



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

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MMA

Lori A. Weaver
Commissioner

Iain N. Watt
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

May 13, 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, Bureau of Prevention and Wellness, to enter into a **Sole Source** cooperative project agreement with University of New Hampshire (VC#177867), Durham, NH, in the amount of \$685,500 to provide an epidemiologist to support the Department's chronic disease and tobacco programs, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2028. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025 and are anticipated to be available in 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

This request is **Sole Source** because the Contractor is uniquely qualified to provide Epidemiological services, and there are no known viable alternatives. The Department has attempted but been unable to successfully hire staff directly to perform this function. The Contractor will provide an epidemiologist to support the Department's needs around data analysis, interpretation of results, and evaluation services. The scope of services in this contract is based on the successful epidemiology partnership model utilized by the Department's Bureau of Family Health and Nutrition for over a decade.

The purpose of this request is for the Contractor to provide an epidemiologist to support the chronic disease and tobacco programs. The Contractor's epidemiologist will conduct analysis of public health data to assess the health burden of chronic disease and tobacco use in the State. The Contractor's epidemiologist will work under the Department's Bureau of Prevention and Wellness, and data analyses will be used to support decision making related to chronic disease and tobacco programming. Deliverables include data briefs, burden reports, fact sheets, and presentations. Additionally, the Contractor's epidemiologist will assist the Department in the required analysis of health and programmatic data to effectively prioritize and meet the evaluation requirements of federal funders.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The Department will monitor contracted services by:

- Monthly meetings to discuss progress on the work plan and performance measures.
- Providing ongoing feedback to the Contractor on the ability of the Epidemiologist to be self-directed, reliable, produce quality analysis, and collaborate with Department staff. Any concerns will be addressed through the development of a corrective action plan.

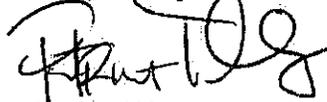
As referenced in Exhibit A, Section B of the attached agreement, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not have access to epidemiological analysis for chronic disease and tobacco programs which will limit the efficient allocation of resources and tailoring of programs and services to New Hampshire resident's specific health needs.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number (ALN) 93.366, FAIN NU58DP006487; ALN 93.387, FAIN NU58DP006786; ALN 93.070, FAIN NUE1EH001391; ALN 93.988, FAIN NU58DP007421; ALN 93.426, FAIN NU58DP007441; ALN 93.436, FAIN NU58DP006836; and ALN#93.945, FAIN NU58DP007480.

Respectfully submitted,



Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET
CHRONIC DISEASE AND TOBACCO EPIDEMIOLOGIST
SS-2024-DPHS-14-CHRON-01

**05-95-90-904510-32220000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
 DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, CDC ORAL HEALTH GRANT
 100% Federal Funds**

University of New Hampshire

Vendor # 177867

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2024	102-500731	Contracts for Program Services	90002215	\$5,000.00
2025	102-500731	Contracts for Program Services	90002215	\$10,000.00
2026	102-500731	Contracts for Program Services	90002215	\$10,000.00
2027	102-500731	Contracts for Program Services	90002215	\$10,000.00
2028	102-500731	Contracts for Program Services	90002215	\$10,000.00
<i>Subtotal</i>				\$45,000.00

**05-95-90-904510-32240000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
 DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, TOBACCO PREVENTION &
 CESSATION**

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	102-500731	Contracts for Program Services	90018000	\$9,375.00
2025	102-500731	Contracts for Program Services	90018000	\$37,500.00
2026	102-500731	Contracts for Program Services	90018000	\$37,500.00
2027	102-500731	Contracts for Program Services	90018000	\$37,500.00
2028	102-500731	Contracts for Program Services	90018000	\$37,500.00
<i>Subtotal</i>				\$159,375.00

**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**

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	102-500731	Contracts for Program Services	90070450	\$3,000.00
2025	102-500731	Contracts for Program Services	90070450	\$10,000.00
2026	102-500731	Contracts for Program Services	90070450	\$10,000.00
2027	102-500731	Contracts for Program Services	90070450	\$10,000.00
2028	102-500731	Contracts for Program Services	90070450	\$10,000.00
<i>Subtotal</i>				\$43,000.00

