services in New Hampshire in order to aid in the integration of peers and natural supports into the workforce and develop a statewide, comprehensive and integrated approach to growing the workforce of those serving individuals with substance use disorder and mental illness. The University of New Hampshire will plan, organize, and facilitate ECHO trainings for the peer workforce to address quality training development utilizing Department approved training standards.

The Department will monitor services by instituting pre- and post-session surveys which will track increases in knowledge, competency and improved practices for those who treat those with substance use disorder and other mental health conditions.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from October 28, 2022 through December 21, 2022. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This was not a low cost award. As shown in the attached Scoring Sheet, the selected Contractor received a higher score on all technical and cost criteria.

As referenced in Exhibit A, Section B, Project Period of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

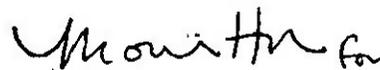
Should the Governor and Council not authorize this request, there will continue to be insufficient peer support workforce who are adequately trained to meet the complex needs of the people whom they serve. This will result in people with SUD and mental health disorders receiving inadequate and fragmented care.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.959, FAIN #TI083955

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFP-2023-DBH-07-ECHOP

Project Title ECHO Peer Workforce Cross Training

	Maximum Points Available	Mary Hitchcock Memorial Hospital	University of New Hampshire
<u>Technical</u>			
Q1 – Experience	50	45	49
Q2 – Recruitment Strategy for SMEs	20	10	18
Q3 – Implementation Plan	45	37	38
Q4 – Recruitment Strategy for Covered Population	25	17	24
Q5 – Confidentiality	15	14	15
Q6 – Capacity	35	28	33
Q7 – Impact Evaluation	10	5	9
Subtotal - Technical	200	156	186
<u>Cost</u>			
Budget Sheet (Appendix F)	40	16	35
Program Staff List (Appendix G)	10	4	8
Subtotal - Cost	50	20	43
TOTAL POINTS	250	176	229
TOTAL PROPOSED VENDOR COST		\$85,918	\$50,271

	Reviewer Name
1	Sara Powell
2	Kyra Leonard
3	Lindy Keller
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	Title
	Program Specialist IV
	Finance Director
	Administrator

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 **09/30/24**. 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: ECHO Peer Workforce Cross Training

- 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: Katja Fox
 Address: Dept. of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Phone: (603) 271-9406

Campus Project Administrator

Name: Karen Jensen
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: 603-862-2172

- 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: Sara Powell
 Address: Dept. of Health and Human Services
105 Pleasant Street
Concord, NH 03301

Phone: (603) 271-5889

Campus Project Director

Name: Marcy Doyle
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH

Phone: 603-513-5288

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F. Total State funds in the amount of \$200,000 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. from **Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, American Rescue Plan Act** under CFDA# **93.959**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

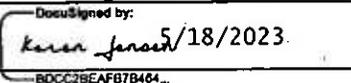
H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's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

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

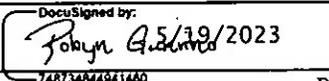
IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Health and Human Services** have executed this Project Agreement.

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

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration

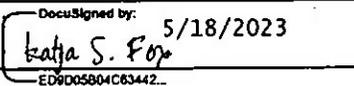
Signature and Date:  5/18/2023
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**By An Authorized Official of: the New
Hampshire Office of the Attorney General**
Name: Robyn Guarino

Title: Attorney
Signature and Date:  5/19/2023
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**By An Authorized Official of:
Department of Health and Human
Services**

Name: Katja Fox
Title: Director, Division for Behavioral Health

Signature and Date:  5/18/2023
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**By An Authorized Official of: the New
Hampshire Governor & Executive Council**
Name:

Title:
Signature and Date:

Campus Authorized Official 
Date 5/18/2023

EXHIBIT A

A. Project Title: ECHO Peer Workforce Cross Training, RFP-2023-DBH-07-ECHOP-01.

B. Project Period: Upon Governor and Executive Council approval through September 30, 2024.

The State reserves the right, at its sole discretion, to renew for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

C. Objectives: See Exhibit A-1.

D. Scope of Work: See Exhibit A-1, Scope of Services; Exhibit A-2, Business Associate Agreement; and Exhibit A-3, DHHS Information Security Requirements.

