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

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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June 6, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing Cooperative Project Agreement with the University of New Hampshire (VC# 315187), Durham, NH, to continue assisting the Department with the development of the State Health Assessment and State Health Improvement Plan (SHA-SHIP), by exercising a contract renewal option for the SHA-SHIP services only, by increasing the overall contract price limitation by $94,348 from $1,430,000 to $1,524,348 and extending the completion date for the SHA-SHIP services only, from June 30, 2023 to June 30, 2024, effective upon Governor and Council approval. 100% Federal Funds.

Epidemiological Support Services are also provided under this Agreement and will continue with no change to the existing completion date of June 30, 2024, and no change to the cost of $1,035,000 for these services, which is included in the total contract price limitation as stated above.

The original contract was approved by Governor and Council on June 20, 2018, item #26, as amended on September 18, 2019, item #24; May 20, 2020, item #12; February 17, 2021, item #14; and most recently amended on October 13, 2021, item #27.

Funds are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Department has been engaged with the University of New Hampshire to provide Epidemiological Support for more than fifteen (15) years. The Contractor is uniquely positioned to identify trends in health, as well as environmental, social and economic factors that affect health and wellness of New Hampshire residents due to the extensive epidemiological work it currently performs for the State. Epidemiological data drives the content of the SHA and SHIP priorities are chosen based on the SHA data. University of New Hampshire has provided facilitation services since the current SHA-SHIP cycle began in 2019; engaging with the initial stakeholder group and then working through the changes legislated in RSA 126-A:87-88.

As part of this work to facilitate the SHA-SHIP, the Contractor implemented the NHLivesWell.org website, and maintains the SHA-SHIP information and documents. Additionally, the Contractor created community engagement opportunities to collect feedback from populations that otherwise may not have the ability to engage. Although the Department is not responsible for the development of the State Health Improvement Plan, as set forth in NH RSA 126-A: 88, the Department must align services according to the priorities identified by the legislated council during the plan development process.

The impact of this activity and the execution of this scope of work is statewide. The State Health Improvement Plan is meant to improve the health and wellbeing of every resident in New Hampshire.

As referenced in Exhibit A, Section B, Project Period, of the original Cooperative Project Agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew the SHA-SHIP activities for the one (1) remaining year available.

Should the Governor and Council not authorize this request, the State Health Improvement Plan will be incomplete and the Department will be unable to align services accordingly, hindering improvements to health outcomes for New Hampshire residents.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number 93.991, FAIN NB01OT00454.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Epidemiological Support
SS-2019-DPHS-07-EPID-01-A05
Fiscal Details

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION. HEALTH AND COMMUNITY SERVICES, MATERNAL - CHILD HEALTH (48% FF & 52% GF)						
State Fiscal Year	**Class/ Account**	**Class Title**	**Job Number**	**Current (Modified) Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2019	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2020	102°500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2021	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2022	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2023	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2024	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
			Subtotal:	*$840,000*	*$0*	*$840,000*

05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FED NH PREP GRANT (100% FF)						
State Fiscal Year	**Class/ Account**	**Class Title**	**Job Number**	**Current (Modified) Budget**	**Increased (Decreased) Amount**	**Revised Modified Budget**
2019	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2020	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2021	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2022	102-500731	Contracts for Prog Srvs	90018440	$10,000	$0	$10,000
2023	102-500731	Contracts for Prog Srvs	90018440	$0	$0	$0
2024	102-500731	Contracts for Prog Srvs	90018440	$0	$0	$0
			Subtotal:	*$100,000*	*$0*	*$100,000*

Epidemiological Support
SS-2019-DPHS-07-EPID-01-A05
Fiscal Details

05-95-90-902010-5530 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FAMILY PLANNING GRANT
(100% FF)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	102-500731	Contracts for Prog Srvs	90018440	$10,000	$0	$10,000
2024	102-500731	Contracts for Prog Srvs	90018440	$10,000	$0	$10,000
			Subtotal:	*$20,000*	*$0*	*$20,000*

05-95-090-902010-5240 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, NEWBORN SCREENING REVOLVING FUND
(100% OTHER)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Bud_get	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90080013	$20,000	$0	$20,000
2023	102-500731	Contracts for Prog Svc	90080013	$20,000	$0	$20,000
2024	102-500731	Contracts for Prog Svc	90080013	$20,000	$0	$20,000
			Subtotal	*$60,000*	*$0*	*$60,000*

05-95-090-902010-3487 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL MORTALITY
(100% FF)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90080478	$5,000	$0	$5,000
2023	102-500731	Contracts for Prog Svc	90080478	$5,000	$0	$5,000
2024	102-500731	Contracts for Prog Svc	90080478	$5,000	$0	$5,000
			Subtotal	*$15,000*	$0	*$ 15,000*

05-95-90-902010-7046 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ARTHRITIS
(100% FF)

Epidemiological Support
SS-2019-DPHS-07-EPID-01-A05
Fiscal Details

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90017717	$50,000	$0	$50,000
			Subtotal	*$50,000*	*$0*	*$50,000*