**05-95-90-904510-32270000 HEALTH 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 Amount
2024	102-500731	Contracts for Program Services	90017717	\$3,000.00
2025	102-500731	Contracts for Program Services	90017717	\$10,000.00
2026	102-500731	Contracts for Program Services	90017717	\$10,000.00
2027	102-500731	Contracts for Program Services	90017717	\$10,000.00
2028	102-500731	Contracts for Program Services	90017717	\$10,000.00
<i>Subtotal</i>				\$43,000.00

**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

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET
CHRONIC DISEASE AND TOBACCO EPIDEMIOLOGIST
SS-2024-DPHS-14-CHRON-01**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	102-500731	Contracts for Program Services	90010023	\$7,875.00
2025	102-500731	Contracts for Program Services	90010023	\$27,500.00
2026	102-500731	Contracts for Program Services	90010023	\$27,500.00
2027	102-500731	Contracts for Program Services	90010023	\$27,500.00
2028	102-500731	Contracts for Program Services	90010023	\$27,500.00
<i>Subtotal</i>				\$117,875.00

**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 Amount
2024	102-500731	Contracts for Program Services	90010028	\$7,875.00
2025	102-500731	Contracts for Program Services	90010028	\$27,500.00
2026	102-500731	Contracts for Program Services	90010028	\$27,500.00
2027	102-500731	Contracts for Program Services	90010028	\$27,500.00
2028	102-500731	Contracts for Program Services	90010028	\$27,500.00
<i>Subtotal</i>				\$117,875.00

**05-95-90-904510-32290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, ASTHMA**

100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	102-500731	Contracts for Program Services	90019004	\$9,375.00
2025	102-500731	Contracts for Program Services	90019004	\$37,500.00
2026	102-500731	Contracts for Program Services	90019004	\$37,500.00
2027	102-500731	Contracts for Program Services	90019004	\$37,500.00
2028	102-500731	Contracts for Program Services	90019004	\$37,500.00
<i>Subtotal</i>				\$159,375.00

Overall Total	\$685,500.00
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COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE,

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Public Health Services, Bureau of Prevention and Wellness, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on June 30, 2028. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: Chronic Disease & Tobacco Epidemiologist

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Whitney Hammond, MSW, MPH
 Address:
 Division of Public Health Services
 NH Department of Health & Human Services
 29 Hazen Dr.
 Concord, NH 03301
 Phone: 603-271-4959

Campus Project Administrator

Name: Susan Sosa
 Address: University of New Hampshire
 Sponsored Programs Administration
 51 College Rd. Rm 116
 Durham, NH 03824
 Phone: 603-862-4848

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Iain N. Watt
 Address: 29 Hazen Drive
Concord, NH 03301

Campus Project Director

Name: Laura Davie
 Address: University of New Hampshire
 4 Library Way
 Hewitt Hall
 Durham, NH 03824

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Phone: (603) 271 - 4501

Phone: 603-862-3682

Campus Authorized Official

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DA

Date 6/10/2024

F. Total State funds in the amount of \$685,500, have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. SS-2024-DPHS-14-CHRON-01 from Centers for Disease Control and Prevention, State Actions to Improve Oral Health Outcomes under ALN# 93.366, Centers for Disease Control and Prevention, NH Tobacco Prevention and Cessation Program (TPCP) under ALN# 93.387; Centers for Disease Control and Prevention, Improving the Reach, Quality, Effectiveness, and Sustainability of Asthma Control Services and to Reduce Asthma Mobility, Mortality, and Disparities by Implementing Evidence-Based Strategies under ALN# 93.070; Centers for Disease Control and Prevention, A Strategic Approach to Advancing Health Equity for Priority Populations with or at Risk for Diabetes – 2023 under ALN# 93.988; Centers for Disease Control and Prevention, Cardiovascular Health Program in New Hampshire under ALN# 93.426; Centers for Disease Control and Prevention, Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN) under ALN# 93.436; Centers for Disease Control and Prevention, Public Health Approaches to Addressing Arthritis under ALN# 93.945. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

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

By An Authorized Official of:
University of New Hampshire
Name: Diane Hall
Title: Manager, Sponsored Programs Administration

By An Authorized Official of:
Department of Health and Human Services
Name: Jain N. Watt
Title: Director, NH Department of Health and Human Services

DocuSigned by:
Signature and Date: Diane Hall 6/10/2024
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DocuSigned by:
Signature and Date: Jain Watt 6/11/2024
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Campus Authorized Official DH
Date 6/10/2024

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

Name: Robyn Guarino
Title: Attorney

DocuSigned by:
Signature and Date: Robyn Guarino 6/11/2024

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

Name: _____
Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** Chronic Disease & Tobacco Epidemiologist (SS-2024-DPHS-14-CHRON-01)
- B. Project Period:** Upon Governor and Executive Council approval through June 30, 2028.

