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Lori A. Weaver
Commissioner

Karen E. Hebert
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC STABILITY

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September 5, 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 of Economic Stability, to enter into a **Sole Source** cooperative project agreement with University of New Hampshire (VC# 177867), Durham, NH, in the amount of \$2,208,393, to provide nutrition education services to individuals who are eligible for the Supplemental Nutrition Assistance Program (SNAP), with the option to renew for up to one (1) additional year, effective, upon Governor and Council approval, through September 30, 2025. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Year 2026, 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.

05-95-045-450010-61250000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: HUMAN SERVICES, TRANSITIONAL ASSISTANCE, DIRECTORS OFFICE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Grants For Pub Asst and Reli	45068004	\$833,610
2025	074-500589	Grants For Pub Asst and Reli	45068004	\$1,099,826
2026	074-500589	Grants For Pub Asst and Reli	45068004	\$274,957
			Total	\$2,208,393

EXPLANATION

This request is **Sole Source** because the U.S. Department of Agriculture, Food and Nutrition Services (FNS) requires the Department to designate a partner agency when submitting a plan for funding, the University of New Hampshire is the designated partner. Services cannot be competitively bid when a vendor is required to be pre-selected.

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and the Honorable Council
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The purpose of this request is for the Contractor to provide nutrition education services for New Hampshire residents receiving SNAP benefits and other individuals who may be eligible for services. Eligible individuals include individuals who are low-income and eligible to receive SNAP benefits or other means-tested Federal assistance programs, and individuals residing in communities with a significant low-income population.

The Contractor, in accordance with federal guidance will ensure outreach is conducted to these populations in a variety of ways, including: direct education, indirect education, policy, systems, and environmental work, and social media marketing.

Approximate number of individuals to be served from October 4, 2023 through September 30, 2025, broken down by:

- Direct education will reach 1,000 individuals.
- Indirect education will reach 70,000 individuals.
- Policy, systems, and environmental work will reach 100 community organizations that serve individuals.
- Social media marketing will reach 400,000 individuals.

The Contractor will ensure these services will include maintaining and increasing collaborative work with multi-sector partnerships, such as delivering indirect education and policy, systems, and environmental change work to appropriate sites. It is anticipated that these services will result in increased consumption of generally healthier foods as recommended through educational tools. Additionally, it is anticipated participants will also increase their physical activity. These changes may result in improved health and well-being, along with better health outcomes for the individuals and communities served.

The Department will monitor services by reviewing quarterly reports from the Contractor in collaboration with the FNS.

As referenced in Exhibit A, Section B. Project Period, 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.

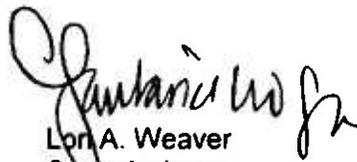
Should the Governor and Council not authorize this request for contracted services, SNAP eligible individuals and communities will lose valuable nutrition education that encourages healthy consumption of food and physical activity.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #10.561, FAIN #YY4NH423Q-3903.

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 **09/30/25**. 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: Supplemental Nutrition Assistance Program Education (SNAP-Ed)

- 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: Karen Hebert
 Address: Division of Economic Stability
129 Pleasant Street
Concord, NH 03301

Phone: 603-573-6311

Campus Project Administrator

Name: Cheryl Moore
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Road
Durham, NH 03824

Phone: 603-862-1992

- 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: Bridgette Dukette
 Address: Bureau of Family Assistance
129 Pleasant Street
Concord, NH 03301

Phone: 603-271-9660

Campus Project Director

Name: Amy Hollar
 Address: UNH, Cooperative Extensio
Taylor Hall
Durham, NH 03824-2620

Phone: 603-225-3556

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EXHIBIT A

- A. **Project Title:** Supplemental Nutrition Assistance Program Education (SNAP-Ed)
- B. **Project Period:** Upon Governor and Council approval through September 30, 2025.
The Department reserves the right to renew the contract for up to one (1) additional year, subject to continued availability of funds, satisfactory performance of services and approval of 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; 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, 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 **Uniform Guidance**.