05-95-90-901010-8011 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, PREVENTIVE HEALTH BLOCK GRANT (100% FF)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Srvs	90001021	$55,000	$0	$55,000
2021	102-500731	Contracts for Prog Srvs	90001021	$140,000	$0	$140,000
2022	102-500731	Contracts for Prog Srvs	90001021	$100,000	$0	$100,000
2023	102-500731	Contracts for Prog Srvs	90001021	$0	$0	$0
2024	102-500731	Contracts for Prog Srvs	90001021	$0	$94,348	$94,348
			Subtotal	*$295,000*	*$94,348*	*$389,348*

05-95-90-901010-5771 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, PH COVID-19 HEALTH DISPARITIES (100% FF)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90577100	$25,000	$0	$25,000
2023	102-500731	Contracts for Prog Svc	90577100	$25,000	$0	$25,000
			Subtotal	*$50,000*	*$0*	*$50,000*
			TOTAL	**$1,430,000**	**$94,348**	**$1,524,348**

AMENDMENT #5 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 **6/20/18**, item # **26, as amended and approved by Governor and Executive Council on 9/18/19, item #24; 5/20/20, item #12; 2/17/21, item #14; and most recently on 10/13/21, item #27**, for the Project titled "**Epidemiological Support**," Campus Project Director, **Dr. David Laflamme**, 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: Provide additional funding and extend the project period end date for the State Health Assessment & State Health Improvement Plan Services.

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 **N/A** with **N/A** and/or USNH campus from **N/A** to **N/A**.
- Article B. is revised to replace the Project End Date of **6/30/2023** with the revised Project End Date of **6/30/2024**, and Exhibit A, article B is revised to replace the Project Period of **7/1/2018 – 6/30/2023** with **7/1/2018 – 6/30/2024**.
- Article C. is amended to expand Exhibit A by including the proposal titled, "**Exhibit A, Item F-2 Budget - Amendment # 5**," dated **6/5/2023**.
- Article D. is amended to change the State Project Administrator to **N/A** and/or the Campus Project Administrator to **N/A**.
- Article E. is amended to change the State Project Director to **N/A** and/or the Campus Project Director to **N/A**.
- Article F. is amended to add funds in the amount of **$94,348** and will read:

  Total State funds in the amount of **$1,524,348** 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:

DS

Campus Authorized Official

Date 6/7/2023

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. from under CFDA# **(See Exhibit B-2, Amendment #4, Methods and Conditions Precedent to Payment.** 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 #5** to the Cooperative Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Director, Pre-Award
Signature and Date: DocuSigned by: Karen Jensen 6/7/2023 BDCC2BEAFB7B464...

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

Name: Patricia M. Tilley
Title: Director
Signature and Date: DocuSigned by: Patricia M. Tilley 6/9/2023 846FB38F5BFD4C8...

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

Name: Robyn A. Guarino
Title: Attorney
Signature and Date: DocuSigned by: Robyn Guarino 6/8/2023 748734844941460...

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

Name:
Title:
Signature and Date:

DS KJ
Campus Authorized Official
Date 6/7/2023

EXHIBIT A

A. Project Title: Epidemiological Support (SS-2019-DPHS-07-EPIDE-01-A05)

B. Project Period: July 18, 2018 - June 30, 2024, as follows:

1. Epidemiology Support services with no change to the Project Period end date of June 30, 2024.

2. State Health Assessment (SHA) and State Health Improvement Plan (SHIP) services Project Period end date is extended from June 30, 2023 to June 30, 2024.

C. Objectives: To continue to assist the Department in the development of the next New Hampshire State Health Assessment (SHA) and State Health Improvement Plan (SHIP).

D. Scope of Work: See Exhibit A-1, Amendment #1, Scope of Services, and Exhibit A-4, Amendment #3, Additional Scope of Work.

E. Deliverables Schedule: See Exhibit A-1, Amendment #1, Scope of Services and Exhibit A-4, Amendment #3, Additional Scope of Work.

F. Budget and Invoicing Instructions: See Exhibit A, Item F-1 Budget - Amendment #3, Exhibit A, Item F-2 Budget - Amendment #5; and Exhibit B-2 - Amendment #4, Method and Conditions Precedent to Payment.

1. Modify Exhibit A, Item F-2 Budget - Amendment #4, by replacing it in its entirety with Exhibit A, Item F-2 Budget - Amendment #5, which is attached hereto and incorporated by reference herein.

2. Modify Exhibit B-2 - Amendment #4, Methods and Conditions Precendent to Payment, by modifying Section 2. to read:

2. This contract is funded with:

2.1. 67% Federal Funds from:

2.1.1. The Maternal and Child Health Services Block Grant to the States, by the US Department of Health and Human Services, Health Resources and Services Administration (HRSA); Assistance Listing Number (ALN) #93.994; Federal Award Identification Numbers (FAINs) B04MC32557 as awarded on November 14, 2018; B04MC33853 as awarded on October 30, 2019; and B04MC404148 as awarded on November 7, 2020.

2.1.2. The Personal Responsibility Education Program, by the US Department of Health and Human Services, Administration for Children and Families, ALN #93.092; FAINs 1701NHPREP as awarded on December 2, 2016; 1801NHPREP as awarded on June 7, 2018; 1901NHPREP as awarded on October 18, 2019; and 2001NHPREP as awarded on April 16, 2020.

2.1.3. The Preventive Health and Human Services Block Grant, by the Centers for Disease Control and Prevention; ALN #93.991; FAINs NB01OT009205 as awarded on October 3 2018;

DS

Campus Authorized Official

Date 6/7/2023

NB01OT009285 as awarded on August 5, 2019; NB01OT009366 as awarded on September 16, 2020;and FAINs NB01OT009454as awarded on August 22, 2022.

