

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn
Associate Commissioner

January 22, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to enter into an amendment to a **sole source** Agreement with the University of New Hampshire, Institute for Health Policy and Practice, Durham, NH, (Vendor #92050) by increasing the price limitation by \$269,605 from \$3,764,395 to \$4,034,000 to complete the Adult Medicaid Quality project, effective upon the date of Governor and Executive Council approval, through June 30, 2015. There is no change to the end date of the Agreement. This Agreement was originally approved by the Governor and Executive Council on June 5, 2013 (Item #86), and subsequently amended on June 4, 2014 (Item #42) and December 23, 2014 (Item #10). 100% Federal Funds.

Funds are available for State Fiscal Year 2015 in the following account, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified without Governor and Executive Council approval.

05-95-47-470010-794600000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, AFFORDABLE CARE ACT (ACA)

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2015	102-500731	Contracts for Program Services	\$218,088	\$269,605	\$487,693
		Sub-Total	\$218,088	\$269,605	\$487,693
		Grand Total	\$3,764,395	\$269,605	\$4,034,000

EXPLANATION

The purpose of this sole source amendment is to ensure funding is available to complete the 100% federally funded Adult Medicaid Quality project. The majority of the remaining project is the development and implementation of a Medicaid Quality Information System. Additional funding is needed for further detailed work and the development of custom public reporting. The remaining work is within the scope of the contract.

The two functions performed by this system are a database that stores Medicaid data from multiple sources and a public website that produces user driven reports. Developing the system's capacity to accept data from multiple sources required the majority of the funding during the initial agreement. The Department agreed shifting funding from developing the public website, to completing the work on data acceptance to assure that raw data was able to be accurately accepted by the system. This shift created a reduction in funding to complete the development and implementation of the public reporting website. This Amendment provides additional funding to complete the public reporting website tool as well as finalizing other project activities such as data analysis and final project reporting. With the completion of the second function of the system, the Department and external stakeholders will be able to produce Medicaid data needed in making policy and program management decisions about the quality and efficiency of the New Hampshire Medicaid program.

The original Agreement is sole source because the Department, in cooperation with the University of New Hampshire, established and supported the development of the Institute for Health Policy and Practice as part of the Master Agreement of Cooperative Projects in 2002. The Institute was developed specifically for providing the Department with technical assistance and Medicaid administration support. The Cooperative Agreement was approved by the Centers for Medicare and Medicaid Services, which allows the State to access federal funds in support of Medicaid-related projects. As New Hampshire's State-supported University, and primary educational facility for the health care workforce in the state, the University of New Hampshire is uniquely qualified to assume this responsibility.

In January 2012, the Department began work on the Adult Medicaid Quality grant with project management support and software development provided by the Institute. While the grant was scheduled to end in December 2014, the Department received an extension from the Centers for Medicare and Medicaid Services until 2015. The Institute will continue to provide overall project management and assistance in the development of an expanded Quality Indicators data system and Medicaid Quality Information System.

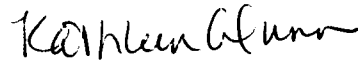
Should the Governor and Executive Council not approve this request, the Department would not have the needed resources and assistance to complete the Medicaid Quality Information System. Failure to complete this project would place the Department out of compliance with the terms of the grant provided by the Centers for Medicare and Medicaid Services. In addition, the Department would lose the opportunity to bring further transparency to the Medicaid program, which comprises a significant portion of the State of New Hampshire budget, and to collect information about the quality of the Medicaid program needed in making decisions and policies to improve the Medicaid program for citizens of New Hampshire.

Area to be served: Statewide.

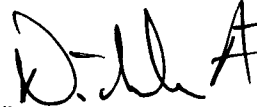
Source of Funds: 100% Federal Funds, United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Adult Medicaid Quality Grant, Catalog of Domestic Assistance #93.791, and Federal Award Identification Number #1LICMS300148.

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

Respectfully submitted,



Kathleen A. Dunn, MPH
Medicaid Director



Approved by:

Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

February 2, 2015

Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment to the Cooperative Project Agreement with the University of New Hampshire, Durham, New Hampshire (UNH) for information technology services as described below and referenced as DoIT No. 2012-001C.

The purpose of this agreement is to enable the UNH Institute for Health Policy and Practice to continue to assist the Department of Health and Human Services, Office of Medicaid Business and Policy, by completing the Medicaid Quality Information System, a web based application allowing transparent reporting of Medicaid data. This agreement includes funding for \$269,605, increasing the total funding amount from \$3,764,395 to \$4,034,000, effective upon the date of Governor and Executive Council approval through June 30, 2015.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Steven J. Kelleher

SJK/ltn
Contract #2012-001C

CC: Leslie Mason, DoIT

AMENDMENT #3 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, the Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **6/5/13**, item # **86**, and subsequently amended on **June 4, 2014**, item **#42**, and **December 23, 2014**, item **#10**, for the Project titled "**2013-2015 New Hampshire Institute for Health Policy and Practice**," Campus Project Director, **Josephine Porter**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- ☐ Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- ☐ Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- ☒ Other: Increase Funding to continue Adult Medicaid Quality project

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of _____ with the revised Project End Date of _____, and Exhibit A, article B is revised to replace the Project Period of _____ – _____ with _____ – _____.
- Article C. is amended to expand Exhibit A by including the proposal titled, "_____, " dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of **\$269,605** and will read:

Total State funds in the amount of **\$4,034,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. 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 **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article is amended in its entirety to read as follows:

Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- ☐ 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.

- ☒ Exhibit A is amended as attached.
- ☐ Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #3** to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date: [Signature] 1/7/15

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name: [Signature] Megan A. Yegor

Title: Attorney

Signature and Date: [Signature] 2/2/15

By An Authorized Official of:

Dept of Health and Human Services

Name: Kathleen Dunn

Title: Associate Commissioner

Signature and Date: [Signature] 1/7/15

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

A. Project Title: 2013-2015 New Hampshire Institute for Health Policy and Practice

B. Project Period: July 1, 2013 through June 30, 2015

C. Objectives: No changes

D. Scope of Work: No Changes

E. Deliverables Schedule:

F. Budget and Invoicing Instructions: Invoice instructions remain the same, revised budgets below.

Total Award Budget revised as follows:

Budget Items	Budget as of Amendment 2	Revision this amendment	New Totals
1. Salaries & Wages	1,059,149	95,768	1,154,917
2. Employee Fringe Benefits	472,823	36,871	509,694
3. Travel	53,859	1,200	55,059
4. Supplies and Services	1,687,555	100,600	1,788,155
5. Equipment	0	0	0
6. Facilities & Admin Costs	491,009	35,166	526,175
Subtotals	3,764,395	269,605	4,034,000
Total Project Costs:			4,034,000

OMBP: Adult Medicaid Quality (AMQ) revised as follows:

Budget Items	Budget as of Amendment 2	Revision this amendment	New total
1. Salaries & Wages	209,940	95,768	305,708
2. Employee Fringe Benefits	95,977	36,871	132,848
3. Travel	7,575	1,200	8,775
4. Supplies and Services	364,640	100,600	465,240
5. Equipment	0	0	0
6. Facilities & Admin Costs	101,720	35,166	136,886
Subtotals	779,852	269,605	1,049,457
Total Costs:			1,049,457



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner
Medicaid Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 1, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

G&C Approved

Date 12/23/14

Item # 10

Requested Action

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to amend a **sole source** agreement with the University of New Hampshire, Institute for Health Policy and Practice, (Vendor #92050), Durham, NH, for the provision of technical and Medicaid administration support by decreasing the price limitation by \$60,151 from \$3,824,546 to \$3,764,395 and changing the scope of services to restructure the service model and rate structure for three current community based services, effective upon Governor and Executive Council approval, whichever is later, through June 30, 2015. This agreement was originally approved by the Governor and Executive Council on June 5, 2013 (Item # 86) and amended on June 4, 2014 (item #42).

Funds are available for state fiscal year 2015 in the following account, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without Governor and Executive Council approval.