**New Hampshire Department of Health and Human Services
Supplemental Nutrition Assistance Program Education (SNAP-Ed)**



EXHIBIT A-1

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide nutrition education and obesity prevention services to New Hampshire residents receiving Supplemental Nutrition Assistance Program (SNAP) assistance benefits and other likely SNAP-Ed eligible populations identified by the U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) as being participants in or eligible to receive SNAP benefits or other means-tested Federal assistance.
- 1.2. The Contractor must provide activities according to three (3) approaches that will ensure provision of services:
 - 1.2.1. Approach 1 – Direct education for adult and youth; including “individual or group-based direct nutrition education, health promotion, and intervention strategies” (FY2024 SNAP-Ed Plan Guidance), utilizing Food and Nutrition Service approved curriculum for individual and group classes.
 - 1.2.2. Approach 2 – “Comprehensive, multilevel interventions at multiple complementary organizational and institutional levels,” (FY2024 SNAP-Ed Plan Guidance). This may include but is not limited to participation in community coalitions around food access/insecurity, partnering with other agencies to coordinate activities, and other relevant policy, systems, and environmental change interventions. Multilevel interventions will naturally reach the target audience in more than one sphere of influence (i.e., a direct education course and through an Instagram post).
 - 1.2.3. Approach 3 – “Community and public health approaches to improve nutrition” (FY2024 SNAP-Ed Plan Guidance) and increase physical activity. Some examples of activities may include but are not limited to giving technical assistance to corner stores, working with organizations/local government to develop policies that increase food access, and conducting social marketing campaigns. Public health approaches focus on the community at large and do not include interventions targeted at the individual.
- 1.3. The Contractor must conduct activities that include, but are not limited to:
 - 1.3.1. Nutrition and physical activity education and primary obesity prevention interventions that are based on the recommendations from the current USDA Dietary Guidelines for Americans to enable and encourage SNAP-Ed eligible individuals to adopt healthy eating habits and physically active lifestyles. The Contractor must conduct obesity intervention services that include, but are not limited to:

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**New Hampshire Department of Health and Human Services
Supplemental Nutrition Assistance Program Education (SNAP-Ed)**



EXHIBIT A-1

- 1.3.1.1. Assisting emergency food sites with providing healthier food options.
- 1.3.1.2. Providing nutrition education, food demonstrations and taste testing within the community at sites that accept SNAP EBT.
- 1.3.1.3. Working with the local and state food access coalitions to assist in the implementation of the goals and objectives of the coalition as they impact work with SNAP-Ed eligible adults and youth.
- 1.3.1.4. Improving the nutrition and physical activity environments in schools, after school and out of school sites.
- 1.3.2. Direct education lessons must include, but are not limited to:
 - 1.3.2.1. Mini-courses delivered in four (4) sessions lasting between 60-90 minutes each, which include but are not limited to:
 - 1.3.2.1.1. Cooking Matters, which assists participants with:
 - 1.3.2.1.1.1. Planning low cost family meals.
 - 1.3.2.1.1.2. Eating more fruits and vegetables.
 - 1.3.2.1.1.3. Being more physically active.
 - 1.3.2.1.1.4. Developing methods to encourage participants' children to participate in all activities.
 - 1.3.2.1.1.5. Taking an optional Cooking Matters at the Store/Farmers Market tour
 - 1.3.2.2. Families Eating Smart and Moving More: Saving Money at the Store, which assists participants with:
 - 1.3.2.2.1. Meal and pantry planning.
 - 1.3.2.2.2. Smart shopping at the store by comparing unit prices before buying food.
 - 1.3.2.2.3. Using the nutrition facts on food labels to make decisions about buying food.
 - 1.3.2.2.4. Taking an optional Cooking Matters at the Store/Farmers Market tour.
 - 1.3.2.2.5. Families Eating Smart and Moving More: Back to Basics, which assists participants with:
 - 1.3.2.2.5.1. Improving basic recipes to increase whole grains, fruits and vegetables.