2.1.4. The New Hampshire Public Health Approaches to Addressing Arthritis, as awarded on March 25, 2020 by the Centers for Disease Control and Prevention, Assistance Programs for Chronic Disease Prevention and Control; ALN #93.945; FAIN NU58DP006448.

2.1.5. The New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on August 13, 2021 by the Centers for Disease Control and Prevention; ALN #93.391; FAIN NH75OT000031.

2.1.6. The NH Maternal Mortality Program, as awarded on June 30, 2020 by the Centers for Disease Control and Prevention; ALN #93.478; FAIN NU58DP006693.

2.1.7. The Family Planning Title X Grant, by the US Department of Health and Human Services, Office of the Secretary, OASH Grants and Acquisitions Management Division; ALN #93.217; FAINs FPHPA006511 as awarded on March 23, 2022.

2.2. 29% General Funds.

2.3. 4% Other Funds.

3. Modify Exhibit B-2 - Amendment #4, Methods and Conditions Precendent to Payment, by modifying Section 3.1. to read:

Payment shall be made on a cost reimbursment basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items in Exhibit A, Item F-1 Budget - Amendment #3 and Exhibit A, Item F-2 Budget - Amendment #5.

Campus Authorized Official DS kf

Date 6/7/2023

Exhibit A, Item F-2 Budget - Amendment #5

University of New Hampshire - Project Name: Epidemiological Support State Health Assessment (SHA) and State Health Improvement Plan (SHIP) Services Project Period: September 18, 2019 - June 30, 2024							
Budget Items	**SFY 2019 Budget**	**SFY 2020 Budget**	**SFY 2021 Budget**	**SFY 2022 Budget**	**SFY 2023 Budget**	**SFY 2024 Budget**	**TOTAL**
1. Salaries & Wages	$0	$31,263	$50,271	$47,759	$6,653	$33,234	$169,180
2. Employee Fringe Benefits	$0	$14,068	$22,019	$20,518	$2,501	$9,020	$68,126
3. Travel	$0	$4,000	$3,400	$900	$0	$283	$8,583
4. Supplies and Services	$0	$34,002	$43,495	$36,942	$12,854	$200	$127,493
5. Consultant	$0	$0	$0	$0	$0	$40,500	$0
Subtotal Direct Costs	**$0**	**$83,333**	**$119,185**	**$106,119**	**$22,008**	**$83,237**	**$413,882**
6. Facilities & Admin Costs	$0	$21,667	$20,815	$18,881	$2,992	$11,111	$75,466
TOTALS	**$0**	**$105,000**	**$140,000**	**$125,000**	**$25,000**	**$94,348**	**$489,348**

Contractor Initials DS KJ

Date 6/7/2023

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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www.dhhs.nh.gov

September 13, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing cooperative project agreement with the University of New Hampshire (VC#315187), Durham, NH, to continue assisting the Department with the development of the State Health Assessment (SHA) and the State Health Improvement Plan (SHIP), by exercising a renewal option by increasing the price limitation by $50,000 from $345,000 to $395,000 and by extending the completion date from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

Services relative to the Epidemiological Support portion of the agreement have no change to the completion date of June 30, 2024 and no change in the price limitation for these services.

Upon Governor and Executive Council approval of the above action, the total contract price limitation increases by $50,000 from $1,380,000 to $1,430,000. 65% Federal Funds. 31% General Funds. 4% Other Funds.

The original contract was approved by Governor and Council on June 20, 2018, item #26, amended on September 18, 2019, item #24, amended on May 20, 2020, item #12, and most recently amended on February 17, 2021, item #14.

Funds are available in the following accounts for State Fiscal Year 2022 and State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to ensure continued assistance is available to the Department for the development of the legislatively mandated New Hampshire State Health Assessment established in NH RSA 126-A:87, which identifies trends in health as well as environmental, social and economic factors that affect the health of all individuals in New Hampshire.

The Contractor will perform the scope of work under the direction of the Department and the State Health Improvement Plan Advisory Council established in NH RSA 126-A:88. The Contractor is uniquely qualified to utilize its existing epidemiological capacity to assist the Department in assessing current data sources and developing new data sources.

The Contractor will continue identifying data sources that describe the health and wellbeing of people in New Hampshire; identifying disparities that impact health and access to health care, including gaps in the health care delivery system; determining a process for setting priorities for the State Health Improvement Plan; and assisting with identifying strategies to improve health outcomes for all people in New Hampshire.

The Contractor will continue facilitating meetings of the State Health Improvement Plan Advisory Council; providing guidance on accessing community feedback for the State Health Assessment and State Health Improvement Plan; and producing State Health Assessment and State Health Improvement Plan reports that summarize the findings.

As referenced in Exhibit A, Section B of the original Cooperative Project Agreement, the parties have the option to extend the agreement contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services relative to the State Health Assessment and State Health Improvement Plan for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, the Department will not have the ability to develop the State Health Assessment, perform analysis of health and human services data, and subsequently develop the State Health Improvement Plan, which will hinder improvements to health outcomes for New Hampshire residents.

