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

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 27, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend the existing Provider Agreement template for the New Hampshire Healthy Lives Program to continue to make unencumbered payments for the provision of cervical cancer and cardiovascular services and to add additional optional chronic disease services, including diabetes and arthritis, by increasing the price limitation by $7,197,669 from $3,757,240 to $10,954,909 and by extending the completion date from June 30, 2024 to June 30, 2028, effective upon Governor and Council approval. 91% Federal Funds. 9% General Funds.

The original Provider Agreement was approved by Governor and Council on November 14, 2018, item #20, and most recently amended with Governor and Council approval on November 18, 2020, item #31.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 and are anticipated to be available for State Fiscal Years 2026, 2027 and 2028 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.

See attached Fiscal Details.

EXPLANATION

The purpose of this request is to continue to provide cervical cancer services, cardiovascular services and to add the option for providers to deliver chronic disease services, including diabetes and arthritis services, through the New Hampshire Healthy Lives Program. This will allow the Department to continue to support the provision of critical health services for in-need individuals, as well as expand to a more comprehensive range of services for the target population.

The New Hampshire Healthy Lives Program reaches clients who are uninsured or underinsured and living at or below 250% of the federal poverty level. The Program partners with healthcare providers and community-based organizations throughout the State to provide affordable, high-quality clinical care, disease prevention and self-management supports to prevent poor health outcomes such as cancer, heart disease, diabetes, and arthritis-related pain. Clients of participating providers are enrolled for screening, diagnostic testing, and treatment services which they would otherwise not be able to access.

Approximately 6,400 people will be served each year by participating providers.

Provider enrollment is open to any entity that is able to meet the requirements of the Program and is registered and in good standing with the New Hampshire Secretary of State's Office. Enrolling eligible providers using the attached Provider Agreement template, which was reviewed and approved by the Attorney General's Office, allows the Department to ensure access for all eligible New Hampshire residents. There are currently 38 providers enrolled in the program.

The Department will continue to monitor services provided through the Provider Agreement to ensure the following are provided annually:

- A minimum of 2,000 adults are screened for cancer and cardiovascular risk.
- A minimum of 1,700 adults enrolled in community or health center based chronic disease prevention and management programs.
- A minimum of 2,700 adults are screened for health-related social needs.

The Department will monitor the provider agreements through:

- Regular meetings with all organizations funded through Provider Agreements on successes, challenges, and corrective action plan(s) as needed; and
- Monitoring completeness of data provided for enrolled program participants through the clinical data and billing system.

Should the Governor and Council not authorize this request, the Department's ability to provide eligible individuals with cost-effective clinical, disease prevention and self-management supports that help prevent more costly medical care will be diminished.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.898, FAIN NU58DP007115; Assistance Listing Number 93.988, FAIN NU58DP007421; Assistance Listing Number 93.426, FAIN NU58DP007441; Assistance Listing Number 93.436, FAIN NU58DP007652; and Assistance Listing Number 93.945, FAIN NU58DP007480.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

FISCAL DETAILS
New Hampshire Healthy Lives Program
SS-2019-DPHS-14-BCCPA-A02

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY & HEALTH SERVICES,COMPREHENSIVE CANCER 100% FEDERAL FUNDS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Srvs	90080081	$289,540	$0	$289,540
2020	102-500731	Contracts for Prog Srvs	90080081	$289,540	$0	$289,540
2021	102-500731	Contracts for Prog Srvs	90080081	$289,540	$0	$289,540
2022	102-500731	Contracts for Prog Srvs	90080081	$289,540	$0	$289,540
2023	102-500731	Contracts for Prog Srvs	90080081	$289,540	$0	$289,540
			Subtotal:	*$1,447,700*	*$0*	*$1,447,700*

05-95-90-904510-32250000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS,COMPREHENSIVE CANCER 100% FEDERAL FUNDS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2024	102-500731	Contracts for Prog Srvs	90080081	$289,540	$317,669	$607,209
2025	102-500731	Contracts for Prog Srvs	90080081	$0	$550,000	$550,000
2026	102-500731	Contracts for Prog Srvs	90080081	$0	$550,000	$550,000
2027	102-500731	Contracts for Prog Srvs	90080081	$0	$550,000	$550,000
2028	102-500731	Contracts for Prog Srvs	90080081	$0	$550,000	$550,000
			Subtotal:	*$289,540*	*$2,517,669*	*$2,807,209*

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OFCOMMUNITY & HEALTH SERVICES, COMPREHENSIVE CANCER 100% GENERAL FUNDS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	601-500931	Contracts for Prog Srvs	90080007	$170,000	$0	$170,000
2020	601-500931	Contracts for Prog Srvs	90080007	$170,000	$0	$170,000
2021	601-500931	Contracts for Prog Srvs	90080007	$170,000	$0	$170,000
2022	102-500731	Contracts for Prog Srvs	90080007	$170,000	$0	$170,000
2023	102-500731	Contracts for Prog Srvs	90080007	$170,000	$0	$170,000
			Subtotal:	*$850,000*	*$0*	*$850,000*

05-95-90-904510-32250000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, COMPREHENSIVE CANCER 100% GENERAL FUNDS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2024	102-500731	Contracts for Prog Srvs	90080007	$170,000	$0	$170,000
2025	102-500731	Contracts for Prog Srvs	90080007	$0	$170,000	$170,000
2026	102-500731	Contracts for Prog Srvs	90080007	$0	$170,000	$170,000
2027	102-500731	Contracts for Prog Srvs	90080007	$0	$170,000	$170,000
2028	102-500731	Contracts for Prog Srvs	90080007	$0	$170,000	$170,000
			Subtotal:	*$170,000*	*$680,000*	*$850,000*

05-95-90-904510-32280000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, COMBINED CHRONIC DISEASE 100% FEDERAL FUNDS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Srvs	90010023 Diabetes	$0	$250,000	$250,000
2025	102-500731	Contracts for Prog Srvs	90010023 Diabetes	$0	$250,000	$250,000
2026	102-500731	Contracts for Prog Srvs	90010023 Diabetes	$0	$250,000	$250,000
2027	102-500731	Contracts for Prog Srvs	90010023 Diabetes	$0	$250,000	$250,000
2028	102-500731	Contracts for Prog Srvs	90010023 Diabetes	$0	$250,000	$250,000
			Subtotal:	*$0*	*$1,250,000*	*$1,250,000*

05-95-90-904510-32280000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, COMBINED CHRONIC DISEASE 100% FEDERAL FUNDS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Srvs	90010028 Heart	$0	$250,000	$250,000
2025	102-500731	Contracts for Prog Srvs	90010028 Heart	$0	$250,000	$250,000
2026	102-500731	Contracts for Prog Srvs	90010028 Heart	$0	$250,000	$250,000
2027	102-500731	Contracts for Prog Srvs	90010028 Heart	$0	$250,000	$250,000
2028	102-500731	Contracts for Prog Srvs	90010028 Heart	$0	$250,000	$250,000
			Subtotal:	*$0*	*$1,250,000*	*$1,250,000*

05-95-90-904510-32270000 HEATH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, ARTHRITIS 100% FEDERAL FUNDS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Srvs	90017717	$0	$100,000	$100,000
2025	102-500731	Contracts for Prog Srvs	90017717	$0	$100,000	$100,000
2026	102-500731	Contracts for Prog Srvs	90017717	$0	$100,000	$100,000
2027	102-500731	Contracts for Prog Srvs	90017717	$0	$100,000	$100,000
2028	102-500731	Contracts for Prog Srvs	90017717	$0	$100,000	$100,000
			Subtotal:	*$0*	*$500,000*	*$500,000*

05-95-90-902010-70450000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, Bureau of Population Health and Community Services, WISEWOMAN (Well-Integrated Screening and Evaluation for Woman Across the Nation) 100% FEDERAL FUNDS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prag Svc	90070450	$250,000	$0	$250,000
2022	102-500731	Contracts for Prag Svc	90070450	$250,000	$0	$250,000
2023	102-500731	Contracts for Prag Svc	90070450	$250,000	$0	$250,000
			Subtotal	*$ 750,000*	*$0*	*$750,000*

05-95-90-904510-32260000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, WISEWOMAN (Well-Integrated Screening and Evaluation for Woman Across the Nation) 100% FEDERAL FUNDS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prag Svc	90070450	$250,000	$0	$250,000
2025	102-500731	Contracts for Prag Svc	90070450	$0	$250,000	$250,000
2026	102-500731	Contracts for Prag Svc	90070450	$0	$250,000	$250,000
2027	102-500731	Contracts for Prag Svc	90070450	$0	$250,000	$250,000
2028	102-500731	Contracts for Prag Svc	90070450	$0	$250,000	$250,000
			Subtotal	*$250,000*	*$1,000,000*	*$1,250,000*
			GRAND TOTAL	**$3,757,240**	**$7,197,669**	**$10,954,909**

PROVIDER AGREEMENT

This PROVIDER AGREEMENT dated _____ (the "Agreement"), is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, Bureau of Prevention and Wellness (the "State") and _____ (Vendor #_____), with a principal place of business of _____, (the "Contractor"). The State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties."

1. TERM

1.1 **This Agreement is effective upon the signature of both parties and the completion date is June 30, 2028**, unless terminated earlier in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICES

2.1 The Contractor shall provide one or more of the following services to individuals under the NH Healthy Lives Program:

2.1.1 Appendix A: Breast and Cervical Cancer Services.

2.1.2 Appendix B: Cardiovascular Services.

2.1.3 Appendix C: Diabetes and Arthritis Services.

2.2 The Contractor shall identify staff members who will be responsible for program enrollment and reporting.

2.3 The Contractor shall maintain the organizational capacity (e.g., expertise, health information technology) necessary to support the delivery of these services and supports in a high quality, sustainable manner.

3. FEE SCHEDULE AND PAYMENT CONDITIONS

3.1 The Contractor shall complete and submit all required documentation for the appropriate programs listed in Section 2 above prior to receipt of payment for Services.