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- 1.3.2.2.5.2. Reducing sodium and sugar.
- 1.3.2.2.5.3. Portion sizes.
- 1.3.2.2.5.4. Basic cooking skills.
- 1.3.2.2.6. CREATE Better Health, which assists participants with:
 - 1.3.2.2.6.1. Improving their fruit and vegetable consumption.
 - 1.3.2.2.6.2. Increasing their physical activity.
- 1.3.3. Direct education lesson series delivered in small group settings or with individuals in their homes, as requested. In instances where direct education is provided in locations other than school classrooms and/or individual client homes, the Contractor must ensure that the site includes adequate space that allows privacy and uninterrupted time for instruction. The Contract must ensure:
 - 1.3.3.1. Adequate space includes but is not limited to:
 - 1.3.3.1.1. Access to restroom facilities.
 - 1.3.3.1.2. Locations that have space for childcare should be prioritized or attempts must be made to locate facilities with adequate space for childcare.
 - 1.3.3.1.3. Adequate parking.
 - 1.3.3.2. Accessibility that is American with Disabilities Association (ADA) approved.
 - 1.3.3.3. Direct education lesson series include topics that align with the recommendations of the 2020-2025 Dietary Guidelines for Americans and the USDA's MyPlate.
 - 1.3.3.4. Direct lesson series include food preparation and/or tasting based on the specific lesson, as well as food safety concepts and printed materials if relevant/part of the curriculum.
- 1.3.4. Cooking Matters programs conducted in partnership with the NH Food Bank's program in order to teach healthy food choices, food safety and cooking skills, which include but are not limited to:
 - 1.3.4.1. Cooking Matters for Adults.
 - 1.3.4.2. Cooking Matters for Parents.
 - 1.3.4.3. Cooking Matters for Families.
- 1.3.5. Nutrition education for individuals and families who have Limited English Proficiency (LEP) by:

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EXHIBIT A-1

- 1.3.5.1. Partnering with Adult Learning Centers the Hispanic Latino and Intercultural Network, and other groups to provide:
 - 1.3.5.1.1. Individual and Family nutrition lessons.
 - 1.3.5.1.2. Written nutrition materials in Spanish, including the translation of materials in other appropriate languages.
 - 1.3.5.1.3. Nutrition educators who are proficient in Spanish.
- 1.3.6. Walk with Ease program, as developed by the Arthritis Foundation, which includes but is not limited to:
 - 1.3.6.1. Evidence based curriculum identified by the Centers for Disease Control and Prevention as appropriate to use with arthritis or other chronic diseases including diabetes, heart disease or obesity.
 - 1.3.6.2. A book and workbook for each participant that is used to track physical activity.
- 1.3.7. Direct education single sessions delivered at the request of collaborating agencies that include but not limited to: food pantries, schools, a housing project or where SNAP-Ed eligible individuals, including adults with Limited English Proficiency, are not available for series of lessons. The Contractor must:
 - 1.3.7.1. Select single sessions, which are available in English and Spanish, based on audience needs from the following curricula:
 - 1.3.7.1.1. Cooking Matters At Home.
 - 1.3.7.1.2. Families Eating Smart Moving More.
 - 1.3.7.1.3. Cooking Matters at the Store/Farmers Market.
 - 1.3.7.1.4. Seniors Eating Well.
 - 1.3.7.1.5. CREATE Better Health.
 - 1.3.7.2. Providing the evidence-based Nutrition Pantry Program to NH food pantries.
 - 1.3.7.3. Conduct food demonstrations at food pantries based on food pantry needs, which include but are not limited to bundling ingredients and providing corresponding recipes and taste testing, and other program materials specific to food pantry needs.
 - 1.3.7.4. Conduct food demonstrations at farmers' markets that have

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SNAP-EBT capabilities. The Contractor must:

- 1.3.7.4.1. Collaborate with the markets to identify simple recipes based on seasonal fruits and vegetables.
- 1.3.7.4.2. Ensure SNAP-Ed eligible individuals receive written materials including, but not limited to: recipes and information on how to sign up for additional lessons.
- 1.3.7.5. Provide participants with written reference materials for each lesson delivered.
- 1.3.7.6. Ensure lessons are available to individuals in their homes and in small groups, as requested.
- 1.4. The Contractor must maintain and monitor a Facebook page. The Contractor must:
 - 1.4.1. Ensure that the Facebook page contains links to the New Hampshire SNAP which allows SNAP-Ed eligible individuals to access additional information, as needed.
 - 1.4.2. Advertise the Facebook page on the Contractor's website.
 - 1.4.3. Work on the NH Women, Infants and Children (WIC)/Commodity Supplemental Food Program (CSFP) for additional content for Facebook site.
 - 1.4.4. Monitor the Facebook page on a daily basis.
- 1.5. The Contractor must collaborate with local emergency food sites to provide information on stocking healthy food options for participants.
- 1.6. The Contractor must write articles for The Emergency Food Assistance Program (TEFAP) newsletter that is disbursed to participating food pantries and soup kitchens, when requested.
- 1.7. The Contractor must implement community and public health approaches to improve the nutrition and physical activity environment in various community settings. The Contractor must:
 - 1.7.1. Continue working with the NH Food Access Coalition by assisting in the implementation of the Coalition's goals and objectives as they impact work with SNAP-Ed eligible individuals in order to:
 - 1.7.1.1. Increase access to existing food resources.
 - 1.7.1.2. Improve NH families' economic security.
 - 1.7.1.3. Strengthen the components of the local and regional food system.

