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

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
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August 18, 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 **Retroactive, Sole Source** cooperative project agreement with University of New Hampshire (VC#315187-B083), Durham, NH, in the amount of \$100,000 to support the Department's objectives related to its Substance Abuse and Mental Health Services Administration (SAMHSA) State Planning Grant for the development of a Certified Community Behavioral Health Clinics (CCBHC) model in New Hampshire, with the option to renew for up to one (1) additional year, effective retroactive to July 1, 2023, upon Governor and Council approval through March 31, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-092-922010-19090000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	92201915	\$100,000
			Total	\$100,000

EXPLANATION

This request is **Retroactive** because the Department received notification of award for a one (1) year grant to fund planning activities related to the implementation of a Certified Community Behavioral Health Clinics (CCBHC) model by the Substance Abuse and Mental Health Services Administration (SAMHSA) on March 15, 2023. These funds were subsequently accepted by Governor and Executive Council on May 3, 2023, item #8. Due to the limited funding timeframe, the Department determined it was necessary for the Contractor to begin as soon as possible to provide sufficient time to complete the required work and is therefore requesting retroactive approval.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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This request is **Sole Source** because the Contractor was identified by the Department as the Technical Assistance provider in the SAMHSA State Planning Grant - CCBHC awarded on March 15, 2023. The Contractor's experience and current contract with the Medicaid Program in analyzing Medicaid data, combined with their knowledge of the Department's behavioral health care programs, the NH provider landscape including the various electronic health records used, and their national data collection research contacts makes this Contractor uniquely qualified to provide technical assistance to the Department on the data reporting aspects of the CCBHC program, as well as assist the Department with meeting the tight timelines of the grant funding.

The CCBHC is a Centers for Medicare and Medicaid Services (CMS)-defined model of providing comprehensive and coordinated behavioral health care. CCBHC's report on quality metrics to enable ongoing high quality services. The purpose of this request is for the Contractor to support the Department's SAMHSA grant requirements related to data collection and quality oversight. The Contractor will design and plan a data collection model necessary for the successful oversight of the CCBHC model. The Contractor will also conduct research and provide technical assistance regarding the Department's relevant reporting and analytic strategy and systems as well as assist the Department with developing reporting and dashboard templates and guidance.

The Department will monitor services by reviewing monthly reports provided by the Contractor.

As referenced in Exhibit A, Paragraph B, of the attached agreement, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

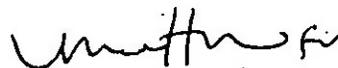
Should the Governor and Council not authorize this request, the Department will not benefit from receiving the technical assistance and support needed to adequately plan for the potential implementation of the CCBHC model, resulting in the Department not having the assistance needed for the state to increase the quality of integrated community-based mental health and substance use services through the CCBHC model.

Area served: Statewide

Source of Federal Funds: SAMHSA Assistance Listing Number #93.829, FAIN #H79SM087622

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

Respectfully submitted,



Lori A. Weaver
Commissioner

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 3/31/24. 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: Technical Assistance for Certified Community Behavioral Health Clinics

- 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: Kerri Swenson
 Address: DHHS/DBH
129 Pleasant Street
Concord, NH 03301
 Phone: 603-271-5146

Campus Project Administrator

Name: Susan Sosa
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd.
Durham, NH 03824
 Phone: 603-397-9094

- 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: Katja Fox
 Address: DHHS/DBH
129 Pleasant Street
Concord, NH 03301
 Phone: 603-271-9406

Campus Project Director

Name: Amy Costello
 Address: University of New Hampshire
51 College Rd.
Durham, NH 03824
 Phone: 603-862-1241

F. Total State funds in the amount of \$100,000 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. SS-2024-DBH-24-TECHN-01 from Substance Abuse and Mental Health Services Administration under CFDA# 93.829. 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: Karen Jensen 8/30/2023
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By An Authorized Official of:
Department of Health and Human Services
Name: Katja S. Fox
Title: Director
Signature and Date: Katja S. Fox 8/30/2023
ED9D05804C83442...

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Robyn Guarino
Title: Attorney
Signature and Date: Robyn Guarino 8/30/2023
748734844841400...

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

Campus Authorized Official KJ
Date 8/30/2023

EXHIBIT A

- A. **Project Title:** Technical Assistance for Certified Community Behavioral Health Clinics (SS-2024-DBH-24-TECHN-01).
- B. **Project Period:** Effective retroactive to July 1, 2023, upon Governor and Executive Council approval through March, 31, 2024. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- C. **Objectives:** See Exhibit A-1, Scope of Services.
- D. **Scope of Work:** See Exhibit A-1, Scope of Services; Exhibit A-2, Business Associate Agreement.
- E. **Deliverables Schedule:** See Exhibit A-1 Scope of Services.
- F. **Budget and Invoicing Instructions:** See Exhibit A, Item F-1 and Exhibit A, Item F-2.