05-95-48-481010-89200000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
ELDERLY – ADULT SERVICES, GRANTS TO LOCALS, MONEY FOLLOWS THE PERSON

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2015	102-500731	Contracts for Program Services	\$459,000	(\$60,151)	\$398,849
		Sub-Total	\$459,000	(\$60,151)	\$398,849
		Grand Total	\$3,824,546	(\$60,151)	\$3,764,395

Explanation

The purpose of this sole source amendment is to change the services provided by the vendor to assist the Department in meeting the new requirements for three (3) community based services under the Medicaid Waiver programs, Centers for Medicare and Medicaid Services. The original agreement includes technical assistance, support, and education services to the Office of Long Term Care Ombudsman, nursing facilities and aging and disability resource centers under the administration of the Money Follows the Person Program. A portion of the funds in the original agreement and amendment were allocated for a coordinator who vacated the position in August 2014 and is no longer necessary. The Department and the vendor support redirecting funding to a new scope of work. The vendor will assist the Department, through the Money Follows the Person Program, to make program changes to the Adult Family Care, Adult Medical Day, and Residential Care programs to comply with the new requirements of the Centers for Medicare and Medicaid Services for home and community based programs.

The original agreement is sole source because the Department, in cooperation with the University of New Hampshire, established and supported the development of the Institute for Health Policy and Practice as part of the Master Agreement of Cooperative Projects in 2002. The Institute was developed specifically for providing the Department with technical assistance and Medicaid administration support. The Cooperative Agreement was approved by the Centers for Medicare and Medicaid Services, which allows the State to access federal funds in support of Medicaid-related projects. As New Hampshire's State-supported University, and primary educational facility for the health care workforce in the State, the University of New Hampshire is uniquely qualified to assume this responsibility.

The Money Follows the Person Program is a program for Medicaid-eligible people who live in nursing homes and other institutions that allows individuals to transition from institutional settings to Medicaid supported Home and Community Based Care services. This program allows the Institute to continue supporting the Money follows the Person Program, which focuses on ways to increase the number of transitions from institutionalized settings into community settings by supporting individuals and their families in exploring community living options.

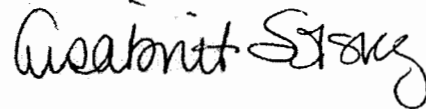
Should the Governor and Executive Council not approve this request, the Department would not have the needed resources and assistance from this vendor to develop and implement a new service and rate structure for Adult Family Care, Adult Medical Day, and Residential Care programs, as required by Centers for Medicare and Medicaid. These programs are targeted for New Hampshire Medicaid clients to support them to remain in their homes and community.

Area Served: Statewide

Source of Funds: 100% Federal from the United States Department of Health and Human Services, Center for Medicare and Medicaid Services, Money Follows the Person Grant, Code of Federal Domestic Assistance (CFDA) #93.791 and Federal Award Identification Number (FAIN) #1LICMS300148.

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



for Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director

Approved by:



Nicholas A. Toumpas
Commissioner

**AMENDMENT #2 to
COOPERATIVE PROJECT AGREEMENT**

between the
STATE OF NEW HAMPSHIRE, the Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 6/5/13, item # 86 and approved Amendment #1 on June 4, 2014, item #42, for the Project titled "2013-2015 New Hampshire Institute for Health Policy and Practice," Campus Project Director, **Josephine Porter**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- ☐ Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- ☐ Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- ☒ Other: Revise scope of work and decrease program funding for Money Follows the Person.

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of _____ with the revised Project End Date of _____, and Exhibit A, article B is revised to replace the Project Period of _____ – _____ with _____ – _____.
- Article C. is amended to expand Exhibit A by including the proposal titled, "_____", dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to **Chris Shannon** and/or the Campus Project Director to _____.
- Article F. is amended to reduce funds in the amount of **\$60,151** and will read:

Total State funds in the amount of **\$3,764,395** 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.

- Article F. is amended to change the cost share requirement and will read:
Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. 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 **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article is amended in its entirety to read as follows:

Article is amended in its entirety to read as follows:

- Article H. is amended such that:

- ☐ 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.

- ☒ Exhibit A is amended as attached.

- ☐ Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

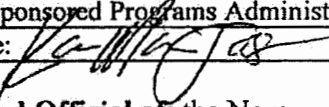
IN WITNESS WHEREOF, the following parties agree to this **Amendment #2** to the Cooperative Project Agreement.

By An Authorized Official of:

University of New Hampshire

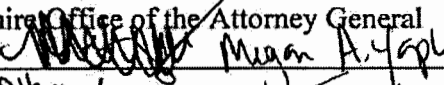
Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

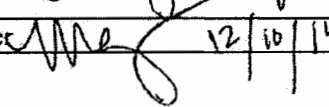
Signature and Date:  11/26/14

By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name:  Megan A. Yapp

Title: Attorney

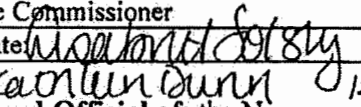
Signature and Date:  12/10/14

By An Authorized Official of:

Dept of Health and Human Services

Name: Kathleen Dunn

Title: Associate Commissioner

Signature and Date:  12/2/14

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

A. **Project Title:** 2013-2015 New Hampshire Institute for Health Policy and Practice

B. **Project Period:** July 1, 2013 through June 30, 2015

C. **Objectives:** No Change

D. **Scope of Work:** Item 4 section i, is replaced to read:

- i. Complete a work plan, with in fifteen (15) days of the effective date of Amendment #2, subject to Department of Health and Human Services (DHHS) approval to complete the following scope of work:
 1. Analyze service costs to develop and propose a service model and rate structure for Adult Family Care (AFC), Adult Medical Day(AMD) and Residential Care (Res Care), that is sustainable under Choice for Independence (CFI) and in line with program goals, for the Bureau of Elderly and Adults (BEAS) consideration and approval;
 2. Develop a strategic plan that addresses all affected settings (AFC, Res Care, AMD) that is most appropriate and least disruptive to participants and providers for BEAS to propose;
 3. Ensure revisions are aligned and synergizes with Managed Care objectives;
 4. Complete review of CFI waiver and rules/statutes associated with these programs to synergize these documents to the program revisions and managed care;
 5. Coordinate meetings with BEAS and OMBP and providers to discuss the potential plan;
 6. Prepare a draft transition plan;
 7. Conduct a public process to take input on the transition plan and incorporate feedback;
 8. Assist with securing DHHS approval;
 9. Finalize the plan and submit a DHHS approved plan to Centers for Medicare and Medicaid Services (CMS); due to CMS according to master OMBP work plan;
 10. Work with BEAS, CMS and providers throughout the CMS' approval process;
 11. Develop training and implementation plan for BEAS approval; and
 12. Work with BEAS, CMS and providers throughout the implementation of the plan.
 13. Submit the plan within the established timeframe of the master OMBP work plan.
 14. Provide a progress report to OMBP and to BEAS as directed, identifying the activities to be completed and that have been completed , and issues that arise and recommended solutions to keep the project on time.
 15. Attend all meetings and coordinate as directed with OMBP and BEAS.
 16. All deliverables will be delivered per the master OMBP work plan.

E. **Deliverables Schedule:**

F. Budget and Invoicing Instructions: Invoice instruction remain the same, revised budgets below.

Total Award Budget revised as follows:

Budget Items	Budget as of Amendment 1	Revision this amendment	New Totals
1. Salaries & Wages	1,116,665	(57,516)	1,059,149
2. Employee Fringe Benefits	507,508	(34,685)	472,823
3. Travel	49,859	4,000	53,859
4. Supplies and Services	1,651,659	35,896	1,687,555
5. Equipment	0	0	0
6. Facilities & Admin Costs	498,855	(7,846)	491,009
Subtotals	3,824,546	(60,151)	3,764,395
Total Project Costs:			3,764,395

BEAS: MFP project budget revised as follows, all other project budgets remained unchanged.

BEAS: MFP	Budget as of Amendment 1	Revision this amendment	New total BEAS:MFP
1. Salaries & Wages	397,116	(57,516)	339,600
2. Employee Fringe Benefits	180,232	(34,685)	145,547
3. Travel	12,109	4,000	16,109
4. Supplies and Services	155,904	35,896	191,800
5. Equipment	0	0	0
6. Facilities & Admin Costs	111,804	(7,846)	103,958
Subtotals	857,165	(60,151)	797,014
Total Project Costs:			797,014



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner
Medicaid Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 28, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

6/4/14
H2 MT7
Sole Source

Requested Action

63% Federal fund
37% General fund

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to amend a **sole source** agreement with the University of New Hampshire, Institute for Health Policy and Practice, (Vendor #92050), Durham, NH, for the provision of technical and Medicaid administration support by decreasing the price limitation by \$70,955 from \$3,895,501 to \$3,824,546 and changing the scope of services to provide only the core services necessary for the project effective May 21, 2014, or upon Governor and Executive Council approval, whichever is later, through June 30, 2015. This agreement was originally approved by the Governor and Executive Council on June 5, 2013 (Item # 86).