3.2 The Contractor shall complete billing for clinical services in accordance with the Program Policy and Procedure Manuals, Current Procedural Terminology (CPT) codes or the Healthcare Common Procedure Coding System (HCPCS) G-codes, as specified by the State in a Fee Schedule, attached as Appendix A-2 New Hampshire Breast and Cervical Cancer Program 2023 Reimbursement Rates, Appendix B-2 Cardiovascular Services Fee Schedule and Appendix C-2 Diabetes and Arthritis Fee Schedule which shall be reviewed and adjusted by the State annually. The State shall provide the Contractor with a copy of each revised Fee Schedule.

3.2.1 The Contractor shall submit either a CMS-1500 form, a UB-04 or a mutually agreed upon billing form to the State, as appropriate.

3.3 The Contractor shall submit an invoice with supporting documentation related to any activities listed under Section 2 to the State no later than the fifteenth (15th) business day of the following month or per the corresponding program policy manual. The Contractor agrees to:

3.3.1 Not balance bill clients for Services provided under this Agreement.

Contractor Initials _____

Date _____

3.3.2 Ensure the invoice is submitted in a format that is provided by the State or is otherwise acceptable to the State.

3.3.3 Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.

3.3.4 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

3.3.5 The Contractor shall mail, fax, or email all invoices, required billing forms, and supporting documentation to the State at the following address:

NH Healthy Lives Program
Division of Public Health Services
Attention: Billing
29 Hazen Drive, Concord, NH 03301-6504
(603) 271-8705 (facsimile)
(603) 271-0539 (facsimile for breast and cervical cancer services, only)
DPHScontractbilling@dhhs.nh.gov

4. DATA MANAGEMENT REQUIREMENTS AND EXHIBITS INCORPORATED

4.1 The Contractor shall manage all confidential information and confidential data related to this Agreement in accordance with the terms of Exhibit A, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

4.2 The Contractor shall also comply with Exhibit B, which is attached hereto and incorporated by reference herein.

5. LANGUAGE ASSISTANCE SERVICES

5.1 The Contractor shall submit within thirty (30) days of the effective date of this Agreement, a detailed description of the communication access and language assistance services to be provided to any clients referred by the NH Healthy Lives Program to ensure meaningful access to programs and or services to individuals who have limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

6. CONDITIONAL NATURE OF AGREEMENT

6.1 The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no additional funds will be paid to the Contractor once the price limitation is reached.

6.2 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement, in whole or in part, the State shall

Contractor Initials _____

Date _____

have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source in the event funds in that Account are reduced or unavailable.

7. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS

7.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to the Health Insurance Portability and Accountability Act, Public Law 104-191, and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

7.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

7.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

7.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records, and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms, and conditions of this Agreement.

8. PERSONNEL

8.1 The Contractor shall, at its own expense, provide all personnel necessary to perform the Services in this Agreement. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

9. RIGHT OF TERMINATION/EVENT OF DEFAULT

9.1 This Agreement may be terminated by either party for any reason by providing a thirty (30) day written notice to the other party.

9.2 Any one of the following acts or omissions of the Contractor shall constitute an "Event of

Contractor Initials _____

Date _____

Default:"

9.2.1 Failure to perform the Services satisfactorily or on schedule;

9.2.2 Failure to submit any report required hereunder; or

9.2.3 Failure to perform any other covenant, term or condition of this Agreement.

9.3 Upon the occurrence of any Event of Default, the State may take any one of the following actions:

9.3.1 Give the Contractor a written notice specifying the Event of Default, and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not remedied in a timely manner, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

9.3.2 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9.3.3 The State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

10. CONTRACTOR'S RELATION TO THE STATE

10.1 In the performance of this Agreement, the Contractor is, in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation, or other emoluments provided by the State to its employees.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS

11.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

11.2 For purposes of paragraph 10, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

11.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

11.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

12. INDEMNIFICATION

Contractor Initials _____

Date _____

12.1 The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 12. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 12 shall survive the termination of this Agreement.

13. INSURANCE/WORKERS' COMPENSATION

13.1 General Liability: The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess. The Contractor shall furnish to the State a certificate of insurance and shall provide a certificate of insurance for all renewals of insurance required under this Agreement.

13.2 Worker's Compensation: By signing this Agreement, the Contractor agrees, certifies, and warrants that the Contractor is in compliance with or exempt from, the requirements of NH RSA Chapter 281-A. To the extent the Contractor is subject to the requirements of RSA 281-A, Contractor shall provide the State with proof of Worker's Compensation and any renewals thereof.

14. NOTICE

14.1 Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. CHOICE OF LAW AND FORUM

15.1 This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire, except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

15.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

16. THIRD PARTIES

16.1 This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

Contractor Initials _____

Date _____

17. SEVERABILITY

17.1 In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

18. ENTIRE AGREEMENT

18.1 This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements, and understandings with respect to the subject matter hereof.

Department of Health and Human Services:

_____ _____

Name: Date
Title:
Address:_____

_____ _____

Contractor Name: Date
Signatory Name:
Signatory Title:
Address: _____

New Hampshire Department of Health and Human Services
New Hampshire Healthy Lives Provider Agreement

Appendix A
Breast and Cervical Cancer Services

Scope of Services

1. Scope of Services

1.1. The Contractor shall provide breast and cervical cancer services, to clients who are:

1.1.1. Between the ages of twenty-one (21) and sixty-four (64);

1.1.2. Sixty-five (65) years or older, if ineligible for Medicare or not enrolled in Medicare Part B;

1.1.3. Living at or below 250% of the federal poverty guidelines;

1.1.4. Uninsured or have a deductible or co-payment where:

1.1.4.1. Insurance does not cover these Services;

1.1.4.2. Unable to pay a co-payment or have a high deductible; and

1.1.5. A New Hampshire resident (or York County, Maine, or bordering town of Maine).

1.2. Eligibility is valid for twelve (12) months. All clients can re-enroll, provided they continue to meet the eligibility requirements.

1.3. The Contractor shall ensure that clients enrolled only for diagnostic procedures meet all eligibility requirements.

1.4. The Contractor shall enroll clients only for diagnostic testing if:

1.4.1. The client has a breast or cervical cancer symptom;

1.4.2. The client received an abnormal screening test result and the client requires additional follow-up.

1.5. The Contractor shall provide case management for all clients for diagnostic procedures through definitive diagnosis.

1.6. The Contractor shall abide by the standards in the New Hampshire Breast and Cervical Cancer Program Policy and Procedure Manual at https://www.dhhs.nh.gov/sites/g/files/ehbemt476/files/documents/2021-11/bccp-policy-procedure-manual.pdf.

1.7. The Contractor shall collect and/or report information for all clients who receive breast and cervical cancer services, that is contained in the following forms:

1.7.1. Enrollment Form;

1.7.2. Informed Consent Form;

1.7.3. Screening Data Reporting Form;

1.7.4. Diagnostic and Treatment Reporting Form, if applicable; and

1.7.5. Medicaid Form, if applicable.

New Hampshire Department of Health and Human Services
New Hampshire Healthy Lives Provider Agreement

Appendix B
Cardiovascular Services

Scope of Services

1. Scope of Services

1.1. The Contractor shall provide cardiovascular services, to clients who are:

1.1.1. Between the ages of thirty-five (35) and sixty-four (64); and

1.1.2. Eligible for breast and cervical cancer services as described in Appendix A, Section 1.1.

1.2. The Contractor shall abide by the standards in the New Hampshire Healthy Lives Heart Program Policy and Procedure Manual at https://www.dhhs.nh.gov/sites/g/files/ehbemt476/files/documents2/heart-wisewoman.pdf

1.3. The Contractor shall report information for all clients who receive cardiovascular services, that is contained in the following forms:

1.3.1. Cardiovascular Disease Health Risk Assessment form;

1.3.2. Healthy Behavior Support Services form; and

1.3.3. Follow-up Assessment form.

Contractor Initials _____

Date _____

New Hampshire Department of Health and Human Services
New Hampshire Healthy Lives Provider Agreement

Appendix C
Diabetes and Arthritis Services

Scope of Services

1. Scope of Services

1.1. The Contractor shall provide diabetes and arthritis services to clients who are:

1.1.1. Eighteen (18) or older;

1.1.2. Diagnosed with or at high risk for diabetes and/or arthritis.

1.2. The Contractor shall report, in aggregate, numbers and percentages of clients who receive chronic disease services, including but not limited to the following:

1.2.1. Client screening data;

1.2.2. Chronic disease services received;

1.2.3. Chronic disease referrals made; and

1.2.4. Follow-up assessment data.

1.3. The Contractor shall abide by the standards for reporting and approved services in the Policy and Procedure Manual at https://www.dhhs.nh.gov/sites/g/files/ehbemt476/files/documents2/heart-wisewoman.pdf.