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- 1.7.2. Collaborate with various agencies/coalitions/foundations to assist with nutrition, economic and safety goals as they pertain to good nutrition and family health. Partner entities include, but are not limited to:
 - 1.7.2.1. The Foundation for Healthy Communities.
 - 1.7.2.2. The New Hampshire Food Bank.
 - 1.7.2.3. The New Hampshire Department of Education – Nutrition Services.
 - 1.7.2.4. Community Behavioral Health Centers.
 - 1.7.2.5. The Women, Infants and Children (WIC) program.
- 1.7.3. Collaborate with the CSFP in order to:
 - 1.7.3.1. Develop information and recipes, specific to seniors.
 - 1.7.3.2. Distribute recipes to seniors via the Senior Farmers Market Nutrition Program during the summer months.
- 1.8. The Contractor must deliver lesson series to SNAP-Ed eligible youth utilizing multiple delivery channels that engage children and accommodate different learning styles in order to assist youth in following healthy diets and becoming more physically active. The Contractor must:
 - 1.8.1. Provide support, as needed, to school wellness teachers and school food service staff.
 - 1.8.2. Utilize evidence-based curricula to deliver the lesson series, which includes, but is not limited to:
 - 1.8.2.1. Husky Reads for Pre-K/Head Start
 - 1.8.2.2. Show Me Nutrition for grades Pre-K through fifth.
 - 1.8.2.3. Pick a Better Snack.
 - 1.8.2.4. NH Harvest of the Month
 - 1.8.2.5. Coordinated Approach to Child Health (CATCH)
 - 1.8.2.6. Cooking Matters for Parents, Teens, and Families
 - 1.8.2.7. Team nutrition curricula that includes, but is not limited to age appropriate MyPlate resources and curriculum:
 - 1.8.2.7.1. Great Garden Detective Adventure for grades third and fourth.
 - 1.8.3. Ensure topics covered align with the recommendations from the 2020-2025 Dietary Guidelines for Americans and USDA's MyPlate to

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**New Hampshire Department of Health and Human Services
Supplemental Nutrition Assistance Program Education (SNAP-Ed)**



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- assist SNAP-Ed eligible youth in establishing healthy eating habits and physically active lifestyles.
- 1.8.4. Ensure curricula referenced in Section 1.9., has the flexibility to be delivered in:
 - 1.8.4.1. Head Starts/Schools.
 - 1.8.4.2. After school programs.
 - 1.8.4.3. Out of school sites.
 - 1.8.5. Ensure duration of each lesson in a series is appropriately thirty (30) to ninety (90) minutes, with a minimum of four (4) and a maximum of eight (8) lessons per series.
 - 1.8.6. Provide schools with information and assistance in the following areas:
 - 1.8.6.1. Reviewing and updating food and nutrition policies.
 - 1.8.6.2. Assisting teachers to incorporate fitness, good nutrition and physical activity into the classroom.
 - 1.8.6.3. Assisting SNAP-Ed eligible schools with strategies to improve school breakfast participation.
 - 1.8.7. Provide additional hardcopy or electronic supports and resources that include, but are not limited to:
 - 1.8.7.1. Materials for bulletin boards.
 - 1.8.7.2. Additional curricula.
 - 1.8.7.3. Nutrition and physical activity materials from the USDA in English and Spanish that can be sent home to parents.
 - 1.8.7.4. Monthly "Nourish" e-newsletter for parents.
 - 1.9. The Contractor must increase community opportunities to improve nutrition and physical activity and prevent obesity in order to provide public health benefits by:
 - 1.9.1. Providing nutrition and physical activity lessons from curriculum described in Sections 1.3.1., and 1.9.2., above, including but not limited to taste testing and cooking, as permitted by the host site.
 - 1.9.2. Working with SNAP-Ed eligible youth garden sites to provide vegetable seeds, vegetable plants and small gardening tools, as well as other materials that may be needed to make the garden successful.
 - 1.9.3. Providing assistance with garden planting and maintenance⁸, with

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**New Hampshire Department of Health and Human Services
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EXHIBIT A-1

assistance from the UNH Cooperative Extension Master Gardeners.