Funds are available for state fiscal years 2014 and 2015 in the following accounts with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without Governor and Executive Council approval.

05-95-48-481010-89200000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
ELDERLY – ADULT SERVICES, GRANTS TO LOCALS, MONEY FOLLOWS THE PERSON

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2014	102-500731	Contracts for Program Services	\$485,099	\$(35,099)	\$450,000
2015	102-500731	Contracts for Program Services	\$494,856	\$(35,856)	\$459,000
		Sub-Total	\$979,955	\$(70,955)	\$909,000
		Grand Total	\$3,895,501	\$(70,955)	\$3,824,546

Explanation

The purpose of this **sole source** amendment is to reduce several budget line items for State Fiscal Years 2014 and 2015 and change services provided by the vendor so only the core services needed are being provided. The original agreement, approved by the Governor and Executive Council on June 5, 2013, (Item #86), includes project leadership and technical assistance services to the Department for the administration of the Medicaid program. A portion of

the funds in the original agreement were allocated for analysts and project directors who are no longer necessary for the administration of the project. The Department and the vendor are in support of reducing the agreement amount in salaries, benefits, travel and administration that are no longer necessary to implementation of the project. The Department is requesting Governor and Executive Council approval of the amendment to decrease the price limitation by \$70,955 to \$3,824,546 and remove services from the agreement that are no longer necessary.

The original agreement is sole source because the Department, in cooperation with the University of New Hampshire, established and supported the development of the Institute for Health Policy and Practice as part of the Master Agreement of Cooperative Projects in 2002. The Institute was developed specifically for providing the Department with technical assistance and Medicaid administration support. The Cooperative Agreement was approved by the Centers for Medicare and Medicaid Services, which allows the State to access federal funds in support of Medicaid-related projects. As New Hampshire's State-supported University, and primary educational facility for the health care workforce in the State, the University of New Hampshire is uniquely qualified to assume this responsibility.

The funds requested enable the Office of Medicaid Business and Policy to continue to receive support from the Institute for the core services of the agreement, to advance the development of the Adult Medicaid Quality Measures and assist with implementing, maintaining and operating the specialized information technology system needed to operate the Medicaid Electronic Health Records incentive program for New Hampshire's eligible healthcare professionals and hospitals.

Additionally, this amendment still allows the Institute to continue supporting two critical projects in the area of long-term care services and supports:

- Long-Term Care Population Analysis; and
- Money follows the Person Program.

The Long-Term Care Population Analysis project allows the Institute to work with the Bureau of Elderly and Adult Services and the Office of Medicaid Business and Policy staff to acquire updated Medicare eligibility, claims and provider files from the Centers of Medicare and Medicaid, finalize an analytic plan for New Hampshire and complete the analysis and reporting according to the agreed upon analytic plan to support program and policy decision-making.

The Money Follows the Person Program is a program for Medicaid-eligible people who live in nursing homes and other institutions that allows individuals to transition from institutional settings to Medicaid-supported Home and Community Based Care services. This program allows the Institute to continue supporting the New Hampshire Community Passport Program, which focuses on ways to increase the number of transitions from institutionalized settings into community settings by supporting individuals and their families in exploring community living options.

Should the Governor and Executive Council not approve this request, it would result in the State expending funds toward line items in the budget for expenses that have not been incurred due to positions that are now vacant. This could result to unnecessary spending, which would not be in the best interest of New Hampshire citizens.

Area Served: Statewide

Source: 63% Federal

37% General

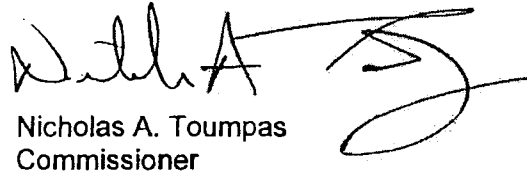
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director

Approved by:



Nicholas A. Toumpas
Commissioner

AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, Department of Health and Human Services
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 6/5/13, item # 86, for the Project titled "2013-2015 New Hampshire Institute for Health Policy and Practice," Campus Project Director, Josephine Porter, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- ☐ Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- ☐ Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- ☒ Other: Decrease project total and revise scope of work

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of _____ with _____ and/or USNH campus from _____ to _____.
- Article B. is revised to replace the Project End Date of _____ with the revised Project End Date of _____, and Exhibit A, article B is revised to replace the Project Period of _____ – _____ with _____ – _____.
- Article C. is amended to add Exhibit A by including the proposal titled, "_____", dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to reduce funds in the amount of \$70,955 and will read:

Total State funds in the amount of \$3,824,546 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.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share _____ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. 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 revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend 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, as follows:

Article is amended in its entirety to read as follows:
Article is amended in its entirety to read as follows:

- Article H. is amended such that:
 - ☐ 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.
- ☒ Exhibit A is amended as attached.
- ☐ Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

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

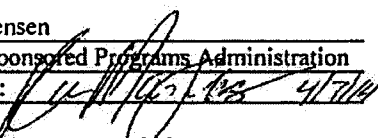
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this Amendment #1 to the Cooperative Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen

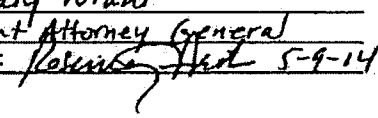
Title: Manager, Sponsored Programs Administration

Signature and Date:  4/7/14

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

Name: Rosemary Wiant

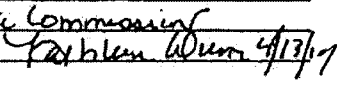
Title: Assistant Attorney General

Signature and Date:  5-9-14

By An Authorized Official of:
Department of Health and Human
Services

Name: Kathleen A. Dunn

Title: Associate Commissioner

Signature and Date:  4/13/14

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

Name:

Title:

Signature and Date:

EXHIBIT A

A. **Project Title:** 2013-2015 New Hampshire Institute for Health Policy and Practice

B. **Project Period:** 7/1/13 – 6/30/15

C. **Objectives:** No change

D. **Scope of Work:** Item 4 section I is replaced to read: Provide technical assistance and support to the Office of the Long Term Care Ombudsman in the form of ongoing coordination with the NHCP program. In addition provide education to nursing facilities and ADRC's in Person-Centered Approaches and MDS 3.0 Section Q protocols, as needed, under the direction and supervision of the NHCP Director.

E. **Deliverables Schedule:**

F. **Budget and Invoicing Instructions:** Invoice instructions remain the same, revised budgets below.

<u>Budget Items</u>	Original Award	Decrease	New Total
Salaries and Wages	1,144,954	-28,289	\$1,116,665
Employee Benefits	520,349	-12,841	\$507,508
Travel	70,429	-20,570	\$49,859
Supplies and Services	1,651,659	0	1651659
Equipment	0	0	\$0
Facilities & Administrative	508,110	-9,255	\$498,855
Total	3,895,501	-70,955	3,824,546

Project	Original Award	Decrease	New Total
OMBP			
Salaries and Wages	191,613		191,613
Employee Benefits	86,967		86,967
Travel	4,800		4,800
Equipment			0
Supplies/Services	323,763		323,763
Facilities & Admin	91,072		91,072
TOTAL	698,215		698,215

Medicaid HIT			0
Salaries and Wages	286,996		286,996
Employee Benefits	130,258		130,258
Travel	25,375		25,375
Equipment			0
Supplies/Services	807,352		807,352
Facilities & Admin	187,498		187,498
TOTAL	1,437,479		1,437,479

AMQ			0
Salaries and Wages	209,940		209,940
Employee Benefits	95,977		95,977
Travel	7,575		7,575
Equipment			0
Supplies/Services	364,640		364,640
Facilities & Admin	101,720		101,720
TOTAL	779,852		779,852

BEAS: DCBCS Analyst			
Salaries and Wages	38,570	-7,570	31,000
Employee Benefits	17,506	-3,432	14,074
Travel	199	-199	0
Equipment			
Supplies/Services			
Facilities & Admin	8,441	-1,680	6,761
TOTAL	64,716	-12,881	51,835

BEAS: MFP Project Director			
Salaries and Wages	417,835	-20,719	397,116
Employee Benefits	189,641	-9,409	180,232
Travel	32,480	-20,371	12,109
Equipment			
Supplies/Services	155,904		155,904
Facilities & Admin	119,379	-7,575	111,804
TOTAL	915,239	-58,074	857,165

Projects Total	3,895,501	-70,955	3,824,546
-----------------------	------------------	----------------	------------------



Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 29, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

*Sole Source
37% 67
63% Fed*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to enter into a sole source Agreement with the University of New Hampshire, Institute for Health Policy and Practice, Durham, NH, (vendor number 92050) to provide services in support of Department initiatives in the amount of \$3,895,501 effective July 1, 2013 or the date of Governor and Executive Council approval, whichever is later, through June 30, 2015. This two-year Cooperative Project shall be carried out under the terms and conditions of the Master Agreement of Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified in this Cooperative Project Agreement.