Area served: Statewide

Source of Funds: Assistance Listing Number #93.391, FAIN #NU58DP006693.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

FISCAL DETAILS

Epidemiological Support
SS-2019-DPHS-07-EPIDE-01-A04

Requested Action (SHA/SHIP Services):

05-95-90-902010-7046 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ARTHRITIS (100% FF 0%GF 0%Other)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90017717	$50,000	$0	$50,000
2021	102-500731	Contracts for Prog Svc	90017717	$40,000	$0	$40,000
			Subtotal	*$90,000*	*$0*	*$90,000*

05-95-90-901010-8011 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, PREVENTATIVE HEALTH BLOCK GRANT (100% FF 0% GF 0% Other)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Srvs	90001021	$55,000	$0	$55,000
2021	102-500731	Contracts for Prog Srvs	90001021	$100,000	$0	$100,000
2022	102-500731	Contracts for Prog Srvs	90001021	$100,000	$0	$100,000
			Subtotal	*$255,000*	*$0*	*$255,000*

05-95-90-901010-5771 HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, PH COVID-19 HEALTH DISPARITIES (100% FF 0% GF 0% Other)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2022	102-500731	Contracts for Program Services	90577100	$0	$25,000	$25,000
2023	102-500731	Contracts for Program Services	90577100	$0	$25,000	$25,000
			Subtotal	*$0*	*$50,000*	*$50,000*
			Total Requested Action	**$345,000**	**$50,000**	**$395,000**

FISCAL DETAILS

Epidemiological Support
SS-2019-DPHS-07-EPIDE-01-A04

Prior Action (Epidemiological Support):

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL - CHILD HEALTH (48% FF 52% GF 0% Other)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2020	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2021	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2022	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2023	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2024	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
			Subtotal:	*$840,000*	*$0*	*$840,000*

05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FED NH PREP GRANT (100% FF 0% GF 0% Other)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2020	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2021	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2022	102-500731	Contracts for Prog Srvs	90018440	$10,000	$0	$10,000
2023	102-500731	Contracts for Prog Srvs	90018440	$10,000	$0	$10,000
2024	102-500731	Contracts for Prog Srvs	90018440	$10,000	$0	$10,000
			Subtotal:	*$120,000*	*$0*	*$120,000*

FISCAL DETAILS

Epidemiological Support
SS-2019-DPHS-07-EPIDE-01-A04

05-95-090-902010-5240 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, NEWBORN SCREENING REVOLVING FUND (0% FF 0% GF 100% Other)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90080013	$20,000	$0	$20,000
2023	102-500731	Contracts for Prog Svc	90080013	$20,000	$0	$20,000
2024	102-500731	Contracts for Prog Svc	90080013	$20,000	$0	$20,000
			Subtotal	*$60,000*	*$0*	*$60,000*

05-95-090-902010-3487 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL MORTALITY (100% FF 0% GF 0% Other)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90080478	$5,000	$0	$5,000
2023	102-500731	Contracts for Prog Svc	90080478	$5,000	$0	$5,000
2024	102-500731	Contracts for Prog Svc	90080478	$5,000	$0	$5,000
			Subtotal	*$15,000*	*$0*	*$15,000*
			Total Prior Action	**$1,035,000**	**$0**	**$1,035,000**
			GRAND TOTAL	**$1,380,000**	**$50,000**	**$1,430,000**

AMENDMENT #4 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 **6/20/18, item # 26, and amended and approved by Governor and Executive Council on 9/18/19, item #24; 5/20/20, item #12; and 2/17/21, item #14,** for the Project titled "**Epidemiological Support,**" Campus Project Director, **Dr. David Laflamme,** 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:

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 **N/A** with **N/A** and/or USNH campus from **N/A** to **N/A.**
- 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 **N/A – N/A.**
- Article C. is amended to expand Exhibit A by including the proposal titled, "**N/A,**" dated **N/A.**
- Article D. is amended to change the State Project Administrator to **N/A** and/or the Campus Project Administrator to **N/A.**
- Article E. is amended to change the State Project Director to **N/A** and/or the Campus Project Director to **N/A.**
- Article F. is amended to add funds in the amount of **$50,000** and will read:

  Total State funds in the amount of **$1,430,000** 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# **(See Exhibit B-2, Amendment #4, Methods and Conditions Precedent to Payment).** Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the

Campus Authorized Official EJ
Date 9/13/2021

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 #4** to the Cooperative Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Director, Pre-Award
Signature and Date: DocuSigned by: Karen Jensen 9/13/2021

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

Name: Patricia M. Tilley
Title: Director
Signature and Date: DocuSigned by: Patricia M. Tilley 9/13/2021

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

Name: J. Christopher Marshall
Title: Assistant Attorney General
Signature and Date: DocuSigned by: J. Christopher Marshall 9/13/2021

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

Name:
Title:
Signature and Date:

Campus Authorized Official: EJ
Date: 9/13/2021

EXHIBIT A

A. Project Title: Epidemiological Support (SS-2019-DPHS-07-EPIDE-01-A04)

B. Project Period: July 18, 2018 - June 30, 2024, as follows:

1. Epidemiology Support Services project period end date of June 30, 2024 remains unchanged.

2. Services related to the State Health Assessment (SHA) and State Health Improvement Plan (SHIP) project period are extended through June 30, 2023.

C. Objectives: To continue to assist the Department in the development of the next New Hampshire State Health Assessment (SHA) and State Health Improvement Plan (SHIP).