Contractor Initials _____

Date _____

Appendix A-2

New Hampshire Breast and Cervical Cancer Program
2023 Reimbursement Rates
Effective July 1, 2023

CPT	Service Description			
	SURGICAL SERVICES	GC	PC	TC
10004	Fine Needle Aspiration without imaging guidance, each additional lesion	$51.91		
10005	Fine Needle Aspiration, including ultrasound guidance, first lesion	$140.36		
10006	Fine Needle Aspiration, including ultrasound guidance, each additional lesion	$61.19		
10007	Fine Needle Aspiration, including fluoroscopic guidance, first lesion	$309.42		
10008	Fine Needle Aspiration, including fluoroscopic guidance, each additional lesion	$149.13		
10009	Fine Needle Aspiration, including CT guidance, first lesion	$455.13		
10010	Fine Needle Aspiration, including CT guidance, each additional lesion	$248.52		
10011	Fine Needle Aspiration, including MRI guidance, first lesion	$455.13		
10012	Fine Needle Aspiration, including MRI guidance, each additional lesion	$248.52		
10021	Fine Needle Aspiration without imaging guidance, first lesion	$105.21		
19000	Puncture Aspiration of Cyst of Breast	$105.92		
19001	Puncture Aspiration of Cyst of Breast, each additional cyst	$26.70		
19081	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion	$527.43		
19082	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; each additional lesion	$410.41		
19083	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion	$527.79		
19084	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion	$404.61		
19085	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; first lesion	$812.55		
19086	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; each additional lesion	$633.53		
19100	Breast biopsy, percutaneous, needle core, not using imaging guidance	$156.53		
19101	Breast biopsy, open, incisional	$341.31		
19120	Excision of cyst, fibroadenoma, benign or malig tumor, aberrant br. tissue, duct or nipple lesion	$534.51		
19125	Excision of breast lesion identified by pre-op placement of radiolog marker - single lesion	$588.42		
19126	Excision of breast lesion identified by pre-op placement of radiolog marker - each add'l lesion	$160.04		
19281	Placement of breast localization device, percutaneous; mammographic guidance; first lesion	$251.65		
19282	Placement of breast local device, percutaneous; mammographic guidance; each add'l lesion	$179.50		
19283	Placement of breast localization device, percutaneous; stereotactic guidance; first lesion	$271.93		
19284	Placement of breast localization device, percutaneous; stereotactic guidance; each additional lesion	$201.22		
19285	Placement of breast localization device, percutaneous; ultrasound guidance; first lesion	$391.39		
19286	Placement of breast localization device, percutaneous; ultrasound guidance; each additional lesion	$322.21		
19287	Placement of breast localization device, percutaneous; magnet resonance guidance; first lesion	$675.60		
19288	Placement of breast local device, percutaneous; magnet resonance guidance; each add'l lesion	$524.21		
57452	Colposcopy of the Cervix without Biopsy	$131.19		
57454	Colposcopy of the Cervix with Biopsy and Endocervical Curettage	$173.88		
57455	Colposcopy of the Cervix with biopsy(s)	$166.49		
57456	Colposcopy of the Cervix with Endocervical Curettage	$157.22		
57460*	Colposcopy with loop electrode biopsy(s) of the cervix	$328.76		
57461*	Colposcopy with loop electrode conization of the cervix	$365.85		
57500*	Cervical Biopsy, single or multiple, or local excision of lesion, with or without fulguration (separate	$160.95		
57505	Endocervical Curettage alone	$162.37		
57520*	Conization of cervix, w/ or w/o fulguration, dilation and curettage, repair; cold knife or laser	$366.30		
57522*	Loop electrode excision procedure	$314.17		
58100*	Endometrial biopsy w/ or w/o ecc, dilation, any method	$105.12		
58110*	Endometrial biopsy in conjunction with colposcopy	$50.85		

	RADIOLOGICAL SERVICES			
76098	Radiological examination, surgical specimen	$43.73	$15.33	$28.40
76641	Ultrasound, complete examination of breast including axilla, unilateral	$108.07	$35.45	$72.62
76642	Ultrasound, limited examination of breast including axilla, unilateral	$88.83	$33.05	$55.78
76942	Ultrasonic guidance for needle biopsy, radiological supervision and interpretation	$60.05	$30.60	$29.45
77046*	Magnetic resonance imaging (MRI), breast, without contrast, unilateral	$230.60	$69.55	$161.05
77047*	Magnetic resonance imaging (MRI), breast, without contrast, bilateral	$238.80	$77.04	$161.76
77048*	Magnetic resonance imaging (MRI), breast, including CAD, with & without contrast, unilateral	$366.81	$101.22	$265.59
77049*	Magnetic resonance imaging (MRI), breast, including CAD, with & without contrast, bilateral	$374.25	$110.77	$263.48
77053*	Mammary ductogram or galactogram, single duct	$55.60	$17.38	$38.22
77063	Screening digital breast tomosynthesis; bilateral	$54.56	$29.28	$25.28
77065	Diagnostic Mammogram, Unilateral, includes CAD	$130.80	$38.86	$91.94
77066	Diagnostic Mammogram, Bilateral, includes CAD	$164.97	$47.76	$117.21
77067	Screening Mammogram, includes CAD	$134.02	$36.81	$97.21
G0279	Diagnostic digital breast tomosynthesis, unilateral or bilateral	$54.56	$29.28	$25.28
	PATHOLOGY AND LABORATORY SERVICES			
87624	Human Papillomavirus, high-risk types	$35.09		
87625	Human Papillomavirus, types 16 and 18 only	$40.55		
88141	Cytopathology, cervical or vaginal (any reporting system) requiring interpretation by physician	$23.51		
88142	Cytopathology cervical or vaginal, automated thin layer preparation; manual screening under	$20.26		
88143	Cytopathology, cervical or vaginal, automated thin layer preparation; manual screening and rescreening under physician supervision	$23.04		
88164	Cytopathology (conventional Pap test), manual screening under supervision of physician	$17.31		
88165	Cytopathology (conven Pap), manual screening and rescreening under supervision of physician	$42.22		
88172	Cytopathology, Evaluation of Fine Needle Aspiration	$57.00	$35.28	$21.72
88173	Cytopathology, Interpretation of Fine Needle Aspiration, interpret & report	$166.91	$69.48	$97.43
88174	Cytopathology, cervical or vaginal, automated thin layer preparation; screening by automated system, under physician supervision	$25.37		
88175	Cytopathology, cervical or vaginal, automated thin layer preparation; screening by automated system and manual rescreening, under physician supervision	$26.61		
88177	Cytopathology, evaluation of FNA; immediate cytohistologic to determine adequacy of specimen(s), each separate additional evaluation espisode	$29.99	$21.56	$8.43
88305	Surgical pathology, gross and microscopic examination	$73.43	$36.96	$36.47
88307	Surgical path, gross & microscopic exam requrire microscopic eval of surgical margins	$301.04	$81.79	$219.25
88331	Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen	$104.79	$61.65	$43.14
88332	Pathology consultation during surgery, each additional tissue block, with frozen section(s)	$56.42	$30.48	$25.94
88341	Immunohistochemistry or immunocytochemistry, per specimen; each additional single antibody stain procedure (List separately in addition to code for primary procedure)	$89.50	$28.06	$61.44
88342	Immunohistochemistry or immunocytochemistry, per specimen, initial single antibody stain	$103.68	$34.56	$69.12
88360	Morphometric analysis, tumor immunohistochemistry, per specimen; manual	$122.45	$41.40	$81.05
88361	Morphometric analysis, tumor immunohistochem, per specimen; computer-assisted tech	$122.33	$43.38	$78.95
88364	In situ hybrid (e.g. FISH), per specimen; each add'l single probe stain procedure	$141.95	$33.86	$108.09
88365	In situ hybrid (e.g. FISH), per specimen; initial single probe stain procedure	$187.67	$42.77	$144.90
88366	In situ hybridization (e.g. FISH), per specimen; each multiplex probe stain procedure	$290.05	$61.59	$228.46
88367	Morphometric analysis, in situ hybrid, computer-assist, per spec, initial single probe stain proc	$118.04	$33.12	$84.92
88368	Morphometric analysis, in situ hybrid, manual, per specimen, initial single probe stain proc	$147.65	$41.36	$106.29
88369	Morphometric analysis, in situ hybrid, manual, per spec, each add'l probe stain procedure	$126.85	$32.81	$94.04
88373	Morphometric analysis, in situ hybrid., computer-assist, per spec, each add'l probe stain proc	$70.91	$24.92	$45.99
88374	Morphometric analysis, in situ hybrid., computer-assist, per spec, each multiplex stain proc	$316.15	$42.36	$273.79
88377	Morphometric analysis, in situ hybrid., manual, per specimen, each multiplex stain procedure	$412.78	$63.20	$349.58
	EVALUATION AND MANAGEMENT SERVICES			
99202	New Patient - med approp hx/exam; straightforward decision making; 15-29 minutes	$74.00		
99203	New Patient - med approp hx/exam; low level decision making; 30-44 minutes	$114.21		
99204	New Patient - med approp hx/exam; moderate level decision making; 45-59 minutes	$169.25		
99205	New Patient - med appropr hx/exam; high level decision making; 60-74 minutes	$223.27		

	EVALUATION AND MANAGEMENT SERVICES, CONTINUED			
99211	Established Patient - Eval & Mgt, may not req presence of phys; presenting problem minimal	$23.96		
99212	Established Patient - med approp hx/exam; straightforward decision making; 10-19 minutes	$57.86		
99213	Established Patient - med approp hx/exam; low level decision making; 20-29 minutes	$92.06		
99214	Established Patient - med approp hx/exam; moderate level decision making; 30-39 minutes	$130.10		
99385	Initial comprehensive prev med eval & mgt - 18 to 39 yrs (pay at 99203 rate)	$114.21		
99386	Initial comprehensive prev med eval & mgt - 40 to 64 yrs (pay at 99203 rate)	$114.21		
99387	Initial comprehensive prev med eval & mgt - 65 yrs of age or older (pay at 99203 rate)	$114.21		
99395	Periodic comprehensive prev med eval & mgt - 18 to 39 yrs (pay at 99213 rate)	$92.06		
99396	Periodic comprehsnive prev med eval & mgt - 40 to 64 yrs (pay at 99213 rate)	$92.06		
99397	Periodic comprehensive prev med eval & mgt - 65 yrs of age or older (pay at 99213 rate)	$92.06		
	BCCP does not cover facility charges			
	* Prior authorization required - verify with referring Case Manager before submitting for reimbursement			

You can find our updated CPT Codes/Reimbursement Rates at https://www.dhhs.nh.gov/programs-services/disease-prevention/breast-cervical-cancer-program

Updated 7.1.2023

NH Healthy Lives
BREAST AND CERVICAL CANCER PROGRAM

Exhibit B-2
Cardiovascular Services Fee Schedule

NH Healthy Lives

Heart Program (WISEWOMAN)

Manual

Division of Public Health Services

NH Department of Health & Human Services

Updated 2/8/2024

SECTION 8: BILLING AND REIMBURSEMENT

NHHL-HP funds can only be used to reimburse for services outlined by CDC as approved procedures and up to the current Medicare reimbursement amounts. HBSS are also reimbursable services.