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
Technical Assistance for Certified Community Behavioral Health Clinics
EXHIBIT A-1



Scope of Services

1. Statement of Work

- 1.1. For the purposes of this agreement, all references to days means business days.
- 1.2. For the purposes of this agreement, all references to business hours means Monday through Friday from 9:00 AM to 5:00 PM, excluding state and federal holidays.
- 1.3. The Contractor must support the Department's objectives related to its Substance Abuse and Mental Health Services Administration (SAMHSA) State Planning Grant for the development of a Certified Community Behavioral Health Clinics (CCBHC) model in New Hampshire, which is designed to ensure access to coordinated comprehensive behavioral health care including:
 - 1.3.1. Crisis Services;
 - 1.3.2. Treatment Planning;
 - 1.3.3. Screening, Assessment, Diagnosis & Risk Assessment;
 - 1.3.4. Outpatient Mental Health & Substance Use Services;
 - 1.3.5. Targeted Case Management;
 - 1.3.6. Outpatient Primary Care Screening and Monitoring;
 - 1.3.7. Community-Based Mental Health Care for Veterans;
 - 1.3.8. Peer, Family Support & Counselor Services; and
 - 1.3.9. Psychiatric Rehabilitation Services.
- 1.4. The Contractor must design and plan a data collection model necessary for the successful implementation of the CCBHC model. The Contractor must:
 - 1.4.1. Provide research and technical assistance regarding the design, planning and implementation of the Department's data collection, reporting and analytic strategy and systems.
 - 1.4.2. Ensure the personnel provided includes:
 - 1.4.2.1. One (1) Data System Project Manager; and
 - 1.4.2.2. One (1) Data Scientist.
- 1.5. The Contractor must ensure the technical assistance regarding the data collection model includes, but is not limited to:
 - 1.5.1. CCBHC Provider electronic record systems and clinical workflow
 - 1.5.2. CCBHC Provider billing
 - 1.5.3. Department data collection.

**New Hampshire Department of Health and Human Services
Technical Assistance for Certified Community Behavioral Health Clinics
EXHIBIT A-1**



- 1.5.4. Department and CCBHC Provider reporting.
- 1.5.5. Department analytics.
- 1.6. The Contractor must explore the best method to collect process, clinical and performance data, required by SAMHSA, from CCBHCs with consideration to:
 - 1.6.1. Existing data collection systems;
 - 1.6.2. CCBHC provider and state system capacity; and
 - 1.6.3. CCBHC provider and state system need.
- 1.7. The Contractor must assist the Department with developing meta data documentation and guidance, reporting and dashboard templates, and query design for CCBHC and statewide reporting and oversight. The Contractor must ensure the personnel provided includes:
 - 1.7.1. One (1) Research Analyst.
- 1.8. The Contractor must develop a separate module for CCBHC reporting, distinct from Medicaid Managed Care reporting, if the Department determines the Medicaid Quality Information System, currently hosted by the Contractor, will be used to collect aggregate data from CCBHCs.
- 1.9. Reporting
 - 1.9.1. The Contractor must submit monthly reports to ensure the data collection model, data integrity and reporting process meets the SAMHSA State Planning Grant needs for use in applying for the CCBHC State Demonstration Grant, which include, but are not limited to:
 - 1.9.1.1. CCBHC level performance metrics.
 - 1.9.1.2. CCBHC related data elements.
 - 1.9.2. The Contractor may be required to provide key data and metrics to the Department in a format specified by the Department.

**New Hampshire Department of Health and Human Services
Technical Assistance for Certified Community Behavioral Health Clinics
Exhibit A Item F-2**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, New Hampshire Certified Community Behavioral Health Clinic Planning Year, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Assistance Listing Number 93.829, FAIN H79SM087622.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, 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 items, as specified in Exhibit A, Item F-1 Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@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.

**New Hampshire Department of Health and Human Services
Technical Assistance for Certified Community Behavioral Health Clinics
Exhibit A Item F-2**

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 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. 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.

	budget
1. Salaries & Wages	\$ 54,733
2. Employee Fringe Benefits	\$ 18,171
3. Travel	
4. Supplies and Services	
5. Equipment	
6. Facilities & Admin Costs	\$ 27,096
Totals	\$ 100,000

24-TECHN-01
New Hampshire
Health Policy and Practice

Exhibit A, Item F-1
Page 1 of 1

Campus Authorized Official

DS
KJ

Date 8/30/2023

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



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: Technical Assistance for Certified Community Behavioral Health Clinics

Project Period: 7/1/2023 – 3/31/2024

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).

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



- 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

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



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

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KJ

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



- 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

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



- 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)(I), and the defense



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

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

DocuSigned by: Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Authorized Representative

Director

Title of Authorized Representative

8/30/2023

Date

University of New Hampshire

DocuSigned by: Karen Jensen

Signature of Authorized Representative

Karen Jensen

Authorized Representative

Director, Pre-Award

Title of Authorized Representative

8/30/2023

Date

OS
KJ