The initial Cooperative Project Agreement between the Department of Health and Human Services and the University of New Hampshire, Institute for Health Policy and Practice was approved on June 9, 1999 (Item No.49). DHHS has worked with this Vendor through Cooperative Projects Agreements dated: June 21, 2000 (Item No. 95), June 6, 2001 (Item No.61), and June 16, 2003 (Late Item No B), October 8, 2003 (Item No. 75), September 21, 2005 (Item No.111), September 5, 2007 (Item No. 52), June 17, 2009 (Item No. 93), February 9, 2010 (Item No. 54), and October 20, 2010 (Item No. 60A), December 8, 2010 (Item No. 116), April 27, 2011 (Item No 56), May 23, 2011 (Item No. 112), and November 10, 2011 (Item No. 75). The Institute for Health Policy and Practice (the Institute) and Department of Health and Human Services has a long history of working together productively on projects that result in the efficient use of State resources, and in a manner the Institute is uniquely qualified to provide.

Funds in the following accounts are anticipated to be available in State Fiscal Year 2014 and State Fiscal Year 2015 upon the availability and continued appropriate of funds in future operating budgets with authority to adjust amounts between State Fiscal Years if needed and justified.

05-00095-047-470010-7937 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION

<u>State Fiscal</u> <u>Year</u>	<u>Class/Account</u>	<u>Class Title</u>	<u>Current</u> <u>Modified Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>Revised</u> <u>Modified Budget</u>
2014	102/500731	Contracts for Program Services	\$0.00	\$347,667.00	\$347,667.00
2015	102/500731	Contracts for Program Services	\$0.00	\$350,548.00	\$350,548.00
		Sub-total	\$0.00	\$698,215.00	\$698,215.00

05-00095-047-470010-7945 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, ELECTRONIC HEALTH RECORDS
INCENTIVE PAYMENTS

<u>State Fiscal</u> <u>Year</u>	<u>Class/Account</u>	<u>Class Title</u>	<u>Current</u> <u>Modified Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>Revised</u> <u>Modified Budget</u>
2014	102/500731	Contracts for Program Services	\$0.00	\$712,192.00	\$712,192.00
2015	102/500731	Contracts for Program Services	\$0.00	\$725,287.00	\$725,287.00
		Sub-total	\$0.00	\$1,437,479.00	\$1,437,479.00

05-00095-047-470010-7946 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, AFFORDABLE CARE ACT (ACA)

<u>State Fiscal</u> <u>Year</u>	<u>Class/Account</u>	<u>Class Title</u>	<u>Current</u> <u>Modified Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>Revised</u> <u>Modified Budget</u>
2014	102/500731	Contracts for Program Services	\$0.00	\$561,764.00	\$561,764.00
2015	102/500731	Contracts for Program Services	\$0.00	\$218,088.00	\$218,088.00
		Sub-total	\$0.00	\$779,852.00	\$779,852.00

05-00095-048-481010-8920 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, MONEY FOLLOWS THE PERSON

<u>State Fiscal</u> <u>Year</u>	<u>Class/Account</u>	<u>Class Title</u>	<u>Current</u> <u>Modified Budget</u>	<u>Increase/</u> <u>(Decrease)</u>	<u>Revised</u> <u>Modified Budget</u>
2014	102/500731	Contracts for Program Services	\$0.00	\$485,099.00	\$485,099.00
2015	102/500731	Contracts for Program Services	\$0.00	\$494,856.00	\$494,856.00
		Sub-total	\$0.00	\$979,955.00	\$979,955.00
		Total	\$0.00	\$3,895,501.00	\$3,895,501.00

EXPLANATION

The purpose of this Requested Action is to allow the Institute for Health Policy and Practice to continue providing needed services in support of the Department's mission and major initiatives in State Fiscal Year 2014 and State Fiscal Year 2015. The Institute was created as part of the Master Agreement of Cooperative Projects in 2002. Consistent with the provisions of the Master Agreement of Cooperative projects, this Cooperative Project Agreement was not competitively bid. The State, in cooperation with the University, established and supported the development of the Institute specifically for the purpose of providing the Department with this type of

technical assistance and Medicaid Administration support. Furthermore, the Master Cooperative Agreement of Cooperative Projects has been approved by the Centers for Medicare and Medicaid Services which allows the State to access federal funds in support of Medicaid related projects. As New Hampshire's State-supported University, and primary educational facility for health care workforce in the State, the University is uniquely qualified to assume this responsibility.

The core function of the Agreement with the Institute is to support Department staff in the administration of the Medicaid Program. This support includes but is not limited to analysis of Medicaid business operations, industry practices, policy and rate setting recommendations, and in the implementation of program changes through the provision of project management, technical assistance, and consulting services. Under this new Agreement, the Institute will continue to provide these core services, with particular focus on the measure development and reporting needs for the Adult Medicaid Quality Measures; implementing, maintaining, and operating the specialized information technology system needed to operate the Medicaid Electronic Health Records incentive program for New Hampshire's eligible healthcare professionals and hospitals; technical assistance to the Bureau of Elderly and Adult Services for program development of New Hampshire's federal Money Follows the Person grant initiatives; and a comprehensive retrospective analysis for the Division of Community Based Care Services of healthcare data for the long term care population.

Research and analysis for Medicaid business operations

The core service component of this Agreement supports the Office of Medicaid Business and Policy in the ongoing process of meeting three key objectives. Specific deliverables are identified for and aligned with each of the following objectives:

- (1.) Assessment/revision of Medicaid provider payment methodology and reimbursement policies; and performance of task orders for surveys, financial analysis, medical coding reviews/updates, policy analysis, and other Medicaid analytic projects and program evaluation or support services necessary to implement the Department of Health and Human Services State Fiscal Year '14 and State Fiscal Year '15 budget initiatives;
- (2.) Support project management, measure development, and reporting needs for the Adult Medicaid Quality Measures;
- (3.) Project management and implementation of the NH Title XIX Electronic Health Record Program.

Over the course of the past two years, the Institute has successfully addressed the core activities identified in the Cooperative Project Agreement State Fiscal Year 2012-2013 and related Amendments. This partnership has resulted in the accomplishment of a number of key deliverables, which include providing technical support from the Institute for the procurement of a Medicaid managed care vendor, project management and support of implementing federal mandates as found in the Affordable Care Act Primary Care Rate Increase, with technical assistance in the procurement process for the federally mandated External Quality Review Organization.

The Institute also assisted with the planning, implementation and administration of the New Hampshire Medicaid Health Information Technology project which resulted in the development and implementation of the Medicaid Electronic Health Records incentive program for eligible providers and hospitals. The Medicaid Electronic Health Record Incentive Program opened on October 1, 2012. Since then, 134 eligible professionals and 11 eligible hospitals have registered and attested to receive incentive payments, which are funded at 100% federal funds. As of March 2013, New Hampshire Department of Health and Human Services authorized

\$913,751 in Eligible Professional payments and \$3,130,405 in Eligible Hospital payments for a combined total of \$4,044,156 to New Hampshire healthcare providers.

In July 2012, University of New Hampshire launched the Medicaid Quality Indicators website (www.nhmedicaidquality.org), a joint effort between the Institute and the Office of Medicaid Business and Policy. In August 2012, the Department and the Institute wrote and submitted an application for the Centers of Medicare and Medicaid Services Adult Medicaid Quality Indicator grant, which was awarded to the Department in December 2012. In January 2013, the Department began work on the Adult Medicaid Quality grant with project management support from the Institute. The Institute will continue to provide overall project management and assistance in the development of an expanded Quality Indicators data system and website, and implementation of two (2) Quality Improvement projects. In addition, the Institute has provided the annual report of Medicaid-related measures from analysis of the Behavior Risk Factor Surveillance System.