The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

- C. Objectives:** See Exhibit A-1, Scope of Services.
- D. Scope of Work:** See Exhibit A-1, Scope of Services; Exhibit A-2, Business Associate Agreement and Exhibit A-3, DHHS Information Security Requirements.
- E. Deliverables Schedule:** See Exhibit A-1 Scope of Services
- F. Budget and Invoicing Instructions:** See Exhibit A, Item F-1 – Budget Table; Exhibit A, Item F-2 – Payment Terms.

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or

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University of New Hampshire
Chronic Disease & Tobacco Epidemiologist
Exhibit A, Item F-1

Budget Items	SFY 2024 Budget	SFY 2025 Budget	SFY 2026 Budget	SFY 2027 Budget	SFY 2028 Budget	Total
1. Salaries & Wages	\$22,000.00	\$92,266.00	\$92,266.00	\$92,266.00	\$92,266.00	\$391,064.00
2. Employee Fringe Benefits	\$8,250.00	\$34,601.50	\$34,601.50	\$34,601.50	\$34,601.50	\$146,656.00
3. Travel	\$2,025.00	\$74.00	\$74.00	\$74.00	\$74.00	\$2,321.00
4. Supplies and Services	\$3,875.00	\$43.12	\$43.12	\$43.12	\$43.12	\$4,047.48
5. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Facilities & Admin Costs	\$9,400.00	\$33,015.38	\$33,015.38	\$33,015.38	\$33,015.38	\$141,461.52
Totals	\$45,550.00	\$160,000.00	\$160,000.00	\$160,000.00	\$160,000.00	\$685,550.00

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Campus Authorized Official
Date: 6/10/2024

**New Hampshire Department of Health and Human Services
Chronic Disease & Tobacco Epidemiologist**

EXHIBIT A, Item F-2

Payment Terms

1. This Agreement is funded with 100% Federal Funds, comprised of:
 - 1.1. Federal funds from the State Actions to Improve Oral Health Outcomes, as awarded on June 29, 2023, by the Centers for Disease Control and Prevention, ALN 93.366, FAIN NU58DP006487.
 - 1.2. Federal funds from the NH Tobacco Prevention and Cessation Program (TPCP), as awarded on April 18, 2024, by the Centers for Disease Control and Prevention, ALN 93.387, FAIN NU58DP006786.
 - 1.3. Federal funds from Improving the Reach, Quality, Effectiveness, and Sustainability of Asthma Control Services and to Reduce Asthma Mobility, Mortality, and Disparities by Implementing Evidence-Based Strategies., as awarded on February 20, 2024, by the Centers for Disease Control and Prevention, ALN 93.070, FAIN NUE1EH001391.
 - 1.4. Federal funds from the A Strategic Approach to Advancing Health Equity for Priority Populations with or at Risk for Diabetes – 2023, as awarded on September 27, 2023, by the Centers for Disease Control and Prevention, ALN 93.988, FAIN NU58DP007421.
 - 1.5. Federal funds from the Cardiovascular Health Program in New Hampshire, as awarded on September 26, 2023, by the Centers for Disease Control and Prevention, ALN 93.426, FAIN NU58DP007441.
 - 1.6. Federal funds from the Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN), as awarded on March 27, 2024, by the Centers for Disease Control and Prevention, ALN 93.436, FAIN NU58DP006836.
 - 1.7. Federal funds from the Public Health Approaches to Addressing Arthritis, as awarded on August 22, 2023, by the Centers for Disease Control and Prevention, ALN 93.945, FAIN NU58DP007480.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit A, Item F-1 – Budget Table.
4. The Contractor shall submit an invoice to the Department monthly following the month in which the allowable expenses were incurred and in accordance with the Contractor's usual and customary business practices and 2 CFR 200. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

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**New Hampshire Department of Health and Human Services
Chronic Disease & Tobacco Epidemiologist**