NHHL-HP Paid Services:

- Clinical laboratory tests at initial screening
- Risk reduction counseling session with medical professional
- A medical follow-up visit with provider regarding screening issues
- Nutritional counseling sessions (MNT) with a registered dietitian
- A follow-up office visit with medical provider following HBSS

• CPT/ HCPCS Code	Description	Non-Facility Fee	Facility Fee
Laboratory Tests			
36415	Collection of venous blood by venipuncture	$8.57	$8.57
80061	Lipid panel	$13.39	$13.39
82465	Cholesterol, serum or whole blood, total	$4.35	$4.35
83718	Lipoprotein, direct measurement; high density cholesterol (HDL cholesterol)	$8.19	$8.19
Tests to Assess Glucose and Diabetes			
80048	Basic metabolic panel	$8.46	$8.46
80053	Comprehensive metabolic panel	$10.56	$10.56
81002	Urinalysis, by dip stick or tablet reagent for bilirubin, glucose, hemoglobin, ketones, leukocytes, nitrite, pH, protein, specific gravity, urobilinogen, any number of these constituents	$3.48	$3.48
82947	Glucose; quantitative	$3.93	$3.93
82948	Glucose; blood, reagent strip	$5.04	$5.04
82951	Glucose tolerance test (GTT), three specimens	$12.87	$12.87
83036	Hemoglobin glycated (A1c)	$9.71	$9.71
85025	Complete Blood Count	$7.77	$7.77
Behavioral Health			
90832	Psychotherapy services rendered for 30 minutes by a licensed mental health provider*	$77.36	$67.20
90834	Psychotherapy services rendered for 45 minutes by a licensed mental health provider*	$102.08	$88.87

*Either 90832 **OR** 90834 can be billed for **one** time only.

Contractor Initials _____

Date _____

Nutrition Services Provided by a Registered Dietitian			
97802	Medical nutrition therapy; initial assessment and intervention, individual, face-to-face with the patient, each 15 minutes	$36.27	$31.53
97803	Re-assessment and intervention, individual, face-to-face with the patient, each 15 minutes	$31.62	$26.88
97804	Group (2 or more individuals), each 30 minutes	$16.61	$15.25
Pharmacist Services			
99605	Medication therapy management service(s) provided by a pharmacist, individual, face-to-face with patient, initial 15 minutes, with assessment, and intervention if provided; initial 15 minutes, new patient	$45.00	$45.00
99606	Initial 15 minutes, established patient	$20.00	$20.00
99607	Each additional 15 minutes (List separately in addition to code for the primary service) (Use 99607 in conjunction with 99605, 99606)	$10.00	$10.00
Education and Training for Patient Self-Management (prescribed by a physician or other qualified health professional)			
98960	Individual - Education and training for patient self-management by a qualified non-physician health care professional using a standardized curriculum, face-to-face with the patient (could include caregiver/family) each 30 minutes; individual patient; Bill in 30-minute units: limit 4 units per 24 hours; no more than 8 units per calendar month per recipient.	$19.44	$19.44
98961	Group - Education and training for patient self-management by a qualified non-physician health care professional using a standardized curriculum, face-to-face with the patient (could include caregiver/family) each 30 minutes; **2-4 patients**	$9.09	$9.09
98962	Group - Education and training for patient self-management by a qualified non-physician health care professional using a standardized curriculum, face-to-face with the patient (could include caregiver/family) each 30 minutes; **5-8 patients**	$6.56	$6.56
Telephone Services and Other Non-Face-to-Face Services			
98966	Telephone assessment and management service provided by a qualified non-physician health professional to an established patient: 5-10 minutes of medical discussion	$12.88	$11.19
98967	11-20 minutes	$23.73	$21.70

98968	21-30 minutes	$32.60	$30.23
Chronic Care Management Services			
99490	Chronic care management services, at least 20 minutes of clinical staff time directed by a physician or other qualified health care professional, per calendar month	$62.23	$49.02
99491	Chronic care management services, provided personally by a physician or other qualified health care professional, at least 30 minutes of physician or other qualified health care professional time, per calendar month	$83.88	$73.73
99487	Complex chronic care management services, with the following required elements: • Multiple (two or more) chronic conditions expected to last at least 12 months, or until the death of the patient • Chronic conditions place the patient at significant risk of death, acute exacerbation/ decompensation, or functional decline • Establishment or substantial revision of a comprehensive care plan • Moderate or high complexity medical decision making • 60 minutes of clinical staff time directed by a physician or other qualified health care professional, per calendar month	$133.90	$88.19
99489	Each additional 30 minutes of clinical staff time directed by a physician or other qualified health care professional, per calendar month	$72.05	$49.02
Chronic Care Remote Physiologic Monitoring			
99453	Remote monitoring of physiologic parameter(s) (e.g., weight, blood pressure, pulse oximetry, respiratory flow rate), initial; set-up and patient education on use of equipment Remote monitoring physiologic parameter setup	$20.23	$20.23
99454	Device(s) supply with daily recording(s) or programmed alert(s) transmission, each 30 days	$48.03	$48.03
99457	Remote patient monitoring treatment management services, clinical staff/physician/other qualified health care professional time in a calendar month requiring interactive communication with the patient/caregiver during the month; initial 20 minutes	$48.91	$29.28

Contractor Initials _____

Date _____

99458	Remote patient monitoring treatment management services, clinical staff/physician/other qualified health care professional time in a calendar month requiring interactive communication with the patient/caregiver during the month; additional 20 minutes	$39.10	$29.28
99473	SMBP using a device validated for clinical accuracy; patient education/training and device calibration	$14.51	$14.51
99474	separate self-measurements of two readings one minute apart, twice daily over a 30-day period (minimum of 12 readings), collection of data reported by the patient and/or caregiver to the physician or other qualified health care professional, with report of average systolic and diastolic pressures and subsequent communication of a treatment plan to the patient	$16.68	$8.56
99091	Collection and interpretation of physiologic data (e.g. ECG, blood pressure, glucose monitoring) digitally stored and/or transmitted by the patient and/or caregiver to the physician or other qualified healthcare professional, qualified by education, training, licensure/regulation (when applicable) requiring a minimum of 30 minutes of time, each 30 days.	$52.93	$52.93
Office Visits			
99202	New Patient - expanded history, exam, straightforward decision-making; 15-29 minutes	$72.08 (BCCP covered code as well)	$46.35
99203	New Patient - detailed history, exam, straightforward decision-making; 30-44 minutes	$110.93 (BCCP covered code as well)	$80.12
99204	New Patient - comprehensive history, exam, moderate complexity decision-making; 45-59 minutes	$166.00 (BCCP covered code as well)	$130.45
99205	New Patient - comprehensive history, exam, high complexity decision-making; 60-74 minutes	$218.77 (BCCP covered code as well)	$177.46
99211	Established Patient - evaluation and management, may not require presence of physician; 5 minutes	$23.46 (BCCP covered code as well)	$8.56

Contractor Initials _____

Date _____

99212	Established Patient - history, exam, straightforward decision-making; 10 minutes	$56.51 (BCCP covered code as well)	$34.50
99213	Established Patient - expanded history, exam, straightforward decision-making; 20-29 minutes	$90.54 (BCCP covered code as well)	$64.47
99214	Established Patient - expanded history, exam, straightforward decision-making; 30-39 minutes	$127.59 (BCCP covered code as well)	$95.09
Medical Team Conference and Consultation			
99366	Medical team conference, Direct (Face-to-Face) contact with patient and/or family, 30 minutes or more, participation by non-physician qualified health care professional. Team conference services of less than 30 minutes duration are not reported separately	$45.01	$45.01
Preventive Medicine Services - Office Visits			
99386	New patient: Initial comprehensive preventive medicine evaluation and management - history, examination, counseling/guidance, risk factor reduction, ordering of appropriate laboratory/diagnostic procedures - 35 -64 years	$114.21 (BCCP covered code as well)	$114.21
99396	Established patient: Periodic comprehensive preventive medicine evaluation and management - history, examination, counseling/guidance, risk factor reduction, ordering of appropriate laboratory/diagnostic procedures - 35 -64 years	$92.06 (BCCP covered code as well)	$92.06
99401	Preventive medicine counseling and/or risk factor reduction intervention(s) provided to an individual: 15 minutes	$35.00	$35.00
99402	Preventive medicine counseling and/or risk factor reduction intervention(s) provided to an individual: 30 minutes	$65.00	$65.00
99403	Preventive medicine counseling and/or risk factor reduction intervention(s) provided to an individual: 45 minutes	$90.00	$90.00
99404	Preventive medicine counseling and/or risk factor reduction intervention(s) provided to an individual: 60 minutes	$120.00	$120.00
99406	Preventive Medicine Tobacco Use Cessation: Smoking and tobacco use cessation counseling visit; intermediate, greater than 3 minutes up to 10 minutes	$14.54	$11.49