D. Scope of Work:

1. Modify Exhibit A-4 - Amendment #3, Additional Scope of Services, Section 1, Scope of Work, Subsection 1.11, to read:

1.11. The Contractor shall implement community engagement efforts by:

1.11.1. Facilitating the monthly meetings of the SHA/SHIP Advisory Council Subcommittee on Community Engagement;
1.11.2. Creating protocols and facilitating up to fifteen (15) community input sessions (held virtually);
1.11.3. Conducting qualitative analysis of all data;
1.11.4. Providing written summaries of data collection findings; and
1.11.5. Providing honorariums and stipends to all recruitment partners and research participants.

2. Modify Exhibit A-4 - Amendment #3, Additional Scope of Services, Section 1, Scope of Work, Subsection 1.12, to read:

1.12. The Contractor shall develop, print and disseminate SHA and SHIP Reports that summarize the SHA findings to the Department and the Advisory Council, utilizing a format approved by the Department.

3. Modify Exhibit A-4 - Amendment #3, Additional Scope of Services, Section 1, Scope of Work, by adding Subsection 1.13, to read:

1.13. The Contractor shall develop and implement a SHA and SHIP website with interactive features including, but not limited to:

1.13.1. Interactive data visualization and dashboard of the SHA.
1.13.2. Photo Voice profiles, if developed.
1.13.3. SHIP priorities, goals and action plans.

Campus Authorized Official
Date 9/13/2021

E. **Deliverables Schedule:** See Exhibit A-1, Amendment #1, Scope of Services and Exhibit A-4 - Amendment #3, Additional Scope of Services.

F. **Budget and Invoicing Instructions:** See Exhibit A, Item F-1 Budget - Amendment #3; Exhibit A, Item F-2 Budget - Amendment #4; and Exhibit B-2 - Amendment #4, Method and Conditions Precedent to Payment.

1. Modify Exhibit A, Item F-2 Budget - Amendment #3 by replacing it in its entirety with Exhibit A, Item F-2 Budget - Amendment #4, which is attached hereto and incorporated by reference herein.

2. Modify Exhibit B-2 - Amendment #3, Methods and Conditions Precedent to Payment, by replacing it in its entirety with Exhibit B-2 - Amendment #4, Methods and Conditions Precedent to Payment, which is attached hereto and incorpoated by reference herein.

Campus Authorized Official

Date 9/13/2021

University of New Hampshire Project Name: Epidemiological Support State Health Assessment (SHA) and State Health Improvement Plan (SHIP) Services Project Period: September 18, 2019 through June 30, 2023 Exhibit A, Item F-2 Budget - Amendment #4							
Budget Items	**SFY 2019 Budget**	**SFY 2020 Budget**	**SFY 2021 Budget**	**SFY 2022 Budget**	**SFY 2023 Budget**	**SFY 2024 Budget**	**TOTAL**
1. Salaries & Wages	$0	$31,263	$50,271	$47,759	$6,653	$0	$135,946
2. Employee Fringe Benefits	$0	$14,068	$22,019	$20,518	$2,501	$0	$59,106
3. Travel	$0	$4,000	$3,400	$900	$0	$0	$8,300
4. Supplies and Services	$0	$34,002	$43,495	$36,942	$12,854	$0	$127,293
5. Equipment	$0	$0	$0	$0	$0	$0	$0
Subtotal Direct Costs	$0	$83,333	$119,185	$106,119	$22,008	$0	$330,645
6. Facilities & Admin Costs	$0	$21,667	$20,815	$18,881	$2,992	$0	$64,355
TOTALS	$0	$105,000	$140,000	$125,000	$25,000	$0	$395,000

Exhibit B-2 – Amendment #4

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Total State funds listed in Section F of the Cooperative Project Agreement for the services provided by the Contractor pursuant to Exhibit A-1, Amendment #1, Scope of Services and Exhibit A-4, Amendment #3, Additional Scope of Services.

2. This contract is funded with:

   2.1 28% Federal Funds from the Maternal and Child Health Services Block Grant to the States, by the US Department of Health and Human Services, Health Resources and Services Administration (HRSA); Assistance Listing Number (ALN) #93.994; Federal Award Identification Numbers (FAINs) B04MC32557 as awarded on November 14, 2018; B04MC33853 as awarded on October 30, 2019; and B04MC404148 as awarded on November 7, 2020.

   2.2 8% Federal Funds from the Personal Responsibility Education Program, by the US Department of Health and Human Services, Administration for Children and Families, ALN #93.092; FAINs 1701NHPREP as awarded on December 2, 2016; 1801NHPREP as awarded on June 7, 2018; 1901NHPREP as awarded on October 18, 2019; and 2001NHPREP as awarded on April 16, 2020.

   2.3 18% Federal Funds from the Preventive Health and Human Services Block Grant, by the Centers for Disease Control and Prevention; ALN #93.991; FAINs NB01OT009205 as awarded on October 3 2018; NB01OT009285 as awarded on August 5, 2019; and NB01OT009366 as awarded on September 16, 2020.

   2.4 6% Federal Funds from the New Hampshire Public Health Approaches to Addressing Arthritis, as awarded on March 25, 2020 by the Centers for Disease Control and Prevention, Assistance Programs for Chronic Disease Prevention and Control; ALN #93.945; FAIN NU58DP006448.