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

F. Budget and Invoicing Instructions: See Exhibit A, Item F-1, Budget Table, Exhibit A Item F-2, Payment Terms.

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

New Hampshire Department of Health and Human Services
ECHO Peer Workforce Cross Training
EXHIBIT A-1



Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide services in this Agreement to design and implement a series of Extension for Community Healthcare Outcomes (ECHO) training sessions for the peer support workforces and stakeholders from all practice settings across New Hampshire, working with communities experiencing Substance Use Disorders (SUD), mental health (MH) conditions and concerns, and co-occurring disorders.
- 1.2. The Contractor must ensure services are available to individuals who work or volunteer providing MH or SUD recovery peer support services in New Hampshire (hereinafter referred to as "peer workforce") in the fields of mental health and substance use concerns from all practice settings including, but not limited to Recovery Community Organizations (RCOs), Recovery Centers, Mental Health Peer Support Agencies (PSAs) and Community Mental Health Centers (CMHCs).
- 1.3. For the purposes of this Agreement, all references to days mean calendar days, unless otherwise noted.
- 1.4. **ECHO Curriculum Planning**
 - 1.4.1. The Contractor must, plan, organize, and facilitate ECHO trainings for the peer workforce to address quality training development utilizing Department approved training standards utilizing the Contractor's ECHO Hub Staff.
 - 1.4.2. The Contractor must ensure the sessions administered use the Echo Model™ and must ensure the sessions:
 - 1.4.2.1. Are designed with the ability to cross train SUD and MH peer workers;
 - 1.4.2.2. Include sessions for both the SUD and MH peer workforce to gain knowledge on co-occurring disorders;
 - 1.4.2.3. Are centered on practical application of skills and system overview;
 - 1.4.2.4. Provide specialized knowledge and skills from each of the peer support systems; and
 - 1.4.2.5. Foster information and resource sharing among the peer workforce.
 - 1.4.3. The Contractor must conduct a literature and information review on current knowledge of:
 - 1.4.3.1. Co-occurring disorders;

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ECHO Peer Workforce Cross Training
EXHIBIT A-1**



- 1.4.3.2. Peer support systems;
- 1.4.3.3. SUD;
- 1.4.3.4. MH;
- 1.4.3.5. Peer Workforce;
- 1.4.3.6. Governor's Commission Action Plan (Governor's Plan); and
- 1.4.3.7. State of New Hampshire's 10-Year Mental Health Plan.
- 1.4.4. The Contractor must establish a Planning Committee that assists with curriculum plan development.
- 1.4.5. The Contractor must ensure the Planning Committee has members represented including those from but not limited to:
 - 1.4.5.1. DHHS Representative(s) from the Division for Behavioral Health.
 - 1.4.5.2. Contractor's ECHO Hub Staff.
 - 1.4.5.3. Peer Workforce Subject Matter Experts (SMEs) on the following subjects including, but not limited to:
 - 1.4.5.3.1. MH.
 - 1.4.5.3.2. SUD.
 - 1.4.5.3.3. Suicide Prevention.
 - 1.4.5.3.4. Harm Reduction.
 - 1.4.5.3.5. Co-occurring Disorders.
 - 1.4.5.3.6. Trauma Informed Care.
- 1.4.6. The Contractor must develop a biweekly meeting schedule for the Planning Committee to review and establish curriculum and objectives pre-ECHO launch.
- 1.4.7. The Contractor must survey the Planning Committee and any relevant stakeholders, including agencies and individuals to gather input and select ECHO session dates and times for all skill levels.
- 1.4.8. The Contractor must ensure the length of each ECHO session is at least 90 minutes long.
- 1.4.9. The Contractor must ensure there are least two series of ECHO trainings for peer workforce, with each series having a cohort of peer workforce participants of no more than 80 people.
- 1.4.10. The Contractor must hold at least six (6) but no more than eight (8) sessions per curriculum.
- 1.4.11. The Contractor must draft topics for each ECHO series based on the

**New Hampshire Department of Health and Human Services
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review described in 1.4.3., input from the Planning Committee and evidence-based research.

1.5. Staffing

- 1.5.1. The Contractor must identify staff and facilitator(s) who are trained in the ECHO model. The facilitator(s) must either be a member of the Contractor's ECHO Hub or a SME on an appropriate topic.
- 1.5.2. The Contractor must identify a Program Coordinator to communicate session logistics and serve as a point of contact between staff, participants and SMEs.
- 1.5.3. The Contractor must identify an IT liaison to coordinate session technology, including recording the didactic presentations.
- 1.5.4. The Contractor must identify a note taker to collect recommendations during each session.
- 1.5.5. The Contractor must identify staff and SME to review recommendations for accuracy and confidentiality after each session. The Contractor must:
 - 1.5.5.1. Train staff and selected SME note taker on:
 - 1.5.5.1.1. Project ECHO Model best practices;
 - 1.5.5.1.2. De-identification of case information to ensure all personal health information (PHI) is removed.
- 1.5.6. The Contractor must identify and train a medical librarian to identify, collate and distribute best practice and evidence-based literature curated during the didactic and case-based Project ECHO Model sessions.