99407	Preventive Medicine Tobacco Use Cessation: Smoking and tobacco use cessation counseling visit; intermediate, greater than 10 minutes	$27.03	$24.32
99411	Preventive medicine counseling and/or risk factor reduction intervention(s) provided to individuals in a group setting; 30 minutes	$13.10	$5.99
99412	Preventive medicine counseling and/or risk factor reduction intervention(s) provided to individuals in a group setting; 60 minutes	$22.69	$16.07
G0108	Diabetes management training per individual (DSMES)	$54.01	$54.01
G0109	Diabetes management training per individual, group setting (DSMES)	15.59	$15.59
Other Preventive Services, Telephone and Internet Services			
99420	Administration and interpretation of health risk assessment instrument	$75.00	$75.00
99441	Telephone evaluation and management service by a physician or other qualified health professional who may report evaluation and management services provided to an established patient, not originating from a related evaluation and management service provided within the previous 7 days nor leading to an evaluation and management service or procedure within the next 24 hours or soonest available appointment; 5-10 minutes of medical discussion	$56.22	$34.21
99442	Telephone evaluation and management service by a physician or other qualified health professional who may report evaluation and management services provided to an established patient, not originating from a related evaluation and management service provided within the previous 7 days nor leading to an evaluation and management service or procedure within the next 24 hours or soonest available appointment; 11-20 minutes of medical discussion	$90.24	$64.17
99443	Telephone evaluation and management service by a physician or other qualified health professional who may report evaluation and management services provided to an established patient, not originating from a related evaluation and management service provided within the previous 7 days nor leading to an evaluation and management service or		

Contractor Initials _____

Date _____

	procedure within the next 24 hours or soonest available appointment; 21-30 minutes of medical discussion	$127.59	$95.09

ICD-10 Codes

The following ICD-10 codes are approved for NHHL-HP use:

E10.8 Type 1 diabetes mellitus: Type 1 diabetes mellitus with unspecified complications

E10.9 Type 1 diabetes mellitus: Type 1 diabetes mellitus without complications

E11.42 Type 2 Diabetes Mellitus with Diabetic Polyneuropathy

E11.65 Type 2 diabetes mellitus with hyperglycemia

E11.69 Type 2 diabetes mellitus with other specified complication

E11.8 Type 2 diabetes mellitus with unspecified complications

E11.9 Type 2 diabetes mellitus without complications

E13.65 Other specified diabetes mellitus with hyperglycemia

E13.69 Other diabetes mellitus with other specified complication

E13.8 Other diabetes mellitus with unspecified complications

E13.9 Other specified diabetes mellitus without complications

E66.01 Morbid (severe) obesity due to excess calories

E66.09 Other obesity due to excess calories

E66.1 Drug-induced obesity

E66.3 Overweight

E66.8 Other obesity

E66.9 Obesity, unspecified

E75.6 Lipid storage disorder, unspecified

E78.00 Pure hypercholesterolemia

E78.1 Disorders of lipoprotein metabolism and other lipidemias: Pure hyperglyceridemia

E78.2 Mixed hyperlipidemia

E78.3 Hyperchylomicronemia

E78.4 Other hyperlipidemia

E78.5 Hyperlipidemia, unspecified

E78.6 Lipoprotein deficiency

E78.70 Disorder of bile acid and cholesterol metabolism, unspecified

E78.9 Disorder of lipoprotein metabolism, unspecified

F17.200 Nicotine dependence, unspecified, uncomplicated

F17.201 Nicotine dependence, unspecified, in remission

F17.203 Nicotine dependence unspecified, with withdrawal

F17.208 Nicotine dependence, unspecified, with other nicotine-induced disorders

F17.209 Nicotine dependence, unspecified, with unspecified nicotine-induced disorders

F17.210 Nicotine dependence, cigarettes, uncomplicated

F17.211 Nicotine dependence, cigarettes, in remission

F17.213 Nicotine dependence, cigarettes, with withdrawal

F17.218 Nicotine dependence, cigarettes, with other disorders

F17.219 Nicotine dependence, cigarettes, with unspecified disorders

F17.220 Nicotine dependence, chewing tobacco, uncomplicated

F17.221 Nicotine dependence, chewing tobacco, in remission

F17.223 Nicotine dependence, chewing tobacco, with withdrawal

F17.228 Nicotine dependence, chewing tobacco, with other disorders

F17.229 Nicotine dependence, chewing tobacco, with unspecified disorders

F17.290 Nicotine dependence, other tobacco product, uncomplicated

F17.291 Nicotine dependence, other tobacco product, in remission

F17.293 Nicotine dependence, other tobacco product, with withdrawal

F17.298 Nicotine dependence, other tobacco product, with other disorders

F17.299 Nicotine dependence, other tobacco product, with unspecified disorders

I10 Essential (primary) hypertension

I47.1 Supraventricular tachycardia

I49.2 Junctional premature depolarization

R03.0 Elevated blood-pressure reading, w/o diagnosis of htn

Contractor Initials _____

Date _____

R63.1 Symptoms and signs concerning food and fluid intake: Polydipsia

R73.01 Impaired fasting glucose

R73.02 Impaired glucose tolerance (oral)

R73.03 Prediabetes

R73.09 Other abnormal glucose

R73.9 Hyperglycemia, unspecified

Z00.00 Encounter for general adult medical exam w/o abnormal findings

Z00.01 Encounter for general adult medical exam with abnormal findings

Z01.30 Encounter for other special examination without complaint, suspected or reported diagnosis: Encounter for examination of blood pressure without abnormal findings

Z01.31 Encounter for other special examination without complaint, suspected or reported diagnosis: Encounter for examination of blood pressure with abnormal findings

Z13.1 Encounter for screening for diabetes mellitus

Z13.220 Encounter for screening for lipid disorders

Z13.6 Encounter for screening for cardiovascular disorders

Z71.9 Counseling, unspecified

Z72.3 Lack of physical exercise

Z72.4 Inappropriate diet and eating habits

Z82.41 Family history of certain disabilities and chronic diseases (leading to disablement): Family history of ischemic heart disease and other diseases of the circulatory system: Family history of sudden cardiac death

Z82.49 Family history of certain disabilities and chronic diseases (leading to disablement): Family history of ischemic heart disease and other diseases of the circulatory system

Z83.3 Family history of other specific disorders: Family history of diabetes mellitus

Z86.32 Personal history of certain other diseases: Personal history of endocrine, nutritional and metabolic diseases: Personal history of gestational diabetes

Z87.891 Personal history of nicotine dependence

Contractor Initials _____

Date _____

Appendix C-2
Diabetes and Arthritis Fee Schedule

NH Healthy Lives

Title	Code	Description	Fee
Social Determinants of Health (SDOH) Risk Assessment	G0136	Administration of a standardized, evidence-based SDOH assessment, 5–15 minutes, not more often than every 6 months	$19.05
Community Health Integration (CHI) Services	G0019	CHI Services to provide tailored support and system navigation to help address unmet social needs, 60 minutes per calendar month	$80.51
Community Health Integration (CHI) Services	G0022	CHI Services, each additional 30 minutes per calendar month	$50.12
Principal Illness Navigation (PIN)	G0023	Principal illness navigation services, 60 minutes per calendar month	$80.51
Principal Illness Navigation (PIN)	G0024	Principal illness navigation services, additional 30 minutes per calendar month	$50.12
Principal Illness Navigation (PIN) - Peer Support	G0140	Principal illness navigation, peer support, 60 minutes per calendar month	$80.51
Principal Illness Navigation (PIN) - Peer Support	G0146	Principal illness navigation, peer support, additional 30 minutes per calendar month	$50.12

New Hampshire Department of Health and Human Services

Exhibit A

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 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 request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a 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.).

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

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

New Hampshire Department of Health and Human Services
Exhibit B – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by contractors (and by inference, sub- contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each Agreement during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-6505

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The Contractor's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

New Hampshire Department of Health and Human Services
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SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

New Hampshire Department of Health and Human Services
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SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. Have not within a three-year period preceding this proposal (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

New Hampshire Department of Health and Human Services
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SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

New Hampshire Department of Health and Human Services
Exhibit B – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services
Exhibit B – Federal Requirements

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this Agreement, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

New Hampshire Department of Health and Human Services
Exhibit B – Federal Requirements

SECTION F: CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub award or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

New Hampshire Department of Health and Human Services
Exhibit B – Federal Requirements

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is:_____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____NO _____YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____NO _____YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name:

_____ _____
Date: Name:
Title:

NOV03'20 PM 2:51 RCVD

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

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 2, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend the existing provider agreement template for the Breast & Cervical Cancer Program (BCCP) to include additional optional services for cardiovascular screening and to change the program name to the New Hampshire Healthy Lives, by increasing the price limitation by $1,919,080 from $1,838,160 to $3,757,240 and by extending the completion date from June 30, 2022, to June 30, 2024, effective upon Governor and Council approval. 63% Federal Funds. 37% General Funds.

The original contract was approved by Governor and Council on November 14, 2018, item #20.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, and 2024, 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. There are two Federal grants that support this contract the Cancer Prevention and Control Program for State, Territorial and Tribal organizations grant and the Well-Integrated Screening and Evaluation for Woman Across the Nation (WISEWOMAN) grant. The grant for Cancer Prevention and Control Program for State, Territorial and Tribal organizations requires maintenance of effort of $170,000 from General Funds each State Fiscal year. If the matching requirement is not met, the Department will lose $1,158,160 in federal funding.

See attached fiscal details.

EXPLANATION

The purpose of this request is to modify the Breast and Cervical Cancer Program provider agreement template to include the option of providing cardiovascular services to women who qualify for breast and cervical cancer screening services. This request also seeks to change the name of the expanded program to the New Hampshire Healthy Lives Program, which more accurately reflects the variety of clinical services available through the program. The New Hampshire Healthy Lives Program includes the following services: breast and cervical cancer screening and diagnostic services, cardiovascular services, diagnostic follow-up, and management services. The goal of New Hampshire Health Lives Program is to reduce morbidity and mortality from chronic disease in New Hampshire, which is accomplished by enrolling clients for screening and diagnostic tests who would not otherwise have access to these services.

The New Hampshire Healthy Lives Program reaches clients who are uninsured or under-insured and living at or below 250% of the federal poverty level, between the ages of 21 and 64. Approximately 14,900 women will be served from November 14, 2020, to June 30, 2024. Extending these agreements through June 30, 2024, will allow for enrollment of providers through the end of the WISEWOMAN grant funding in State Fiscal Year 2024.