   2.5 4% Federal Funds from the New Hampshire Initiative to Address COVID-19 Health Disparities, as awarded on August 13, 2021 by the Centers for Disease Control and Prevention; ALN #93.391; FAIN NH75OT000031.

   2.6 1% Federal Funds from the NH Maternal Mortality Program, as awarded on June 30, 2020 by the Centers for Disease Control and Prevention; ALN #93.478; FAIN NU58DP006693.

   2.7 31% General Funds.

   2.8 4% Other Funds.

3. Payment for said services shall be made monthly as follows:

   3.1 Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement; and shall be in accordance with the approved line items in Exhibit A, Item F-1 Budget – Amendment #3 and Exhibit A, Item F-2 Budget - Amendment #4.

   3.2 The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.

   3.3 The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

   3.4 The final invoice shall be due to the State no later than forty (40) days after the date specified on the Cooperative Project Agreement.

Exhibit B-2 – Amendment #4

3.5 In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Division of Public Health Services
Department of Health and Human Services
29 Hazen Dr.
Concord, NH 03301

3.6 Payment may be withheld pending receipt of required reports or documentation as identified in Exhibit A-1, Amendment #1, Scope of Services; Exhibit A-4 - Amendment #3, Additional Scope of Services; and in this Exhibit B-2 – Amendment #4, Methods and Conditions Precedent to Payment.

3.7 Notwithstanding 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, changes limited to encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

January 28, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** amendment to an existing agreement with the University of New Hampshire (VC #315187), Durham, NH, as follows:

Request #1: For the continued provision of epidemiological support to the Department, by exercising a contract renewal by increasing the price limitation by $525,000 from $510,000 to $1,035,000 and extending the completion date from June 30, 2021 to June 30, 2024 effective July 1, 2021, or upon Governor and Council approval, whichever is later. 47% Federal Funds. 42% General Funds. 11% Other Funds (Newborn Screening Revolving Fund).

Request #2: To continue assisting the Department with the development of the State Health Assessment (SHA) and the State Health Improvement Plan (SHIP), by exercising a contract renewal by increasing the price limitation by $200,000 from $145,000 to $345,000 and extending the completion date from June 30, 2021 to June 30, 2022, effective **Retroactive** to September 1, 2020, upon Governor and Council approval. 100% Federal Funds.

Upon Governor and Executive Council approval of Requested Actions 1 and 2, the total contract price limitation increases by $725,000 from $655,000 to $1,380,000. 62% Federal Funds. 30% General Funds. 8% Other Funds.

The original contract was approved by Governor and Council on June 20, 2018, item #26. It was subsequently amended with Governor and Council approval on September 18, 2019, item #24, and most recently amended with Governor and Council approval on May 20, 2020, item #12.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

Requests #1 & #2 are **Sole Source** because MOP 150 requires (1) any subsequent amendment to a sole source agreement be labeled as a sole source request.

Request #2 is **Retroactive** due to contract review and the approval process taking longer than anticipated. The Department is adding additional scope of work in order to comply with State Health Assessment mandated legislation 2020, 39:16, RSA 126-A:87 and RSA 126-A:88, effective July 29, 2020, and is adding funding for State Fiscal Year 2021 as a result. The Contractor has been performing the additional scope of work in good faith, and will continue to assist the Department with the development of the State Health Assessment and the State Health Improvement Plan through June 30, 2022, under the guidance of the Department, as mandated by legislation.

The purpose of **Request #1** is to ensure continued epidemiology support to the Maternal and Child Health program with the required analysis of health and programmatic data to understand maternal and child health needs across the state in order to identify and target needed interventions.

The Department will continue to monitor services by:

- Monitoring maternal deaths on a monthly basis by analyzing the vital records death dataset. On a quarterly basis, a data linkage will be conducted between the births and deaths to identify maternal deaths missed within the death certificate coding;
- Assessing teen birth rates statewide annually by county and major city;
- Assessing the timeliness of Newborn Screening in New Hampshire annually; and
- Conducting an analysis of vital records and other data to support the Title V Block Grant annually.

The purpose of **Request #2** is for continued assistance to the Department with the development of the New Hampshire State Health Assessment and State Health Improvement Plan which will further identify trends in health as well as environmental, social and economic factors that affect the health of all individuals in New Hampshire. The Contractor will perform all scope of work under the direction of State Health Assessment and State Health Improvement Plan Advisory Council established in RSA 126-A:87 and RSA 126-A:88. The Contractor is uniquely qualified to utilize its existing epidemiological capacity to assist the Department in assessing current data sources.

The Contractor will identify the data necessary to describe the issues and areas as identified in the State Health Improvement Plan legislation. These include a description of the status of health and well-being in New Hampshire; identification of disparities that impact health and access to care; health care service delivery, including inter-entity collaboration and gaps or redundancies; and the determination of priorities for the state health improvement plan.

The Contractor, under the direction of the Advisory Council and Department, will develop the State Health Improvement Plan to focus strategies to reduce inequities and improve health outcomes for all citizens of NH.

The Contractor will assist with meetings of the State Health Improvement Plan Advisory Council to provide guidance on the vision and mission, development of data sets, access community feedback for the State Health Assessment and State Health Improvement Plan, as well as produce State Health Assessment and State Health Improvement Plan reports summarizing the findings.