1.6. SME Recruitment

- 1.6.1. The Contractor must identify at least seven (7), but no more than ten (10) SMEs to participate in at least one cohort series. The potential SMEs must include, but are not limited to:
 - 1.6.1.1. Peer Support Workforce Experts.
 - 1.6.1.2. SUD.
 - 1.6.1.3. MH.
 - 1.6.1.4. Suicide Prevention.
 - 1.6.1.5. Harm Reduction.
 - 1.6.1.6. Co-Occurring disorders.
 - 1.6.1.7. Peer Workforce Challenges.

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- 1.6.1.8. Trauma Informed Work.
- 1.6.2. The Contractor must work with the Planning Committee to recruit and interview potential SMEs to serve on interdisciplinary expert panels, and/or give didactic presentations during sessions.
- 1.6.3. The Contractor must onboard SMEs and facilitate mock ECHO session(s) prior to each series launch.
- 1.6.4. The Contractor must organize meetings for all hired SMEs to review ECHO model and SME responsibilities.
- 1.7. Participant Recruitment**
 - 1.7.1. The Contractor must recruit up to 80 participants per cohort series. Participants must be recruited from the NH Peer Workforce community including, but not limited to:
 - 1.7.1.1. Recovery Community Organizations (RCOs).
 - 1.7.1.2. Peer Support Agencies (PSAs).
 - 1.7.1.3. SUD Treatment Service Centers.
 - 1.7.1.4. Community Mental Health Centers (CMHCs).
 - 1.7.1.5. Transitional Living Programs.
 - 1.7.1.6. Counseling Services.
 - 1.7.1.7. Healthcare Centers.
 - 1.7.1.8. NH Drug Courts.
 - 1.7.2. The Contractor must create advertisements/promotional materials to be sent to contacts, partners and professional organizations.
 - 1.7.3. The Contractor must create social media posts in order to advertise and promote the ECHO series.
- 1.8. Onboarding Stage**
 - 1.8.1. The Contractor must onboard up to 80 participants per cohort series in order to introduce the ECHO model, curriculum and expectations.
 - 1.8.2. The Contractor may facilitate small group onboarding sessions for all participants.
 - 1.8.3. The Contractor may follow-up with video recordings of ECHO model background and ECHO resources.
 - 1.8.4. The Contractor shall initiate an early recruitment of potential de-identified participant case presentations before or during the onboarding process.

1.9. ECHO Stage Preparation and Launch

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University of New Hampshire

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Contractor Initials

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Date 5/18/2023

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ECHO Peer Workforce Cross Training
EXHIBIT A-1**



- 1.9.1. The Contractor must collaborate with SMEs on didactic presentation assignments according to expertise, background, and interest.
- 1.9.2. The Contractor must refine the ECHO Curriculum with each SME didactic presenter by developing a final curriculum and determining corresponding objectives.
- 1.9.3. The Contractor must regularly update the UNH ECHO Hub website to accommodate asynchronous learning from the curation of Peer Workforce Cross Training ECHOs and curated materials from any other sources.
- 1.9.4. The Contractor must utilize case-based learning to encourage discussion and information sharing amongst SMEs and participants for each ECHO session.
- 1.9.5. The Contractor must ensure all participant case presentations either in writing or during the session are de-identified and free of PHI, person-centered language that allows for identification, or any other potentially identifying information.
- 1.9.6. The Contractor must have the Program Coordinator disseminate finalized, de-identified recommendations to participants and SMEs after each session either in print or via e-mail.
- 1.9.7. The Contractor must disseminate learning materials each session, such as didactic slides, de-identified case presentation, case recommendations and additional academic or community resources.