Enrolling all eligible providers through the Provider Agreement approval process is the best way to ensure access for all New Hampshire residents who require screening and diagnostic services. The New Hampshire Healthy Lives Program would like to offer all 22 current qualified providers the opportunity to serve participants in their service area, in addition to qualified providers that want to apply. Any provider registered and in good standing with the New Hampshire Secretary of State's Office will be eligible to participate in this program after completing the Provider Agreement for the New Hampshire Healthy Lives Program.

The Department will monitor contracted services using the following performance measures:

- 75% of all mammograms will be provided to program eligible women age 50-64 at all provider screening sites.
- 25% of all mammograms will be provided to eligible women under age 50 at all provider screening sites.
- 20% of newly enrolled women eligible for pap tests who have never had a pap test or have not had a pap test in over five years at all provider screening sites.
- 85% of women who complete a cardiovascular screening are referred to a health behavior support service.
- 60% of women who are referred to health coaching of lifestyle program attend at least one session.
- 60% of women who participate in a healthy behavior support service meet the completion criteria for that service.
- 30% of women return for a follow-up or rescreening visit for cadriovascular risk.
- 90% of all data entry for required program data is completed within 30 days of the procedure.

Should the Governor and Council not authorize this request, the Department's ability to provide breast and cervical cancer screening and diagnostic services, chronic disease screening, diagnostic follow-up, and management services will be significantly diminished.

Area served: Statewide

Source of Funds: CFDA #93.436 FAIN #NU58DP006836, CFDA# 93.898 FAIN# NU58DP006298 and General Funds.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

New Hampshire Healthy Lives Program
SS-2019-DPHS-14-BCCPA-A01
Fiscal Details

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES,COMPREHENSIVE CANCER 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	90080081	$459,540	($170,000)	$289,540
2020	102-500731	Contracts for Prog Svc	90080081	$459,540	($170,000)	$289,540
2021	102-500731	Contracts for Prog Svc	90080081	$459,540	($170,000)	$289,540
2022	102-500731	Contracts for Prog Svc	90080081	$459,540	($170,000)	$289,540
2023	102-500731	Contracts for Prog Svc	90080081	$0	$289,540	$289,540
2024	102-500731	Contracts for Prog Svc	90080081	$0	$289,540	$289,540
			Subtotal	***$1,838,160***	***($100,920)***	***$1,737,240***

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, COMPREHENSIVE CANCER 100% GENERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	601-500931	State Fund Match	90080007	$0	$170,000	$170,000
2020	601-500931	State Fund Match	90080007	$0	$170,000	$170,000
2021	601-500931	State Fund Match	90080007	$0	$170,000	$170,000
2022	102-500731	Contracts for Prog Svc	90080007	$0	$170,000	$170,000
2023	102-500731	Contracts for Prog Svc	90080007	$0	$170,000	$170,000
2024	102-500731	Contracts for Prog Svc	90080007	$0	$170,000	$170,000
			Subtotal	***$0***	***$1,020,000***	***$1,020,000***

New Hampshire Healthy Lives Program
SS-2019-DPHS-14-BCCPA-A01
Fiscal Details

05-95-90-902010-70450000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, Bureau of Population Health and Community Services, WISEWOMAN (Well-Integrated Screening and Evaluation for Woman Across the Nation 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90007045	$0	$250,000	$250,000
2022	102-500731	Contracts for Prog Svc	90007045	$0	$250,000	$250,000
2023	102-500731	Contracts for Prog Svc	90007045	$0	$250,000	$250,000
2024	102-500731	Contracts for Prog Svc	90007045	$0	$250,000	$250,000
			Subtotal	***$0***	***$1,000,000***	***$1,000,000***
			Total	**$1,838,160**	**$1,919,080**	**$3,757,240**

New Hampshire Department of Health and Human Services
New Hampshire Healthy Lives Program

PROVIDER AGREEMENT

This Agreement dated this _____ day of_____ 20_____, is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, Chronic Disease Prevention and Screening Program (hereinafter referred to as the "State") and _____ (Vendor #_____), with a principal place of business of _____, (hereinafter referred to as the "Contractor"). This Agreement is effective upon the signature of both parties and the completion date is June 30, 2024, unless terminated earlier in accordance with Section 9 below.

WHEREAS, the State seeks to enter into a Provider Agreement for the provision of chronic disease screening, diagnostic follow-up, and management services (i.e., chronic disease services);

WHEREAS, the Contractor seeks to provide chronic disease services in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 The Contractor shall provide breast and cervical services, and may provide cardiovascular disease prevention and management services to eligible clients as required by the NH Healthy Lives Program (hereinafter referred to as "NHHLP");

1.2 The Contractor shall identify staff members who will be responsible for NHHLP enrollment, data submission, and reporting.

1.3 The Contractor shall determine eligibility for NHHLP services. In order for the Contractor to determine that a client is eligible for enrollment in the NHHLP, a client must be:

1.3.1 Between the ages of 21-64;

1.3.2 65 years or older, if Ineligible for Medicare or not enrolled in Medicare Part B;

1.3.3 Living at or below 250% of poverty according to the federal poverty guidelines;

1.3.4 Uninsured or have a deductible or co-payment; and

1.3.5 A New Hampshire resident (or York county, or bordering town of Maine); and

1.4 For each NHHLP client enrolled by the Contractor, the Contractor shall complete the following forms provided by the State:

1.4.1 Enrollment Form;

1.4.2 Informed Consent Form;

1.4.3 Screening Data Reporting Form;

1.4.4 Diagnostic Data Reporting Form, if applicable;

1.4.5 Reporting on engagement in any health coaching or healthy behavior support services, if applicable;

1.4.6 Medicaid Form, if applicable.

1.5 The Contractor shall submit the Enrollment Form referenced in Section 1.4.1 above to the NHHLP within one week of the client's screening appointment.

1.6 For each NHHLP client enrolled by the Contractor who is referred for further procedures as a result of an abnormal clinical breast exam or mammogram, the Contractor shall complete a Breast Cancer Diagnostic and Treatment Reporting Form provided by the NHHLP. The Contractor shall forward this form to the NHHLP within one week of determining the final disposition.

1.7 The Contractor shall retain the original copy of the Informed Consent Form referenced in Section 1.4.2 above and shall provide a copy to the client. A copy shall also be provided to the NHHLP upon request.

1.8 The Contractor shall submit the Screening Data Reporting Form referenced in Section 1.4.3 above to the NHHLP within one week of receiving the client's screening results.

1.9 For each NHHLP client enrolled by the Contractor who is referred for further procedures as a result of an abnormal Pap test, the Contractor shall complete a Cervical Cancer Diagnostic and Treatment Data Reporting Form provided by the NHHLP. The Contractor shall forward this form to the NHHLP within one week of determining the final disposition.

1.10 In the event the Contractor provides cardiovascular services, the Contractor shall:

1.10.1 For each NHHLP client enrolled by the Contractor who is referred for further health coaching or healthy behavior support services as a result of an abnormal cardiovascular risk test.

1.10.2 Complete a Cardiovascular Risk Assessment and Counseling Reporting Form provided by the NHHLP.

1.10.3 Forward this form to the NHHLP within one week of determining the final disposition.

1.11 The Contractor shall ensure that clients enrolled only for diagnostic procedures meet all eligibility requirements of the NHHLP.

1.12 The Contractor shall enroll clients only for diagnostic testing if:

1.12.1 The client has a symptom, found either by the client or by a provider, and the client was not enrolled in NHHLP at the time; or

1.12.2 The client received an abnormal screening test that is not funded by the NHHLP and the client requires additional follow-up.

1.13 The Contractor shall provide case management for all clients enrolled for diagnostic procedures, from the definitive diagnosis through treatment and follow up.

1.14 The Contractor shall comply with the terms, policies and reporting requirements contained in the NHHLP Policy and Procedures Manual, which may be accessed at the following address: https://www.dhhs.nh.gov/dphs/cdpc/documents/nhhlp-policy-procedure-manual.

2. FEE SCHEDULE AND PAYMENT CONDITIONS

2.1 The Contractor shall complete and submit to the NHHLP all required documentation described in Section 1.4 above.

2.2 The Contractor shall complete billing in accordance with Current Procedural

Terminology (CPT) codes, as specified by the State in a Fee Schedule, which shall be reviewed and adjusted by the State annually. The State shall provide the Contractor with a copy of each revised Fee Schedule.

2.3 The Contractor shall submit either a CMS-1500 form or a UB-04 or a mutually agreed upon billing form to the State.

2.4 The Contractor agrees not to balance bill clients for services provided by the NHHLP.

2.5 The Contractor shall mail, fax or email all invoices and required billing forms to the State at the following address:

NH Healthy Lives Program
Division of Public Health Services
Attention: Billing
29 Hazen Drive, Concord, NH 03301-6504
(603) 271-0539 (facsimile)
DPHScontractbilling@dhhs.nh.gov

3. CONDITIONAL NATURE OF AGREEMENT

3.1 The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple vendors, and that no funds will be paid to the Contractor once the price limitation is reached.

3.2 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part under this Agreement are contingent upon the continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds.

3.3 In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source in the event funds in that Account are reduced or unavailable.

4. PERSONNEL

4.1 The Contractor shall, at its own expense, provide all personnel necessary to perform the Services in this Agreement. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

5. COMPLIANCE WITH LAWS AND REGULATIONS

5.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including but not limited to, the Health Insurance Portability and Accountability Act, HIPAA; Pub. L. I 04-191, 110 Stat. 1936 (1996), the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, and civil rights and equal opportunity laws.

During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

6. DATA MANAGEMENT REQUIREMENTS AND EXHIBITS INCORPORATED

6.1 The Contractor shall manage all confidential information and confidential data related to this Agreement.in accordance with the terms of Exhibit A, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

6.2 The Contractor shall also comply with Exhibits B through G, which are attached hereto and incorporated by reference herein.