EXHIBIT A, Item F-2

- 4.3. Identifies and requests payment for allowable expenses for the previous month, in accordance with 2 CFR 200.403 or other applicable Federal or State laws or regulations.
- 4.4. Includes supporting documentation, as requested by the Department, of allowable costs, which may include, but is not limited to, payroll records, receipts for purchases, and proof of expenditures, as follows:
 - 4.4.1. With the first invoice for services provided under this Agreement.
 - 4.4.2. With subsequent invoices, upon request by the Department.
- 4.5. Is completed, dated and returned to the Department or allowable expenses to initiate payment.
- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
6. The final invoice shall be due to the Department no later than forty-five (45) days, or sooner if available, days after the contract completion date.
7. The Contractor must provide the services in Exhibit A-1, Scope of Services, in compliance with funding requirements.
8. Changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
9. Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be amended accordingly.

**New Hampshire Department of Health and Human Services
Chronic Disease Epidemiologist**

EXHIBIT A-1

Scope of Services

1. Scope of Work

- 1.1. The Contractor must hire and supervise 1 full time equivalent (FTE) Epidemiologist for the Department's chronic disease, tobacco, and oral health programs.
- 1.2. The Contractor must provide quality assurance of all data analyses produced. Quality assurance must be completed by an analyst other than the Contractor's Epidemiologist at or through the Department Bureau of Health Statistics and Informatics.
- 1.3. The Contractor must provide epidemiological expertise to perform data analysis, using datasets identified and approved by the Department. The Contractor's Epidemiologist must:
 - 1.3.1. Interpret results.
 - 1.3.2. Prepare reports on public health issues and their impact on programs and policies.
 - 1.3.3. Collect data, as required by the Department, identify appropriate external data sources for analysis.
- 1.4. The Contractor must work collaboratively with the Department to develop an annual work plan for each year of this Agreement, with mutually agreeable tasks, products for dissemination, and timelines. The work plan may include, but is not limited to:
 - 1.4.1. Analysis of chronic diseases, health risk factors, service utilization, and related health indicators.
 - 1.4.2. Analysis of disproportionately affected populations to identify health disparities, including but not limited to: low-income individuals, individuals living in a rural.
 - 1.4.3. Develop surveillance plans, data management plans, surveys, data briefs, burden reports, fact sheets or other formats as requested by the Department; ensure data is displayed in a way that is best understood by its intended audience.
 - 1.4.4. Use core public health data sets such as: Behavioral Risk Factor Surveillance System (BRFSS), BRFSS Random Child Selection and Childhood Asthma Prevalence Modules, Children's Health Surveys, National Survey of Children's Health, Vital Statistics, Hospitalizations, and Emergency Department Visits, Adult Lifetime Prevalence, Child Lifetime Prevalence, Adult Current Prevalence, Hospital Discharge Data, and Emergency Department data, other data sets including community water fluoridation and school-based oral health program data.
 - 1.4.5. Recommend appropriate data sets and analysis to answer programmatic questions or to inform decision making around the implications of specific service coverage, including but not limited to: mobile integrated health, tobacco cessation treatment.

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**New Hampshire Department of Health and Human Services
Chronic Disease Epidemiologist**

EXHIBIT A-1

- 1.4.6. Collaborate with the Department to design and implement evidence-based evaluations, using qualitative and quantitative methods, to determine the outcomes of health services, public health disease prevention and management programs, related to effectiveness, accessibility, and quality.
- 1.4.7. Update the Department's Division of Public Health Services data portal with oral health data annually.
- 1.4.8. Produce materials to share data from the Department's third-grade oral health screening survey such as data reports and data briefs.
- 1.4.9. Oral health burden report on incidence, prevalence and treatment patterns related to oral disease.
- 1.4.10. Participate in peer-to-peer learning opportunities and partner with other analysts and epidemiologists at UNH and the Department.
- 1.4.11. Participate in Federal agency site visits or other partner meetings.
- 1.4.12. Ensure any code developed by the Contractor is known by the Department's Bureau of Health Statistics and Informatics to replicate analysis and conduct quality assurance. The Department retains ownership of all code developed for this project.