1.10. Data Evaluation

- 1.10.1. The Contractor must develop pre- and post-ECHO series surveys to evaluate participant and SME satisfaction, knowledge, and confidence in collaboration with The Department.
- 1.10.2. The Contractor must develop and propose outcomes and measures for approval by the Department.
- 1.10.3. The Contractor must present finalized surveys to the Department for approval.
- 1.10.4. The Contractor must submit the pre- and post- assessment surveys for the University of New Hampshire's Institutional Review Board (IRB) approval.
- 1.10.5. The Contractor must disseminate pre- and post-surveys to participants using Qualtrics and e-mail when appropriate.
- 1.10.6. The Contractor must develop survey assessment tools to track completion and session attendance in order to review with the Department including, but not limited to:

**New Hampshire Department of Health and Human Services
ECHO Peer Workforce Cross Training
EXHIBIT A-1**



- 1.10.6.1. Participant attendance.
- 1.10.6.2. SME attendance.
- 1.10.6.3. Survey response metrics.
- 1.10.7. The Contractor, upon approval from Governor and Executive Council, must provide a detailed timeline to provide the Department and project stakeholders. The Contractor must:
 - 1.10.7.1. Launch ECHO sessions within six (6) months of the effective date.

2. Reporting Requirements

- 2.1. The Contractor must submit quarterly reports to ensure participants and SME are gaining knowledge, confidence and satisfaction with the ECHO Sessions which include, but are not limited to:
 - 2.1.1. Information outlined in paragraph 1.10.6.
 - 2.1.2. Organizations of attendees.
 - 2.1.3. Roles of attendees.
 - 2.1.4. Session materials.
 - 2.1.5. Feedback on pre- and post- impact questions disseminated to participants.
 - 2.1.6. Attendance numbers for each ECHO Session.
 - 2.1.7. Number of participants becoming part of a virtual learning network.
- 2.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 2.3. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.

New Hampshire Department of Health and Human Services
ECHO Peer Workforce Cross Training
EXHIBIT A-1



3. Performance Measures

3.1. The Contractor's performance will be measured based on:

3.1.1. Feedback on pre-and post-impact questions disseminated to participants and self-reported answers outside of pre and post impact questions showing improvement among at least 80% of participants surveyed in regards to:

3.1.1.1. Increased knowledge in co-occurring disorders for peer recovery support;

3.1.1.2. Increased knowledge in co-occurring disorders for mental health peer support; and at least 60% of participants surveyed in regards to:

3.1.1.2.1. Improved practices of services for individuals with co-occurring disorders.

3.1.2. Completion of at least one full training series.

3.1.3. Responsiveness to Department requests and concerns.

3.1.4. Participants becoming part of a virtual learning network.

**New Hampshire Department of Health and Human
Services Exhibit A-2**



Exhibit A-2, Business Associate Agreement, is not applicable to this Agreement.
Remainder of page intentionally left blank.

**New Hampshire Department of Health and Human
Services Exhibit A-3
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

**New Hampshire Department of Health and Human
Services Exhibit A-3
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

**New Hampshire Department of Health and Human
Services Exhibit A-3
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 data 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 shall 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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**New Hampshire Department of Health and Human
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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.
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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**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



- 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 NH DHHS Information Security via the email address provided in this Exhibit, of any Security Incidents and Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

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

**University of New Hampshire
ECHO Peer Workforce Cross Training
Exhibit A, Item F-1**

Budget Items	SFY 2023 Budget	SFY 2024 Budget	SFY 2025 Budget	Total
1. Salaries & Wages	\$ 19,542	\$ 46,901	\$ 11,725	\$ 78,168
2. Employee Fringe Benefits	\$ 6,977	\$ 16,744	\$ 4,186	\$ 27,907
3. Travel	\$ 375	\$ 825	\$ 110	\$ 1,310
4. Supplies and Services	\$ 200	\$ 200	\$ -	\$ 400
5. Equipment	\$ -	\$ -	\$ -	\$ -
6. Education and Training	\$ -	\$ 3,000	\$ -	\$ 3,000
7. Consultant Costs	\$ 9,600	\$ 25,600	\$ -	\$ 35,200
8. Indirect Costs	\$ 13,577	\$ 34,510	\$ 5,928	\$ 54,015
Totals	\$ 50,271	\$ 127,780	\$ 21,949	\$ 200,000.00

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University of New Hampshire

Exhibit A, Item F-1
Page 1 of 1

Campus Authorized Official 
Date 9/18/2023

**New Hampshire Department of Health and Human Services
ECHO Peer Workforce Cross Training
Exhibit A Item F-2**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, American Rescue Plan ACT, as awarded on May 17, 2021, by the Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, American Rescue Plan Act, CFDA 93.959, FAIN TI083955.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit A, Item F-1.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date.
7. The Contractor must provide the services in Exhibit A-1, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A-1, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been

**New Hampshire Department of Health and Human Services
ECHO Peer Workforce Cross Training
Exhibit A Item F-2**

- satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
 11. Audits
 - 11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 11.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 11.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
 12. Funding: Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be amended accordingly.