This new Agreement will enable the Office of Medicaid Business and Policy to continue to receive support from the Institute for the core services of the agreement, to advance the development of the Adult Medicaid Quality Measures and assist with implementing, maintaining, and operating the specialized information technology system needed to operate the Medicaid Electronic Health Records incentive program for New Hampshire's eligible healthcare professionals and hospitals.

In addition this Agreement allows the Institute to support two critical projects in the area of long-term care services and supports.

Long Term Care Population Analysis

The development of a comprehensive integrated care management model must consider the implications of the Medicaid-Medicare dually eligible population. In April 2011 the Governor and Executive Council authorized the acquisition of three years of Medicare long-term care population claims data. The last Agreement provided funding for Institute staff to begin the merging and analysis of Medicaid and Medicare long-term care population data. This Agreement will allow the Institute to work with the Bureau of Elderly and Adult Services and the Office of Medicaid Business and Policy staff to acquire updated Medicare eligibility, claims and provider files from the Centers of Medicare and Medicaid, finalize an analytic plan for New Hampshire and complete the analysis and reporting according to the agreed upon analytic plan to support program and policy decision-making.

Development of Money Follows the Person Program

This long-term care rebalancing initiative helps individuals explore transitioning to a community living setting. The NHCPP is funded by Centers for Medicare and Medicaid Services. The program receives enhanced federal matching funds (75% federal funding versus the regular Medicaid match of 50%) for the first year of the participant's home and community-based services.

Since it began in 2007, the New Hampshire Community Passport Program has successfully transitioned almost 200 participants out of institutional settings into the community settings chosen by the participants with supportive community based services in place. In calendar 2012, the program successfully transitioned a total of 62 participants, the greatest number of transitions in any year to date.

This new agreement will allow the Institute to continue supporting the New Hampshire Community Passport Program. This coming year the program will focus on ways to increase the number of transitions by

supporting individuals and their families in exploring community living options. Program development work will strengthen emergency back up planning for nursing home level of care and create tools for providers that will help them to identify risks and barriers to successful community living. In addition, training for nursing facility social workers and other providers is planned to increase their knowledge of the New Hampshire Community Passport Program and the availability of services and resources. Through this comprehensive approach, the Bureau of Elderly and Adult Services anticipates that the transition process will become an integral part of long term care planning and service delivery. This Agreement includes qualitative and quantitative performance measures and outcomes including goals for program development and specific numbers of trainings, assessments, referrals and transitions.

The Money Follows the Person Program includes an enhanced federal match toward the cost of services for the New Hampshire Community Passport Program, also known by its federal name; Money Follows the Person, is a program for Medicaid-eligible people who live in nursing homes and other institutions that allows individuals to transition from institutional settings to Medicaid-supported Home and Community Based Care waiver services.

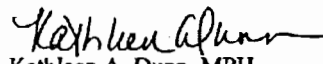
In summary, this Agreement provides services necessary to advance major Department initiatives in multiple divisions including the Office of Medicaid Business and Policy, and the Bureau of Elderly and Adult Services. Should the Governor and Executive Council not approve this request, the Department will have no means to carry out the tasks as outlined above.

Area to be served: Statewide.

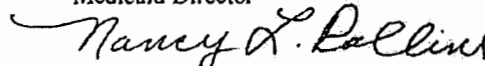
Source of Funds: 37% General funds and 63% Federal funds.

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

Respectfully submitted,

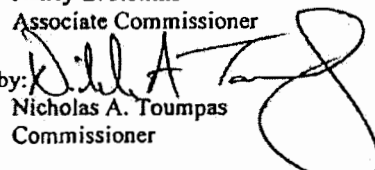


Kathleen A. Dunn, MPH
Associate Commissioner,
Medicaid Director



Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Peter C. Hastings
Acting Commissioner

May 1, 2013

Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment to the Cooperative Project Agreement with the University of New Hampshire, Durham, New Hampshire (UNH) for information technology services as described below and referenced as DoIT No. 2012-001-Am15.

The purpose of this agreement is to enable the UNH Institute for Health Policy and Practice to assist the Department of Health and Human Services, Office of Medicaid Business and Policy by providing program administration and leveraging University resources to implement, maintain, and operate the specialized information technology system needed to operate the Medicaid Electronic Health Records Incentive Program for New Hampshire's eligible healthcare professionals and hospitals. This agreement includes funding in the amount of \$3,895,501, effective July 1, 2013 or the date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Hastings", written over a horizontal line.

Peter C. Hastings

PCH/ltn
Contract #2012-001-Am15

CC: Leslie Mason, DoIT
Valerie Brown, DHHS

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Health and Human Services
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE.

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Health and Human Services, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **06/30/15**. 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: 2013-2015 New Hampshire Institute for Health Policy and Practice

- 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: Kathleen Dunn
Address: Dept of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Phone: 603-271-9421

Campus Project Administrator

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

Phone: 603-862-1942

- 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: Valerie Brown
Address: Dept of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Phone: 603-271-9434

Campus Project Director

Name: Josephine Porter
Address: University of New Hampshire
Deputy Director - NHIHPP
Hewitt Hall Rm 201
Durham, NH 03824

Phone: 603-862-2964

- F. Total State funds in the amount of \$3,895,501 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. 1F1CMS331103-01-00; 1LICMS300148/01 from DHHS; CMS under CFDA# 93.609; 93.791; 93.778. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

H. ☐ State has chosen not to take possession of equipment purchased under this Project Agreement.

☒ State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

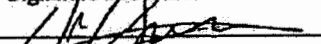
By An Authorized Official of:

University of New Hampshire

Name: Victor G. Sosa

Title: Director, Sponsored Programs Administration

Signature and Date:

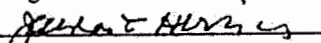
 5-1-13

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

Name: Vanner C. Herick

Title: Attorney

Signature and Date:

 5/3/13

By An Authorized Official of:

Dept of Health and Human Services

Name: Kathleen Dunn

Title: Associate Commissioner

Signature and Date:

 5/2/13

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** 2013 – 2015 Institute for Health Policy and Practice
- B. **Project Period:** Governor and Council approval until June 30, 2015
- C. **Objectives:** Support the mission of the Office of Medicaid Business and Policy (OMBP), which is to establish and maintain a health services delivery system for the New Hampshire Medicaid population within federal, state and, local requirements; and support Division of Community Based Care Services (DCBCS) to administer the Community Passport program, and assist in the behavioral health and long term care services and supports analytic needs.
- D. **Scope of Work:** Supporting the missions of the OMBP and DCBCS will be achieved through the provision of technical assistance and consultation services that will result in specific deliverables developed to meet the following five primary objectives:
- (1.) Assessment/revision of Medicaid provider payment methodology and reimbursement policies; and performance of task orders for surveys, actuarial and financial analysis, medical coding reviews/updates, policy analysis and other Medicaid analytic projects, and program evaluation or support services necessary to implement the State SFY '14 and SFY '15 budget initiatives;
 - (2.) Support project management, measure development, and reporting needs for the Adult Quality Measures (AQM);
 - (3.) Project management and implementation of the NH Medicaid Electronic Health Record (EHR) Program
 - (4.) Provision of project leadership and technical assistance for the Money Follows the Person Grant Project known in New Hampshire as the New Hampshire Community Passport (NHCP).
 - (5.) Provision of population-based health care data and standardized datasets on health care cost and quality for long term care populations.

Project Objectives' Activities and Deliverables:

- (1.) Assessment/revision of Medicaid provider payment methodology and reimbursement policies; performance of task orders for surveys, actuarial and financial analysis, medical coding reviews/updates, policy analysis and other Medicaid analytic projects, and program evaluation or support services necessary to implement the State SFY '14 and SFY '15 budget initiatives; and completion of other Medicaid analytic projects;
- a. Economic Analysis of historical years of Medicaid enrollment data to determine appropriate indicators (incorporating medical costs and enrollment factors) for use in SFY 2014-2015 budget development and ongoing expense projection analysis.
 - b. Research and analyze selected policy and program issues as requested; participate/contribute on associated workgroups and project teams.
 - c. Collaborate on health care projects of mutual interest that further State' budget initiatives,

- including preparation of joint funding requests.
- d. Participate in survey work and technical assistance necessary to achieve budget initiatives, as requested.
 - e. Examine business processes/practices, as requested, in the OMBP (and/or DHHS Medicaid units) with attention to industry practices and standards; develop a summary report with recommendations for the appropriate senior administrator.
 - f. Oversee specific contracted services and development of deliverables (requested through task orders) that the State requires to implement budget initiatives; perform same oversight of staff working with State initiatives. This work will be conducted upon the request of the State in accordance with a specified Task Order Agreements.
- Once accepted by the State, the Campus and organization will enter into a Task Order Agreement for the required work. Each Task Order Agreement will specify:
- Project Objective;
 - Background;
 - Actions;
 - Supervision and Management;
 - Scope of Work; and
 - Deliverables.