1.5. Staffing

- 1.5.1. The Contractor must employ one (1) Epidemiologist (1.0 FTE) to work with the Department. If the selected Epidemiologist becomes unavailable, or if the planned work exceeds what is possible with 1.0 FTE and necessitates additional staffing, the Department will have the opportunity to review the credentials and approve any subsequent epidemiologists assigned to the Department.
 - 2.5.1.1 The Epidemiologist must meet the appropriate training and education to provide expertise to the Department, including:
 - 2.5.1.1.1 At least a master's degree in public health or health-related field, and three years of experience related to this scope of work. Epidemiologist selection must be made in conjunction with the Department.
- 2.5.2 The Contractor must ensure that the Epidemiologist has the capacity to work:
 - 2.5.2.1 Approximately one (1) day per week on-site at 29 Hazen Drive, Concord, NH, in the Bureau of Prevention and Wellness (BPAW) of the Department.
- 2.5.3 The Contractor must notify the Department, in writing, of any change in staff and provide the Department with resumes and credentials of proposed new staff.
- 2.5.4 The Department will retain final approval prior to the hiring of the epidemiologist.

2.6 Reporting

**New Hampshire Department of Health and Human Services
Chronic Disease Epidemiologist**

EXHIBIT A-1

- 2.6.1 The Contractor must complete, during the month following each quarter, progress on work plan activities & challenges of the preceding quarter.
- 2.6.2 The Contractor must submit a draft work plan on an annual basis no later than fifteen (15) calendar days after each State Fiscal year end date.
- 2.6.3 The Contractor must provide a final work plan to be submitted within one month of initial Agreement effective date.
- 2.6.4 The Contractor must submit a final work plan on an annual basis, no later than thirty (30) days after each State Fiscal Year end date.
- 2.6.5 The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2.7 Performance Measures

- 2.7.1 The Contractor must complete 90% of activities outlined in the annual work plan.
- 2.7.2 The Contractor must develop and submit a corrective action plan to the Department for any Scope of Services that was not achieved.

Terms and Conditions

2.8 Background Checks

- 2.8.1 Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 2.8.1.1 A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 2.8.1.2 A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 2.8.1.3 A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

2.9 Confidential Data

- 2.9.1 The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 2.9.2 The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

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**New Hampshire Department of Health and Human Services
Chronic Disease Epidemiologist**

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2.9.3 The Contractor agrees only the Epidemiologist shall have access to the confidential data upon the approval by the Department. The Contractor agrees no confidential data will be transferred or stored outside of the Department's network.

2.10 Department Owned Devices, Systems and Network Usage

2.10.1 If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department-issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

2.10.1.1 Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

2.10.1.2 Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

2.10.1.3 Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

2.10.1.4 Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

2.10.1.5 Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

2.10.1.6 Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

2.10.1.7 Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

2.10.1.8 Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

2.10.1.9 Agree when utilizing the Department's email system:

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- 2.10.1.9.1 To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
- 2.10.1.9.2 Include in the signature lines information identifying the End User as a non-Department workforce member; and
- 2.10.1.9.3 Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 2.10.1.10 Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 2.10.1.10.1 Complete the Department's Annual Information Security and Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 2.10.1.10.2 Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
 - 2.10.1.10.3 Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 2.10.1.11 Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 2.10.1.12 Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

2.10.2 Workspace Requirement

**New Hampshire Department of Health and Human Services
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2.10.2.1 If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2.11 Contract End-of-Life Transition Services

2.11.1 General Requirements

2.11.1.1 If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

2.11.1.2 The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

2.11.1.3 If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

2.11.1.4 The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

2.11.1.5 Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

**New Hampshire Department of Health and Human Services
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2.11.1.6 In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

2.11.2 Completion of Transition Services

2.11.2.1 Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

2.11.2.2 Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

2.11.3 Disagreement over Transition Services Results

2.11.3.1 In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

3 Exhibits Incorporated

3.5 The Contractor must comply with all Exhibit A-2, Federal Requirements, which are attached hereto and incorporated by reference herein.

3.6 The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit A-3, DHHS Information Security Requirements.

3.7 The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit A-4, Business Associate Agreement, which has been executed by the parties.

4 Additional Terms

4.5 Impacts Resulting from Court Orders or Legislative Changes

4.5.1 The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State

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has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in the Cooperative Project Agreement 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;

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

- 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 Exhibit A-2 – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor identified in the Cooperative Project Agreement 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 Exhibit A-2 – Federal Requirements

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in the Cooperative Project Agreement 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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Exhibit A-2
Federal Requirements

Contractor's Initials
Date 6/10/2024

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

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 (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 (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 Exhibit A-2 – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

The Contractor identified in the Cooperative Project Agreement 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.