As referenced in Exhibit A, Section B, of the original Cooperative Project Agreement, the parties have the option to extend the agreement contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to:

- Renew epidemiology support services for three (3) years of the three (3) years available, as indicated in Requested Action #1; and
- Renew services related to the State Health Assessment and State Health Improvement Plan for one (1) year of the three (3) years available, as indicated in Requested Action #2.

Should the Governor and Council not authorize these requests:

Request #1: The Department will not have the ability to perform the required analysis of health and programmatic data to prioritize effectively and meet the evaluation requirements of Federal Funders. More importantly, without epidemiology support, the Maternal and Child Health program will not have accurate and timely information to improve current strategies designed to improve health outcomes for New Hampshire's women, children and families across their lifespan.

Request #2: The Department will not have the ability to develop the State Health Assessment and perform analysis of health and human services data and subsequent development of the State Health Improvement Plan, which will hinder improvements to health outcomes for New Hampshire residents.

Area served: Statewide

Sources of Funds: CFDA #93.991, FAIN NB01OT009366; CFDA #93.478, FAIN NU58DP006693; CFDA #93.994, FAIN B04MC340148; CFDA #93.092, FAIN 2001NHPREP.

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

Respectfully Submitted

Lori A. Shibinette
Commissioner

FISCAL DETAILS

Epidemiological Support
SS-2019-DPHS-07-EPIDE-01-A03

Requested Action #1:

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL - CHILD HEALTH (48% FF 52% GF 0% Other)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2020	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2021	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2022	102-500731	Contracts for Prog Srvs	90080001	$0	$140,000	$140,000
2023	102-500731	Contracts for Prog Srvs	90080001	$0	$140,000	$140,000
2024	102-500731	Contracts for Prog Srvs	90080001	$0	$140,000	$140,000
			Subtotal:	*$420,000*	*$420,000*	*$840,000*

05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FED NH PREP GRANT (100% FF 0% GF 0% Other)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2020	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2021	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2022	102-500731	Contracts for Prog Srvs	90018440	$0	$10,000	$10,000
2023	102-500731	Contracts for Prog Srvs	90018440	$0	$10,000	$10,000
2024	102-500731	Contracts for Prog Srvs	90018440	$0	$10,000	$10,000
			Subtotal:	*$90,000*	*$30,000*	*$120,000*

FISCAL DETAILS

Epidemiological Support
SS-2019-DPHS-07-EPIDE-01-A03

05-95-090-902010-5240 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, NEWBORN SCREENING REVOLVING FUND (0% FF 0% GF 100% Other)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90080013	$0	$20,000	$20,000
2023	102-500731	Contracts for Prog Svc	90080013	$0	$20,000	$20,000
2024	102-500731	Contracts for Prog Svc	90080013	$0	$20,000	$20,000
			Subtotal	*$0*	*$60,000*	*$60,000*

05-95-090-902010-3487 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL MORTALITY (100% FF 0% GF 0% Other)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90080478	$0	$5,000	$5,000
2023	102-500731	Contracts for Prog Svc	90080478	$0	$5,000	$5,000
2024	102-500731	Contracts for Prog Svc	90080478	$0	$5,000	$5,000
			Subtotal	*$0*	*$15,000*	*$15,000*
			Total Requested Action #1	**$510,000**	**$525,000**	**$1,035,000**

Requested Action #2:

05-95-90-902010-7046 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ARTHRITIS (100% FF 0%GF 0%Other)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90017717	$50,000	$0	$50,000
			Subtotal	*$50,000*	*$0*	*$50,000*

FISCAL DETAILS

Epidemiological Support
SS-2019-DPHS-07-EPIDE-01-A03

05-95-90-901010-8011 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, PREVENTIVE HEALTH BLOCK GRANT (100% FF 0% GF 0% Other)

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Srvs	90001021	$55,000	$0	$55,000
2021	102-500731	Contracts for Prog Srvs	90001021	$40,000	$100,000	$140,000
2022	102-500731	Contracts for Prog Srvs	90001021	$0	$100,000	$100,000
			Subtotal	*$95,000*	*$200,000*	*$295,000*
			Total Requested Action #2	**$145,000**	**$200,000**	**$345,000**
			GRAND TOTAL	**$655,000**	**$725,000**	**$1,380,000**

AMENDMENT #3 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 **6/20/18**, item # **26, as amended and approved by Governor and Executive Council on September 18, 2019, item #24, and as amended and approved by Governor and Executive Council on May 20, 2020, item #12**, for the Project titled "**Epidemiological Support**," Campus Project Director, **Dr. David Laflamme**, 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:

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 **June 30, 2021** with the revised Project End Date of **June 30, 2024**, and Exhibit A, article B is revised to replace the Project Period of **July 1, 2018 – June 30, 2021** with **July 1, 2018 – June 30, 2024**.
- 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 **$725,000** and will read:

  Total State funds in the amount of **$1,380,000** 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.

Campus Authorized Official DS
Date 1/27/2021

from under CFDA# **(See Exhibit B-2 - Amendment #3, Method and Conditions Precedent to Payment.)**

. 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: Director of Research Administration
Signature and Date: Karen M. Jensen 1/30/2020

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

Name: Lisa M. Morris
Title: Director
Signature and Date: Lisa M. Morris 1/28/2020

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

Name: Catherine Pinos
Title: Attorney

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

Name:
Title:

Campus Authorized Official_____
Date_____

Signature and Date: DocuSigned by: 1/30/2020 | 2C4AE...