Examples of work where the State may seek Task Order Agreements include, but are not limited, to:

- Development of survey tools or monitoring processes for care management;
 - Facilitation of provider network outreach and education strategy;
 - Development of additional modules and improvements to the NH Medicaid quality website;
 - Provide administrative support for monitoring of all care management related contracts;
 - Provide administrative support to OMBP in the auditing of providers in receipt of Affordable Care Act Primary Care Rate Increase in accordance with CMS regulations; and
 - Review/update of medical codes for reimbursement;
- g. At the request and approval of State, provide analytic datasets for applications for NH CHIS data approved for Campus;
 - h. Research and recommend ways to improve claims data sets by identifying potential ways to improve the health data for NH. Coordinate with National Association of Health Data Organizations, and other states about any proposed changes to national health data standards. If necessary, build business case and related Data Maintenance or Change Request for the appropriate Data Standards Maintenance Organization (e.g. American National Standards Institute Accredited Standards Committee X12 (ANSI ASC X12), National Uniform Billing Committee (NUBC));
 - i. Analyze insurance health plan type (e.g., private, Medicaid and Medicare) by variations in health risk factors and conditions (e.g., smoking, chronic diseases and by age/income and geography) to develop a profile of the risk factors and prevalence of chronic disease in the Medicaid population, presuming Medicaid sponsors and adds insurance questions to NH BRFSS;
 - j. Support ongoing analysis of Medicaid data.

(2.) Support project management, measure development, and reporting needs for the Adult Medicaid Quality (AMQ) grant.

- a. Provide project management support for the Adult Medicaid Quality (AMQ) Grant Program;

- b. Assist with finalizing and adding new measures to current website (www.nhmedicaidquality.org), including assistance in assessment of definitions/methods for analysis of new claims-based measures;
 - c. Work with the UNH Research Computing and Instrumentation group to design and oversee implementation of a new Adult Medicaid Quality Indicators system and website;
 - d. Campus will develop website, and maintain and support system software and hardware. Upon request, Campus will provide necessary knowledge transfer as requested by the OMBP including appropriate operational documentation. Campus will support OMBP in seeking Department of Information Technology approval as needed;
 - e. Assist with Quality Improvement project implementation and management;
 - f. Assist with meeting project requirements for reporting to Center for Medicare and Medicaid Services (CMS);
- (3.) Project management and implementation of the NH Medicaid Electronic Health Record (EHR) Program. The campus will provide overall program administration and operational support for the Medicaid Electronic Health Record (EHR) Incentive Program as follows:
- a. Develop program policies and procedures;
 - b. Administer day-to-day Medicaid EHR Incentive Program operations; (provide Help Desk support; conduct pre-payment verifications; query Medicaid claims databases; coordinate with State personnel to query CMS databases; process payments in conjunction with the OMBP Finance team; incorporate Stage 1 and Stage 2 adopt, implement, upgrade, and meaningful use criteria into the State registration and attestation system; and update user documents);
 - c. Oversee sub-contractor efforts to support, deploy, and maintain the State registration and attestation system software and hardware;
 - d. Coordinate with the State Department of Information Technology in support of program operations;
 - e. Provide support to the State Office of Improvement and Integrity in support of provider audits;
 - f. Provide weekly status updates to State;
 - g. Provide outreach to New Hampshire's providers and professional medical associations;
 - h. Update and maintain the Medicaid EHR website;
 - i. Conduct environmental scans and gap analyses;
 - j. Analyze provider EHR adoption, incentive program participation, and attainment of meaningful use criteria;
 - k. Prepare State Medicaid Health Information Technology Plan and Implementation Advanced Planning Document updates and quarterly and annual reports for CMS;
 - l. Provide monthly program progress status reports for the State Medicaid senior management team;
 - m. Coordinate with other states as needed to prepare reports and solicit provider claims data;
 - n. Attend EHR conferences and stakeholder meetings and participate as need in Health Information Exchange and Public Health meaningful use meetings; and
 - o. Research, develop, and implement other key program components as requested by OMBP.
- (4.) Provision of project leadership and technical assistance as the New Hampshire Community Passport (NHCP) will include the following:
- a. Collaborate with the State assigned supervisor to coordinate the work of the State Program Specialist (PS) assigned to the project. Submit reports of documentation of meetings with the PS that occur on a regular basis and as needed to review the status of participants and proposed participants, the actions that will be taken by the PS, and other project-related issues.
 - b. Assist with the completion of the Operational Protocol, Technical Assistance Plan, required reports, and Budgets, through the CMS approval process. Communicate in person, by phone and by e-mail with DCBCS staff and CMS staff to ensure the Operational Protocol is completed in

- accordance with CMS guidance and obtain written CMS approval. Submit these reports as directed by the Administrator of Bureau of Elderly and Adult Services (BEAS) or designee.
 - c. Manage the NHCP project in accordance with federal requirements and the approved Operational Protocol, including the documentation of collaborative work sessions with all units within DCBCS, to ensure the project is being implemented correctly and that all required reports are completed and submitted in a timely manner, with final decision-making authority with DHHS.
 - d. Report once a month to the Administrator of BEAS or designee concerning project questions, barriers and progress.
 - e. Collaborate with DCBCS program staff to ensure coordination and integration of the NHCP project with the overall plan for long-term care within DCBCS.
 - f. Update and implement the outreach and training plan to educate community stakeholders throughout the state. This will include scheduling, carrying out, and documenting the results of the training meetings throughout the state. Meetings will be held at a minimum of two per month to include but not be limited to nursing facility staff and administrators at locations and times that are convenient for them. As part of this education, collaborate with BEAS ServiceLink Resource Center (SLRC) oversight staff to provide updated program information to SLRC administrators and staff at their business locations, staff and administrators of hospitals and rehabilitation centers, professional associations, such as the Hospital Association, and additional service providers and stakeholders on a reoccurring basis.
 - g. Provide subcontracted services to a qualified entity to address housing barriers and to increase the Family Model Benchmark, and to search for housing options and conduct housing stabilization activities, under the direction and supervision of the NHCP Director.
 - h. Provide technical assistance and support to address transitions of individuals by Behavioral Health service system and increase the number of transitions through the Behavioral Health service system, and to build infrastructure and to restructure the use of funds for participants, under the direction and supervision of the NHCP Director.
 - i. Provide technical assistance and support to the Office of the Long Term Care Ombudsman in the form of ongoing coordination with the NHCP program and provide education to nursing facilities and ADRC's in Person-Centered Approaches and quality of implementing MDS 3.0 Section Q protocols under the direction and supervision of the NHCP Director.
 - j. Provide technical assistance and support for data collection and analysis of the NHCP program.
- (5.) Provision of population-based health care data and standardized datasets on health care cost and quality for long term care populations.
- a. Work with BEAS and OMBP staff to add updated years of Medicare eligibility, claims, and provider files from CMS via the RESDAC or other CMS-determined acquisition project.
 - b. Work with a DHHS sub-group (BEAS, OMBP, DPHS) to finalize an analytic plan for the NH Medicare data.
 - c. Analyze Medicare claims, eligibility, and provider files according to the agreed upon analytic plan.
- E. **Deliverables Schedule:** For Objectives 1-3: The State will monitor this agreement via performance measures. A draft work plan for performance monitoring - for the first three (3) primary objectives - will be developed by the Campus in conjunction with State within thirty (30) days of the start of this agreement that will list all tasks, person(s) responsible and expected completion date(s). Within sixty (60) days of the start of this agreement, a final work plan will be completed and approved by State.
- Successful completion of the tasks outlined above will result in the achievement of all of the primary objectives through the development of their associated deliverables and work products.

- For Objectives 4-5: Within sixty (60) days of the start of this agreement, the Campus, in conjunction with State, will develop a detailed work plan that identifies deliverables and includes reasonable timelines for completion of the deliverables.

Successful completion of the tasks outlined above will result in the achievement of all of the five (5) primary objectives through the development of their associated deliverables and work products.

Acknowledgement: The following statement will appear in reports and other printed materials as appropriate, prepared by the Campus:

This program is a cooperative venture sponsored by the New Hampshire Department of Health and Human Services and the University of New Hampshire. Any opinions, findings, conclusions, and recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the sponsor.

- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. Objectives 1-5 will each be tracked and invoiced separately as shown below, to contacts provided by the State once the contract is approved. State will make payment to the Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	1,144,954	0	1,144,954
2. Employee Fringe Benefits	520,349	0	520,349
3. Travel	70,429	0	70,429
4. Supplies and Services	1,651,659	0	1,651,659
5. Equipment	0	0	0
6. Facilities & Admin Costs	508,110	0	508,110
Subtotals	3,895,501	0	3,895,501
Total Project Costs:			3,895,501

OMBP	
Salaries and Wages	\$191,613
Employee Benefits	\$86,967
Travel	\$4,800
Equipment	
Supplies/Services	\$323,763
Facilities & Admin	\$91,072
TOTAL	\$698,215

Medicaid HIT	
Salaries and Wages	\$286,996
Employee Benefits	\$130,258
Travel	\$25,375
Equipment	
Supplies/Services	\$807,352
Facilities & Admin	\$187,498
TOTAL	\$1,437,479

AMQ	
Salaries and Wages	\$209,940
Employee Benefits	\$95,977
Travel	\$7,575
Equipment	
Supplies/Services	\$364,640
Facilities & Admin	\$101,720
TOTAL	\$779,852

BEAS: DCBCS Analyst	
Salaries and Wages	\$38,570
Employee Benefits	\$17,506
Travel	\$199
Equipment	
Supplies/Services	
Facilities & Admin	\$8,441
TOTAL	\$64,716

BEAS: MFP Project Director	
Salaries and Wages	\$417,835
Employee Benefits	\$189,641
Travel	\$32,480
Equipment	
Supplies/Services	\$155,904
Facilities & Admin	\$119,379
TOTAL	\$915,239

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

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. 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.
- g. 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.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Department of Health and Human Services
The State Agency Name

University of New Hampshire
Name of the Contractor

Kathleen A. Dunn
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Kathleen Dunn
Name of Authorized Representative

Victor G. Sosa
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Director, Sponsored Programs Admin
Title of Authorized Representative

5-3-13
Date

5-1-13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

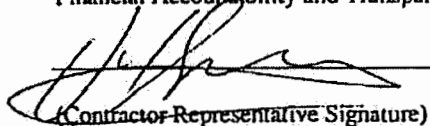
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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


(Contractor Representative Signature)

Victor G. Sosa, Director, Sponsored Programs Admin.

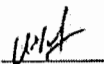
(Authorized Contractor Representative Name & Title)

University of New Hampshire

May 1, 2013

(Contractor Name)

(Date)

Contractor initials: 

Date: 5-1-13

Page # of Page #

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section I.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 11-108-9470

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: JK

Date: 5-1-15

Page # _____ of Page # _____



DONALD S. HILL
Commissioner
(603) 271-3201

State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
State House Annex • Room 120
25 Capitol Street
Concord, New Hampshire 03301

September 27, 2002

Approved
3-2
11/13/02

Her Excellency, Governor Jeanne Shaheen
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the State and the University System to utilize a modified, streamlined contract and grant award process and approve the attached Master Agreement and Cooperative Project Agreement form for use in such contracts and grants. This process will be effective with the date of Governor and Council approval.

EXPLANATION

On April 12, 2000, University of New Hampshire President Joan Leitzel, Vice President for Research and Public Service Donald Sundberg, and Executive Director of Sponsored Research Kathryn Cataneo met with the Governor and Executive Council to discuss the mutual benefits of State-University partnerships and mechanisms to support those partnerships. One such mechanism involves streamlining the grant and contract award process between these two State entities. The Governor and Council gave their support to this concept, asking that the Department of Administrative Services work with the Attorney General's Office and the University. Representatives of these entities met and agreed to the attached proposed Master Agreement and model Cooperative Project Agreement format presented here for approval and use in place of the various mechanisms currently used.

Adoption of this Master Agreement and use of this contracting process is expected to result in greater efficiencies for all parties. There will be a unique, easily identifiable, short format for all projects with USNH campuses. This consistency should benefit all, including the Governor and Executive Council in their review of proposed USNH-state agency projects. Time spent on individual agreements will be reduced significantly. Supporting documents currently required for each contract, such as the Certificate of Existence and proof of 501(c)(3) status, will be kept on file, saving paper, time and expense for all.

Respectfully submitted,

Donald S. Hill, Commissioner
Department of Administrative Services

DSH/cw

Attachments

MASTER AGREEMENT
for
COOPERATIVE PROJECTS
between the STATE OF NEW HAMPSHIRE and the
UNIVERSITY SYSTEM OF NEW HAMPSHIRE

WHEREAS, the State of New Hampshire provides a broad range of services aimed at improving the lives of New Hampshire's people, and

WHEREAS, the University System of New Hampshire, acting through its respective campuses, provides teaching, research, and public service for the people of New Hampshire, and

WHEREAS, both parties agree that the public is best served when the resources and expertise of its public entities are shared to address topics of common interest,

THEREFORE, the State of New Hampshire, (hereinafter "State"), and the University System of New Hampshire, (hereinafter "University System"), this ____ day of _____, 20__, enter into an agreement for the purpose of jointly planning and carrying out projects in a cooperative manner (hereinafter "Cooperative Project") under the terms and conditions specified below. These terms and conditions shall apply to projects funded at the University System by the State and shall remain in force and effect until amended or terminated.

1. COOPERATIVE PROJECT AGREEMENT

A Cooperative Project Agreement, (hereinafter "Project Agreement"), shall be executed for each Cooperative Project. Project Agreements will implement the contractual relationship between the State and the University System and will incorporate the governing terms and conditions of this MASTER AGREEMENT. Each Project Agreement shall include:

- A. Name of the department, agency or unit of the State, and the name of the University System campus participating in the project.
- B. The effective starting date and expiration date for the Project Agreement, as well as a project period during which costs incurred by the University System will be considered allowable under the Project Agreement.
- C. Description of project activities to be undertaken during the period of the agreement, to include (a) project title, (b) objectives, (c) scope of work, (d) schedule of reports or other deliverables, and (e) budget and invoicing instructions. If additional work, beyond that specified in the present agreement, is necessary to complete the total project, then a description of proposed future activities along with a timetable and estimated total cost should be included.
- D. Designation of Project Administrators.
- E. Designation of Project Directors.
- F. Funding and other project contributions to be provided by the State, by the University System, and by any third party during the period of the agreement. Also, for Federally-funded projects, the State will identify, by Contract number or Grant and CFDA numbers, the Federal award which provides the funding.

- G. When appropriate for a particular Project Agreement, specific and mutually agreeable modifications to the terms of this Master Agreement.
- H. When the State wishes to exercise its reversionary interest in equipment purchased under a Project Agreement, instructions for the disposition of equipment at the end of the Project Agreement.
- I. The signature of an authorized campus official on behalf of the University System, the signature of an authorized official(s) on behalf of the State and, when required, approval by Governor and Executive Council before the Project Agreement becomes a valid, enforceable document.

2. PROJECT ADMINISTRATORS

The State and the University System shall each designate a Project Administrator for each Project Agreement. The Project Administrators shall be responsible for the business aspects of projects and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

3. PROJECT DIRECTORS

The State and the University System shall each designate a Project Director for each Project Agreement. The 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.

Joint project proposals to third parties may identify individuals from either the State or the University System, or both, as "key personnel."

4. INDEPENDENT CAPACITY

The parties agree that employees of the State, in the performance of their duties and activities under a Project Agreement, shall continue to be in the legal status of State employees and not as employees of the University System; likewise, employees of the University System, in the performance of their duties and activities under a Project Agreement shall continue in the legal status of University System employees and not as employees of the State.

5. CHANGES

The scope of work, total cost, period of performance, specification of deliverables, or any other part of a Project Agreement may be amended at any time by written agreement of both parties, subject to required University System and State approvals and, when required, Governor and Executive Council approval.

6. NON-APPROPRIATION OF FUNDS

All obligations of the State under a Project Agreement are contingent upon the availability and continued appropriation of funds, and the State shall not be liable for payment in excess of available appropriated funds. In the event of a reduction or termination of the funds appropriated for a Project Agreement, the State shall have the right to withhold payment pending the reinstatement of the appropriated funds or to terminate a Project Agreement, in accordance with Article 14.