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Exhibit A-2
Federal Requirements

Contractor's Initials DS
Date 6/10/2024

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

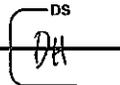
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
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.

v1 6/23

Exhibit A-2
Federal Requirements

Contractor's Initials 
Date 6/10/2024

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

FORM A

As the Contractor identified in the Cooperative Project Agreement, I certify that the responses to the below listed questions are true and accurate.

GBNGC495XA67

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: NA publicly available Amount: _____

Name: _____ Amount: _____

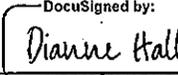
Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Contractor Name: UNH

Date: 6/10/2024

DocuSigned by:

 Name: Dianne Hall
 Title: Manager PreAward Compliance

New Hampshire Department of Health and Human Services

Exhibit A-3

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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New Hampshire Department of Health and Human Services

Exhibit A-3

DHHS Information Security Requirements

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.

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DHHS Information Security Requirements

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.

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DHHS Information Security Requirements

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.

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DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements

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

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DHHS Information Security Requirements

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/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor 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.

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DHHS Information Security Requirements

- 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 Master Agreement;

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DHHS Information Security Requirements

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 A-4

BUSINESS ASSOCIATE AGREEMENT

Project Title: Chronic Disease & Tobacco Epidemiologist

Project Period: Upon GC approval through June 30, 2028

The Contractor identified in the Cooperative Project Agreement ("Agreement"), and any of its agents who receive, use or have access to Protected Health Information ("PHI"), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services ("Department") shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 ("HIPAA"), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and, as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, ("Part 2"), as any of these laws and regulations may be amended from time to time.

(1) Definitions.

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by Law," "Security Rule," "Secretary," and "Unsecured Protected Health Information."

b. "Business Associate Agreement" ("BAA") means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and, as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable" means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA means Protected Health Information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "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.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under

Exhibit A-4

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Exhibit A-4

the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As Required by Law, set forth in paragraph d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For Data Aggregation purposes for the Health Care Operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated but remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor, prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is Required by Law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If Covered Entity does not either object to such disclosure or notify Business Associate that the disclosure can be made within the time allowed for response to the request or demand, then the Business Associate may choose to object to the request or demand for disclosure. If relating to Part 2 records, the Business Associate shall resist any efforts to access Part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with the HIPAA Privacy Rule and Security Rule, including electronic PHI and Part 2 records, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure of PHI not provided for by the Agreement or this BAA, including any known or suspected privacy or security incident or Breach, has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or Breaches of Unsecured Protected Health Information.
- c. In the event of a Breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information

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available at the time Business Associate becomes aware of any known or suspected privacy or security Breach as described above, and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the Protected Health Information involved; including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the Protected Health Information;
 - III. Whether the Protected Health Information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the Protected Health Information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or Breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3(n)(l) herein, and shall require that the Covered Entity be considered a direct third party beneficiary of Business Associate's business associate agreements related to the Agreement.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a

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request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

- m. In the event any Individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the Individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the Individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement and this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by Individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. Covered Entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

The Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All terms used, but not otherwise defined herein,

Exhibit A-4

Contractor Initials

DS
DA

March 2024

New Hampshire Department of Health and Human Services

Exhibit A-4

shall have the same meaning as those terms in the Privacy and Security Rule, as it may be amended from time to time. All laws and regulations cited herein shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit A-4, to a section in HIPAA or 42 CFR Part 2, shall mean the section as in effect or as amended.

- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2, or other applicable federal and state law.
c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3)(n)(l), and the defense and indemnification provisions of the Agreement shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

UNH

The State

Name of the Contractor

DocuSigned by: Iain Watt
Signature of Authorized Representative

DocuSigned by: Dianne Hall
Signature of Authorized Representative

Iain watt

Dianne Hall

Name of Authorized Representative

Name of Authorized Representative

Director - DPHS

Manager PreAward Compliance

Title of Authorized Representative

Title of Authorized Representative

6/11/2024

6/10/2024

Date

Date

Exhibit A-4

Contractor Initials

DS
DH

March 2024