7. ASSIGNMENT/DELEGATION/SUBCONTRACTS

7.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

7.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

8. LANGUAGE ASSISTANCE SERVICES

8.1 The Contractor shall provide language assistance services to any clients referred by the NHHLP who have limited English proficiency and/or a hearing impairment.

9. RIGHT OF TERMINATION/EVENT OF DEFAULT

9.1 This Agreement may be terminated by either party for any reason by providing a thirty (30) day written notice to the other party

9.2 Any one of the following acts or omissions of the Contractor shall constitute an "Event of Default:"

9.1.1 Failure to perform the Services satisfactorily or on schedule;

9.1.2 Failure to submit any reports required in this Agreement;

9.1.3 Failure to perform any other covenant, term, or condition of this Agreement.

9.3 Upon the occurrence of any Event of Default, the Department may take any one of the following actions:

9.3.1 Give the Contractor a written notice specifying the Event of Default, and requiring it to be remedied within thirty (30) days from the date of the notice; and if the Event of Default is not remedied timely, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

9.3.2 Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9.3.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

10. INDEMNIFICATION

10.1 Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 10. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 10 shall survive the termination of this Agreement.

11. INSURANCE

11.1 General Liability: The Contractor shall, at its sole expense, obtain and maintain in force comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate

11.2 Worker's Compensation: By signing this Agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of NH RSA Chapter 281-A.

12. CHOICE OF LAW AND FORUMM

12.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

13. CONTRACTOR'S RELATION TO THE STATE

13.1. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees

14. ENTIRE AGREEMENT

14.1 This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
New Hampshire Healthy Lives Program

DocuSigned by:
Lisa M. Morris
D93ADBE89CA54A0...

10/12/2020

Lisa Morris, Director
NH Division of Public Health Services

Date

Lori Shibinette, Commissioner
NH Department of Health and Human Services

Date

The preceding Provider Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/13/2020

Date

DocuSigned by:
[signature]

Name: Tatiana Rakhmanova
Title: attorney

I hereby certify that the preceding Provider Agreement was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Exhibit A

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

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

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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

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.).

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

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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Section 1.1.
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here..

Contractor Name:

Date

Name:
Title:

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name:

Date

Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

Date

Name:
Title:

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

Date

Name:
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

Date

Name:
Title:

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

Name:
Title:

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 22, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Breast & Cervical Cancer Program (BCCP), to make unencumbered payments not to exceed $1,838,160 to statewide providers that enter into service agreements with the BCCP to provide breast and cervical cancer screening and diagnostic services, effective upon the date of Governor and Council approval, whichever is later, through June 30, 2022. 63% Federal Funds. 37% General Funds.

Funds are available in the following account for SFY 2019, and are anticipated to be available in SFY 2020, SYF 2021, and SFY 2022, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without approval from Governor and Executive Council, if needed and justified.

05-95-90-Activity# 902010-Accounting Unit#56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, Bureau of Population Health and Community Services, Comprehensive Cancer.

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 19	102/500731	Contracts for Prog Svc	90080081	$459,540
SFY 20	102/500731	Contracts for Prog Svc	90080081	$459,540
SFY 21	102/500731	Contracts for Prog Svc	90080081	$459,540
SYF 22	102/500731	Contracts for Prog Svc	90080081	$459,540
			Total	**$1,838,160**

EXPLANATION

The goal of the Breast and Cervical Cancer Program (BCCP) is to reduce morbidity and mortality from breast and cervical cancer in New Hampshire. This goal is accomplished by enrolling clients for screening and diagnostic tests who would not otherwise have access to these services. The

BCCP has been providing screening statewide since 1997, as authorized by the Breast and Cervical Cancer Mortality Prevention and Treatment Act.

The BCCP provides support for breast and cervical cancer screening services that include clinical examinations, pap smears and referral for mammography. The intended audience for the services is clients who are uninsured or under-insured and living at or below 250% of the federal poverty level, between the ages of 21 and 64. Through this program, clients found to have abnormal screening results following their testing receive additional coverage for diagnostic work-up. If necessary, their care is coordinated through the initiation of treatment. Clients are encouraged to return for screening per the United States Preventive Services Task Force Guidelines and to re-enroll in the BCCP if they continue to meet the eligibility criteria. The BCCP program is also a Medicaid pathway to allow those diagnosed through the program to become Medicaid eligible if certain criteria are met.

In 2014, cancer was the leading cause of death in New Hampshire. Breast cancer incidence rates in the state continue to be higher than the national levels, with New Hampshire ranking second highest in the country. Breast cancer is the most frequently diagnosed cancer among women in New Hampshire and in the United States.

Cervical cancer is one of the only preventable cancers when abnormal cells are found through a Pap test. The majority of women in New Hampshire receive routine screening for cervical cancer (85.3%) and New Hampshire is the state with the lowest incidence rate of cervical cancer. Nearly 77% of cervical cancers are diagnosed at the localized stage when the five-year survival rate is 91.3%. Equally important are the number of precancerous cells detected and removed prior to the development of cervical cancer. The early detection of breast and cervical cancer through screening greatly improves cancer patients' survival.

Between State Fiscal Years 2014 and 2018, 12,330 clients received services through the BCCP; 136 were diagnosed with breast cancer and 104 were diagnosed with cervical cancer. The Department seeks to continue to deliver breast and cervical cancer screening services statewide. Currently, there are twenty-two providers that have demonstrated reliable, effective and timely services.

The BCCP publishes a list of allowable Current Procedural Terminology (CPT) codes that providers may bill for clients enrolled in the program based on guidance from the Centers for Disease Control and Prevention (CDC). Rates for reimbursement of specific CPT codes are revised annually by the Centers for Medicare and Medicaid (CMS) and updated for the BCCP. Enrolled providers must submit required data related to enrolled clients and claim forms to the Department. Program staff review enrollment eligibility and data forms to ensure accuracy prior to authorizing the payment of all claims. All program enrollee data and billing information are entered into Med-IT, a web-based data and billing system, that has an interface to NH First. Med-IT has built-in functionality to audit for current provider agreements, remaining account balances, and completeness of enrollment and clinical data prior to payment for services. BCCP reimburses providers only for services actually provided. Once the total grant funds are expended for each fiscal year, no payments are made to any provider.

Soliciting competitive bids for these services through a Request for Proposals (RFP) process was not considered, as offering these services should be available to any provider who qualifies. In limiting the receipt of services to only those providers who have been approved through the RFP process, the Department would be limiting the provider network in most services areas. Enrolling all eligible providers through the Provider Agreement approval process is the best way to ensure access for all New Hampshire residents who require screening and diagnostic services for breast and cervical

cancer. The BCCP would like to offer all qualified providers the opportunity to serve participants in their service area. Any provider registered and in good standing with the New Hampshire Secretary of State's Office will be eligible to participate in this program after completing the Provider Agreement for the Breast and Cervical Cancer Program.

The Division of Public Health Services is requesting authority to make unencumbered payments to the participating providers that choose to engage in this joint effort, in accordance with the attached Provider Agreement that has been reviewed and approved by the Attorney General's Office. Given the large number of potential providers, and the efficient billing process that has already been established through Med-IT, this requested action will result in a more streamlined and efficient contracting process, which will prevent delays in the delivery of such important screening and diagnostic services.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2022, and the Department shall not be liable for any payments for services provided after June 30, 2022.

Should the Governor and Executive Council not authorize this Request, the Department's ability to provide access to breast and cervical cancer and diagnostic services will be significantly diminished.

The following deliverables/performance measures/objectives will be used to measure the effectiveness of the Provider Agreements:

- 75% of all mammograms will be provided to program eligible women age 50-64 at all provider screening sites;
- 25% of all mammograms will be provided to eligible women under age 50 at all provider screening sites;
- 20% of newly enrolled women eligible for pap tests who have never had a pap test or have not had a pap test in over five years at all provider screening sites.

Area served: Statewide.

Source of Funds: 63% Federal funds from the Centers for Disease Control and Prevention (CDC). 37% General Funds.

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

Respectfully submitted,

Lisa M. Morris
Director

Approved by:

Jeffrey A. Meyers
Commissioner

PROVIDER AGREEMENT

This Agreement dated this _____ day of_____ 20_____, is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, Breast and Cervical Cancer Program (hereinafter referred to as the "State") and _____ (Vendor #_____), with a principal place of business of _____, (hereinafter referred to as the "Contractor"). This Agreement is effective upon the signature of both parties and the completion date is June 30, 2022, unless terminated earlier in accordance with Section 9 below.

WHEREAS, the State seeks to enter into a Provider Agreement for the provision of breast and cervical cancer screening and diagnostic services;

WHEREAS, the Contractor seeks to provide breast and cervical cancer screenings and diagnostic services in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 The Contractor shall provide breast and cervical cancer screening services and diagnostic services to eligible clients as required by the State's Breast and Cervical Cancer Program (hereinafter referred to as "BCCP");

1.2 The Contractor shall identify staff members who will be responsible for BCCP enrollment, data submission, and reporting.

1.3 The Contractor shall determine eligibility for breast and cervical cancer screening services. In order for the Contractor to determine that a client is eligible for enrollment in the BCCP, a client must be:

1.3.1 Between the ages of 21-64;
1.3.2 Living at or below 250% of poverty according to the federal poverty guidelines;
1.3.3 Uninsured or have a deductible or co-payment;
1.3.4 A New Hampshire resident (or York county, or bordering town of Maine); and
1.3.5 Ineligible for Medicare or not enrolled in Medicare Part B, if 65 years or older.

1.4 For each BCCP client enrolled by the Contractor, the Contractor shall complete the following forms provided by the State:

1.4.1 Enrollment Form;
1.4.2 Informed Consent Form;
1.4.3 Screening Data Reporting Form;
1.4.4 Diagnostic Data Reporting Form, if applicable;
1.4.5 Medicaid Form, if applicable.