7. PROJECT COSTS

University System shall ensure that costs charged to Project Agreements are allowable, allocable, and reasonable in accordance with Federal cost principles, OMB Circular A-21, "Cost Principles for Educational Institutions." University System's employee benefits and facilities & administrative costs shall be charged at no more than the negotiated federal rates in effect at the time the Project Agreement is executed.

If necessary to accomplish the objectives of a Project Agreement, University System may reallocate up to 10% of the cumulative cost of a Project Agreement between major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs) in order to meet unanticipated needs. University System may not reallocate funds between cost categories for any reason that is inconsistent with the original intent of the State's appropriation of funds. Budget reallocations in excess of 10% of the cumulative cost of a Project Agreement shall require State approval.

8. COST SHARING

Project Agreements that include cost sharing by the parties shall clearly state the required cost-share as a percentage of total cost rather than as an absolute dollar amount. Each party shall be solely responsible for providing the resources they have committed to provide in securing funding and neither shall be expected to contribute toward the commitments of the other.

9. INVOICES AND PAYMENTS

Payments shall be made by the State within 30 days after approving a proper invoice submitted by the University System for actual costs incurred to date. Invoices shall show current and cumulative expenses incurred, by major cost categories (Salaries & Wages, Employee Benefits, Travel, Supplies/Services, Equipment, Facilities & Administrative Costs). Invoices shall be submitted on the dates and to addresses identified in the Project Agreement. Other payment terms may be negotiated as necessary in an individual Project Agreement.

10. FISCAL RECORDS AND AUDIT

The University System shall maintain adequate financial records, in accordance with generally accepted accounting practices, to clearly identify expenses incurred under a Project Agreement and shall make such records available at its offices during regular working hours for inspection by authorized representatives of the State during the period of the Project Agreement and for three years thereafter. These records shall describe the nature of each expense, establish the relatedness of each expense to the Project Agreement and reflect total project costs including documentation of State and University System contributions and all third party contributions to the project.

11. SUBCONTRACTS

Unless provided for in the Project Agreement, neither party shall enter into any subcontract with a third party to perform all or part of the approved scope of work without the written approval of the other party. If approval is granted, the party who subcontracts work hereunder shall be fully responsible for performance of subcontractors.

12. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of its right, title or interest in any Project Agreement, or any part thereof, without the written consent of the other party.

13. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of any Project Agreement, the State and the University System agree to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The State and the University System will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. TERMINATION

Either party may terminate a Project Agreement at any time upon 90 days written notice to the other party. In the event of a reduction or termination of funds appropriated for a Project Agreement, the State shall have the right to terminate the Project Agreement immediately upon providing the University System notice of such termination. Expenses incurred prior to the date of termination will be borne proportionally by each of the parties according to the Project Agreement budget.

15. LIABILITY

Neither party shall be responsible for the negligent acts of omission or commission of the officers, employees, agents, or subcontractors of the other party. Neither the terms of this Master Agreement nor those of any Project Agreement shall be deemed a waiver of sovereign immunity by either party.

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

The parties agree to comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the University System, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will 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 requirements, regulations, provisions, terms and conditions will be taken to mean the University System and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriate.

In the event of any inconsistency between the terms of this MASTER AGREEMENT, a Project Agreement and those Federal regulations incorporated herein, the Federal regulations will prevail before the others, and the Project Agreement will prevail over the provisions of this MASTER AGREEMENT.

17. EQUIPMENT

Equipment is defined to include all tangible property having a useful life of more than one year and a unit cost of \$3,000 or more. Title to all equipment supplied by the State under the terms of a Project Agreement shall remain with the State. Title to all equipment supplied by the University System under the terms of a Project Agreement shall remain with the University System. Except as provided for within the terms of individual Project Agreements, title to all equipment purchased by the University System under a Project Agreement shall vest immediately with the University System. The University System shall maintain a list of all purchased equipment, and priority for use of such equipment throughout its useful life shall be to further the joint cooperative ventures of the parties.

18. INTELLECTUAL PROPERTY

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom, consistent with the pertinent campus policy, provided, however, that the University System shall grant to the State a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial purposes. This paragraph shall not apply to any data obtained from the State regarding recipients of Medicaid or other public assistance or any compilation or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws.

Unless otherwise mutually agreed to in the terms of a Project Agreement, title to any invention or discovery made or conceived by University System employees and/or students in the performance of a Project Agreement shall be the sole and exclusive property of the University System, consistent with the pertinent campus policy. The University System campus shall have the sole right to determine the disposition of any patents or other rights resulting therefrom, provided however that upon issue of any patent on any such invention or discovery, the State shall have the right of first refusal to an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated. The State shall have the right to a non-exclusive, perpetual, royalty free license to make and use the invention for its own non-commercial purposes, but shall not have the right to sublicense any invention or discovery made or conceived in the performance of a Project Agreement.

Any license issued to the State hereunder will be effective only after the parties sign a subsequent license agreement.

19. PUBLICATION, CONFIDENTIALITY, AND MAINTENANCE OF DATA; ACCESS

Results of work conducted under a Project Agreement may be published, or otherwise publicly disclosed, jointly by parties, or by either party separately, always giving due credit to the other party and recognizing within proper limits the rights of individuals doing the work. Manuscripts prepared for publication by either party shall be submitted to the other party for review and comment prior to publication. In the event of disagreement as to the manner of publication or the interpretation of results, the party publishing the information will give due credit to the other party, but will assume full responsibility for any statements on which there is a difference of opinion. Any disclosures of data obtained from the state regarding recipients of Medicaid or other public assistance or any compilation

or manipulation of such data by the University System which is subject to 42 U.S.C. sec. 1396(a)(7) and accompanying regulations including 42 CFR sec. 431.301-306; RSA 167:30 or similar state or federal laws, shall be approved by the State Project Director according to procedures described in the applicable Project Agreement. Such approval for disclosure shall not be unreasonably withheld.

The State acknowledges that Federal Regulations [e.g., 45 CFR 46] require the University System to maintain and protect the privacy of all human research subjects and the confidentiality of all personally identifiable information or information that constructively identifies human research subjects. Human research subjects have the right to be protected against invasion of their privacy, to expect that their personal dignity will be maintained, and that the confidentiality of their private information will be preserved. Hence, except as required by law or permitted, in writing, by the subjects themselves, information through which subjects may be identified including, but not limited to, their names, student identification numbers, hospital identification numbers, social security numbers, driver license numbers, home addresses, photographs, and videotapes will be maintained in strict confidence by the University System.

The parties agree to maintain all data produced in the performance of a Project Agreement for a period of three years after the expiration date and, except as otherwise governed by applicable State or Federal regulations, shall make such data available at their offices during normal working hours for inspection by any authorized representative of the other party. If requested, a copy of these data shall be furnished to the other party, except as otherwise governed by applicable State or Federal regulations.

20. CERTIFICATIONS AND DOCUMENTS

The University System will file with the Department of Administrative Services the following certifications and documents for each University System campus, on forms acceptable to the New Hampshire Office of the Attorney General. These certifications and documents will suffice for all purposes, such that no additional certifications or documents will be necessary. Unless otherwise indicated below, the certifications and documents will be filed once and updated only as necessary.

A. STATUS

- The U.S. Internal Revenue Service designations of the University System campus entities as 501(c)(3) organizations
- The Certificates of Existence of University System campus entities as so designated by the New Hampshire Secretary of State.

B. SIGNATURE AUTHORITY

- The University System's delegations of authority identifying those individuals authorized to sign Project Agreements on behalf of the University System.

C. INSURANCE

- Certificates of insurance, updated annually, which demonstrate the following coverages: commercial general liability, educators' legal liability, and workers' compensation and employers' liability.

D. FINANCIAL AND AUDIT DOCUMENTS

- University System of New Hampshire Annual Financial Report
- College and Universities Federal Rate Agreements for all University System entities for purposes of declaring financial & administrative cost rates and fringe benefits rates

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS - FILED ANNUALLY

- Drug-Free Workplace
- Lobbying
- Debarment, Suspension, and Other Responsibility Matters
- Americans with Disabilities Act
- Equal Employment Opportunity.

F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing by authorized representatives of these same parties.

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By Edward R. MacKay
Edward R. MacKay, Vice Chancellor and Treasurer

9/16/02

Date

FOR STATE OF NEW HAMPSHIRE:

By Donald S. Hill
Donald S. Hill, Commissioner, Administrative Services

9/27/02

Date

APPROVED:

By Mike L.
For New Hampshire Office of the Attorney General

9-18-02

Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date