1.9.4. Providing the Pick a Better Snack program for grades Kindergarten through third, in at least two (2) schools enrolled in the Federal Fresh Fruit and Vegetable Program (FFVP). The Contractor must:

1.9.4.1. Offer the program in schools where a series of lessons described in Section 1.9.4., above, are not conducive to school schedules.

1.9.4.2. Ensure program components are delivered once per month with goals that include, but are not limited to:

1.9.4.2.1. Improving children's overall diet and physical activity.

1.9.4.2.2. Creating healthier eating habits that impact current and future health.

1.9.4.2.3. Assisting schools to create healthier school environments by:

1.9.4.2.3.1. Providing healthier food choices.

1.9.4.2.3.2. Expanding the variety of fruits and vegetables children experience.

1.9.4.3. Coordinate with the school Food Service Directors on a monthly basis, when possible, to select a fruit and vegetable to be included on the school menu based on the month's FFVP snacks.

1.9.4.4. Deliver monthly lessons on fruit and vegetable nutrition that include:

1.9.4.4.1. Taste tests in the classroom setting.

1.9.4.4.2. A short physical activity.

1.9.4.5. Provide newsletters that can be sent home to parents.

1.9.4.6. Provide bingo cards for students to fill out that show:

1.9.4.6.1. Their consumption of fruits and vegetables for the month.

1.9.4.6.2. The amount of physical activity they have engaged in for the month.

1.10. The Contractor must provide support and resources to school wellness teams at SNAP-Ed eligible schools. The Contractor must:

1.10.1. Attend school wellness team meetings, when requested.

1.10.2. Share resources and provide technical assistance with wellness

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Supplemental Nutrition Assistance Program Education (SNAP-Ed)



EXHIBIT A-1

- policies and PSE changes, when requested.
- 1.10.3. Provide schools with:
 - 1.10.3.1. A self-assessment tool.
 - 1.10.3.2. Information about available grants.
 - 1.10.3.3. Information about upcoming professional development opportunities.
 - 1.11. The Contractor must collaborate with community groups and organizations on policy changes related to nutrition and physical activity.
 - 1.12. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
 - 1.13. The Contractor must participate in on-site or file reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
 - 1.14. Reporting
 - 1.14.1. The Contractor must provide quarterly reports to the SNAP Program Manager no later than twenty (20) days following the end of the quarter. The quarters are as follows:
 - 1.14.1.1. October 1 through December 31.
 - 1.14.1.2. January 1 through March 31.
 - 1.14.1.3. April 1 through June 30.
 - 1.14.1.4. July 1 through September 30.
 - 1.14.2. The Contractor must ensure quarterly reports identified in Subsection 1.13.1., above, are minimally narrative and include the following information for each activity:
 - 1.14.2.1. Number of participants for the reporting period;
 - 1.14.2.2. Total number of participants who completed the activity
 - 1.14.2.3. Number of contacts with participants for the reporting period;
 - 1.14.2.4. The location of each activity;
 - 1.14.2.5. The curriculum used; and
 - 1.14.2.6. Progress toward goals and next action steps to be taken in furtherance of the goals/objectives identified in Section 1.14., Performance Measures and Section 1.15., Deliverables.
 - 1.14.3. The Contractor must provide a comprehensive yearly summary at the end of the Federal Fiscal Year to the SNAP Program Manager by

**New Hampshire Department of Health and Human Services
Supplemental Nutrition Assistance Program Education (SNAP-Ed)**



EXHIBIT A-1

January 15, 2024, and January 15, 2025 The report must include:

- 1.14.3.1. A summary of all Contractor activities.
- 1.14.3.2. All information in templates as provide by the USDA FNS.
- 1.14.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.15. Performance Measures
 - 1.15.1. The Contractor must ensure that one hundred percent (100%) of New Hampshire schools that have at least fifty percent (50%) of students enrolled in free and reduced priced meals programs are contacted to participate in nutrition education and/or PSE interventions, as indicated in Section 1.11., above.
 - 1.15.2. The Contractor must ensure that seventy-five percent (75%) of schools, identified in Section 1.14.1., above, have the opportunity to participate in one (1) nutrition education and/or PSE activity, per contract year if requested:
 - 1.15.3. The Contractor must reach a minimum of 1,000 SNAP-Ed eligible households, including persons who are LEP, to participate in a direct education, i.e. single session or program series, food tastings/demonstrations at SNAP-Ed eligible sites and programs at school based setting, as described in Section 1.3., above.
 - 1.15.4. The Contractor must ensure a minimum of three (3) schools, after school or out of school sites, receive support and resources to assess their nutrition or physical activity environment and begin to initiate changes, as described in Section 1.11., and Section 1.12., above, per contract year.
 - 1.15.5. The Contractor must participate in three (3) coalitions regarding food insecurity or food access in New Hampshire.
 - 1.15.6. The Contractor must reach a minimum of 100 sites through policy systems and environmental work and/or social marketing utilizing tool kits and curriculum that the Contractor has developed for community partners.
 - 1.15.7. The Contractor must ensure that information is available on social media platforms regarding availability of direct education programming, general information about food access resources, and general information about healthy meal choices and living an active lifestyle.
- 1.16. Background Checks

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Supplemental Nutrition Assistance Program Education (SNAP-Ed)**



EXHIBIT A-1

1.16.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.16.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.16.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.16.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.17. Website and Social Media

1.17.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.17.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.17.3. State of New Hampshire's Website Copyright

1.17.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the

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**New Hampshire Department of Health and Human Services
Supplemental Nutrition Assistance Program Education (SNAP-Ed)**



EXHIBIT A-1

State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

**University of New Hampshire
Supplemental Nutrition Assistance Program Education Program (SNAP-Ed)
Exhibit A, Item F-1**

Budget Items	SFY 2024 Budget	SFY 2025 Budget	SFY 2026 Budget	Total
1. Salaries & Wages	\$ 449,323	\$ 597,727	\$ 149,432	\$ 1,196,482
2. Employee Fringe Benefits	\$ 147,411	\$ 183,465	\$ 45,866	\$ 376,742
3. Travel	\$ 13,917	\$ 28,988	\$ 7,247	\$ 50,152
4. Supplies and Services	\$ 51,637	\$ 63,774	\$ 15,944	\$ 131,355
5. Equipment	\$ -	\$ -	\$ -	\$ -
6. Facilities & Admin Costs	\$ 171,322	\$ 225,872	\$ 56,468	\$ 453,662
Totals	\$ 833,610	\$ 1,099,826	\$ 274,957	\$ 2,208,393.00

**New Hampshire Department of Health and Human Services
Supplemental Nutrition Assistance Program Education (SNAP-Ed)**

Exhibit A Item F-2

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, SNAP Contingency, as awarded on October 1, 2022, by the U.S. Department of Agriculture, Food and Nutrition Service, CFDA 10.561, FAIN YY4NH423Q-3903.
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 items, as specified in Exhibit A, Item F-1.
4. The Contractor shall submit an invoice to the Department no later than the twentieth (20th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.2. Must provide additional supporting documentation if requested by the Department.
 - 4.3. Is completed, dated and returned to the Department for allowable expenses to initiate payment.
 - 4.4. Is assigned an electronic signature, and is emailed to BFAinvoices@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.

**New Hampshire Department of Health and Human Services
Supplemental Nutrition Assistance Program Education (SNAP-Ed)**

Exhibit A Item F-2

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.

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



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: Supplemental Nutrition Assistance Program Education (SNAP-Ed).
Project Period: Upon Governor and Council approval through September 30, 2025.

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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**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

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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)(l), and the defense

[Handwritten signature]

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

Karen Hebert

Signature of Authorized Representative

Karen Hebert

Authorized Representative

Division Director

Title of Authorized Representative

9/14/2023

Date

University of New Hampshire

Karen Jensen

Signature of Authorized Representative

Karen Jensen

Authorized Representative

Director, Pre-Award

Title of Authorized Representative

9/14/2023

Date

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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

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**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

**New Hampshire Department of Health and Human
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DHHS Information Security Requirements**



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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



DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements**



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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- 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