1.5 The Contractor shall submit the Enrollment Form referenced in Section 1.4.1 above to the BCCP within one week of the client's screening appointment.

1.6 The Contractor shall retain the original copy of the Informed Consent Form referenced in Section 1.4.2 above and shall provide a copy to the client. A copy shall also be provided to the BCCP upon request.

1.7 The Contractor shall submit the Screening Data Reporting Form referenced in Section 1.4.3 above to the BCCP within one week of receiving the client's screening results.

1.8 For each BCCP client enrolled by the Contractor who is referred for further procedures as a result of an abnormal Pap test, the Contractor shall complete a Cervical Cancer Diagnostic and Treatment Data Reporting Form provided by the BCCP. The Contractor shall forward this form to the BCCP within one week of determining the final disposition.

1.9 For each BCCP client enrolled by the Contractor who is referred for further procedures as a result of an abnormal clinical breast exam or mammogram, the Contractor shall complete a Breast Cancer Diagnostic and Treatment Reporting Form provided by the BCCP. The Contractor shall forward this form to the BCCP within one week of determining the final disposition.

1.10 The Contractor shall ensure that clients enrolled only for diagnostic procedures meet all eligibility requirements of the BCCP.

1.11 The Contractor shall enroll clients only for diagnostic testing if:

1.11.1 The client has a symptom, found either by the client or by a provider, and the client was not enrolled in BCCP at the time; or

1.11.2 The client received an abnormal screening test that is not funded by the BCCP and the client requires additional follow-up.

1.12 The Contractor shall provide case management for all clients enrolled for diagnostic procedures, from the definitive diagnosis through treatment and follow up.

1.13 The Contractor shall comply with the terms, policies and reporting requirements contained in the NH BCCP Policy and Procedures Manual, which may be accessed at the following address: https://www.dhhs.nh.gov/dphs/cdpc/documents/bccp-policy-procedure-manual.

2. FEE SCHEDULE AND PAYMENT CONDITIONS

2.1 The Contractor shall complete and submit to the BCCP all required documentation described in Section 1.4 above.

2.2 The Contractor shall complete billing in accordance with Current Procedural Terminology (CPT) codes, as specified by the State in a Fee Schedule, which shall be reviewed and adjusted by the State annually. The State shall provide the Contractor with a copy of each revised Fee Schedule.

2.3 The Contractor shall submit either a CMS-1500 form or a UB-04 or a mutually agreed upon billing form to the State.

2.4 The Contractor agrees not to balance bill clients for services provided by the BCCP.

2.5 The Contractor shall mail, fax or email all invoices and required billing forms to the State at the following address:

Breast and Cervical Cancer Program
Division of Public Health Services
Attention: Billing
29 Hazen Drive, Concord, NH 03301-6504
(603) 271-0539 (facsimile)
DPHScontractbilling@dhhs.nh.gov

3. CONDITIONAL NATURE OF AGREEMENT

3.1 The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple vendors, and that no funds will be paid to the Contractor once the price limitation is reached.

3.2 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part under this Agreement are contingent upon the continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds.

3.3 In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination.

4. PERSONNEL

4.1 The Contractor shall, at its own expense, provide all personnel necessary to perform the Services in this Agreement. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

5. COMPLIANCE WITH LAWS AND REGULATIONS

5.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including but not limited to, the Health Insurance Portability and Accountability Act, HIPAA; Pub. L. I 04-191, 110 Stat. 1936 (1996), the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, and civil rights and equal opportunity laws.

6. DATA MANAGEMENT REQUIREMENTS

6.1 The Contractor shall manage all confidential information and confidential data related to this Agreement in accordance with the terms of Exhibit A, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

7. ASSIGNMENT/DELEGATION/SUBCONTRACTS

7.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the services shall be subcontracted by the Contractor without the prior written notice and consent of the Department.

8. LANGUAGE ASSISTANCE SERVICES

8.1 The Contractor shall provide language assistance services to any clients referred by the BCCP who have limited English proficiency and/or a hearing impairment.

9. RIGHT OF TERMINATION

9.1 Any one of the following acts or omissions of the Contractor shall constitute an "Event of Default:"

9.1.1 Failure to perform the Services satisfactorily or on schedule;

9.1.2 Failure to submit any reports required in this Agreement;

9.1.3 Failure to perform any other covenant, term, or condition of this Agreement.

9.2 Upon the occurrence of any Event of Default, the Department may take any one of the following actions:

9.2.1 Give the Contractor a written notice specifying the Event of Default, and requiring it to be remedied within thirty (30) days from the date of the notice; and if the Event of Default is not remedied timely, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

9.2.2 Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9.2.3 This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party.

10. INDEMNIFICATION

10.1 The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, or arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State and shall survive the termination of this Agreement.

11. INSURANCE

11.1 General Liability: The Contractor shall, at its sole expense, obtain and maintain in force comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

11.2 Worker's Compensation: By signing this Agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of NH RSA Chapter 281-A.

12. CONSTRUCTION AND AGREEMENT AND TERMS

12.1 This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

13. CONTRACTOR'S RELATION TO THE STATE

13.1 In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

14. ENTIRE AGREEMENT

14.1 This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

New Hampshire Department of Health and Human Services
Provider Agreement for the Breast and Cervical Cancer Program

Lisa Morris, Director
NH Division of Public Health Services

10/25/18
Date

Jeffrey A. Meyers, Commissioner
NH Department of Health and Human Services

10/25/18
Date

The preceding Provider Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

10/30/18
Date

OFFICE OF THE ATTORNEY GENERAL

Name: Megan A. York
Title: Attorney

I hereby certify that the preceding Provider Agreement was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
DHHS Security Requirements
Exhibit A

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 as "Computer Security Incident" in Section 2.1 of NIST Publication 800-61 Rev. 2, Computer Security Incident Handling Guide.

3. "Confidential Information" or "Confidential Data" means all information owned, managed, created, received from, or on behalf of, the Department of Health and Human Services (DHHS) that is protected by information security, privacy or confidentiality rules and state and federal laws.

4. "End User" means any person or entity (e.g. contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data or derivative therefrom in accordance with the terms of this Provider Agreement.

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 successful attempts) 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 documents or mail.

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 or Confidential Data.

8. "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.

9. "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.

10. "Virtual Private Network (VPN)" shall mean network technology that creates a secure, private connection between the device and endpoint; hiding IP address and encrypting all data in motion.

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 required or permitted as outlined under the Provider Agreement or is required by law.
2. The Contractor must not disclose any Confidential Information in response to a 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 unless a subpoena requires such disclosure.
3. The Contractor agrees that Confidential Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Provider Agreement.
4. The Contractor, at DHHS's request, agrees to provide to the authorized representative of the State of New Hampshire physical and logical process procedures systems, documents and logs for the purpose of inspecting to confirm compliance with the terms of the Provider Agreement.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting 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. Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data. With written exception from DHHS Information Security, encrypted thumb drives may be used.
3. Encrypted Email. Contractor 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 Contractor 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. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data, without written exception from DHHS Information Security.
6. Ground Mail Service. Contractor may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network unless employing a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit A, such as a virtual private network (VPN) must be used.
8. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data a secure method of transmission or remote access, which complies with the terms and conditions of Exhibit A, must be used.
9. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If Contractor is employing an SFTP to transmit Confidential Data, Contractor 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).
10. Transport layer security protocol (TLS) may not be used to transmit Confidential Data without written exception from DHHS Information Security.
11. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all Confidential data must be encrypted to prevent inappropriate disclosure of information and devices password protected.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data and any derivative of the Confidential Data for the duration of this Provider Agreement. After such time, the Contractor will have thirty (30) days to destroy the Confidential Data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Provider Agreement. If it is infeasible to return or destroy the Confidential Data, protections pursuant to Exhibit A survive this Provider Agreement.

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Provider Agreement 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 accessed or utilized for purposes of carrying out this Provider Agreement.
3. The Contractor agrees to provide or require security awareness and education for/of 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 current, updated, and maintained anti-malware (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) utilities. The environment, as a 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 subcontractor 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 Provider Agreement, 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 Provider Agreement, 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 Confidential Data under this Provider Agreement, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect 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.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Information where applicable.

4. If the Contractor will be subcontracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will ensure End User(s) will maintain an internal process or processes that defines specific security expectations and monitoring compliance for security requirements that at a minimum, match those for the Contractor, including breach notification requirements.

5. 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 subcontractors prior to system access being authorized.

6. 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.

7. The Contractor will not store State of New Hampshire or Department data offshore or outside the boundaries of the United States without written exception from DHHS Information Security.

8. Data Security Breach Liability. In the event of any Breach, Computer Security

Incident, and/or Incident, the 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 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.

9. 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 Confidential Information 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) and 42 C.F.R. Part 2 that govern protections for individually identifiable health information and as applicable under State law.

10. 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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

11. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Information Security Officer of any Breach, Computer Security Incident and/or Incident, within twenty-four (24) hours of the time that the Contractor learns of its occurrence, at the email addresses provided in Section VI of this Exhibit.

12. Contractor must restrict access to the Confidential Data obtained under this Provider Agreement to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Provider Agreement.

13. The Contractor is responsible for End User oversight and compliance with the terms and conditions of the Provider Agreement and Exhibit A.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and the State's Information Security Officer of any Breaches, Computer Security Incidents, and/or Incidents within twenty-four (24) hours of the time that the Contractor learns of their occurrence.

DHHS reserves the right to conduct onsite inspections to monitor compliance with this Provider Agreement, 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 Provider Agreement.

The Contractor must further handle and report Breaches, Computer Security Incidents, and Incidents involving protected health information (PHI) in accordance with the DHHS's documented Incident Handling and Breach Notification procedures and in accordance with the HIPAA Privacy and Security Rules. 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 (PII) is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit A;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate personal information (PI) must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer
DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Information Security Officer
DHHSInformationSecurityOffice@dhhs.nh.gov