Signature and Date:

EXHIBIT A

A. **Project Title:** Epidemiological Support (SS-2019-DPHS-07-EPIDE-01-A03)

B. **Project Period:** July 1, 2018 - June 30, 2024, as follows:

1. **Epidemiology Support Services Project Period is extended through June 30, 2024.**

2. **Services related to the State Health Assessment (SHA) and State Health Improvement Plan (SHIP) Project Period is extended through June 30, 2022.**

C. **Objectives:** To continue to assist the Department in development of the next New Hampshire State Health Assessment (SHA) and State Health Improvement Plan (SHIP).

D. **Scope of Work:** Amend Exhibit A-4, Additional Scope of Services - Amendment #2 by replacing it in its entirety with Exhibit A-4, Additional Scope of Services - Amendment #3.

E. **Deliverables Schedule:**

F. **Budget and Invoicing Instructions:** See Exhibit A, Item F-1 Budget - Amendment #3; Exhibit A, Item F-2 Budget - Amendment #3; and Exhibit B-2 - Amendment #3.

Amend Exhibit B-2 - Amendment #2, Method and Conditions Precedent to Payment, by replacing it in its entirety with Exhibit B-2 - Amendment #3, Method and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

Modify Exhibit A, Item F-1, Budget Table, by replacing it in its entirety with Exhibit A, Item F-1 Budget - Amendment #3, which is attached hereto and incorporated by reference herein.

Modify Exhibit A, Item F-2, Budget Table - Amendment #2, by replacing it in its entirety with Exhibit A, Item F-2 Budget - Amendment #3, which is attached hereto and incorporated by reference herein.

DS

Campus Authorized Official

Date 1/27/2021

Additional Scope of Services

1. Scope of Work

1.1. The Contractor shall, in direct consultation with the State Health Assessment and State Health Improvement Plan Advisory Council established by New Hampshire (NH) Revised Statutes Annotated (RSA) 126-A:87, State Health Improvement Plan and NH RSA 126-A:88, State Health Assessment and State Health Improvement Plan Advisory Council Established, assist the Department in developing the New Hampshire State Health Assessment (SHA) and State Health Improvement Plan (SHIP).

1.2. The Contractor shall perform all scope of work in this Exhibit, to assist the Department, under the direction of the SHA-SHIP Advisory Council.

1.3. The Contractor shall identify and gather data on SHA focus areas, including but not limited to:

1.3.1. Community engagement, including volunteerism.

1.3.2. Population health risks and outcomes.

1.3.3. Substance misuse.

1.3.4. Mental health.

1.3.5. Homeless populations.

1.3.6. Incarcerated populations.

1.3.7. Environmental health.

1.3.8. Oral health.

1.3.9. Health information technology.

1.3.10. Access to health care.

1.3.11. Comprehensiveness of health coverage.

1.3.12. Health care costs.

1.4. The Contractor shall conduct background research to support the SHA and SHIP.

1.5. The Contractor shall analyze the data collected identified in Subsection 1.3. to complete an assessment that:

1.5.1. Describes of the status of health and well-being in New Hampshire.

1.5.2. Utilizes input from state and local level stakeholders obtained through public forums.

1.5.3. Identifies disparities in social determinants that impact health, health outcomes and access to care.

1.5.4. Maps health care service delivery, utilization, inter-entity collaboration and identification of gaps or redundancies.

1.5.5. Utilizes existing data for statewide and local planning.

1.5.6. Identifies priorities for the SHIP.

1.6. The Contractor shall conduct Community Input and Listening Sessions to receive feedback on the SHA and SHIP priorities. The Contractor shall:

1.6.1. Work with the Public Health Network Leads to schedule and plan the sessions;

1.6.2. Develop session materials;

1.6.3. Facilitate the sessions;

1.6.4. Scribe session meeting notes;

1.6.5. Synthesize findings from the sessions; and

1.6.6. Provide incentives for the Public Health Network to support their involvement in this work.

1.7. The Contractor may conduct six (6) Photo Voice site visits to collect and document community-based experience as it relates to SHA and SHIP priorities if deemed possible by the Contractor and the Department. The Contractor shall:

1.7.1. Schedule the Photo Voice site visits;

1.7.2. Develop Photo Voice profiles; and

1.7.3. Provide incentives for the Photo Voice visits.

1.8. The Contractor shall develop and disseminate SHA/SHIP community surveys to individuals and community-based provider and advocacy groups as identified by the Department and Advisory Council. The Contractor shall:

1.8.1. Analyze the survey results; and

1.8.2. Synthesize the findings for inclusion in SHA and SHIP.

1.9. The Contractor shall meet with the Advisory Council on a regular basis to advise on SHIP focus areas including, but are not limited to:

1.9.1. Development of data sets.

1.9.2. Community feedback of the SHIP.

1.9.3. Identification of priorities based on the Assessment.

1.9.4. Evidence-based practices.

1.9.5. Strategies to improve health outcomes and reduce inequities

1.9.6. Methods to strengthen public health and human service delivery systems

1.9.7. Priorities and evidence-based practices, integration of services and the leveraging of resources statewide.

1.10. The Contractor shall schedule and coordinate the regular Advisory Council meetings. The Contractor shall ensure activities include, but are not limited to:

1.10.1. Developing and submitting agendas to the Department for approval no later than ten (10) days prior to a scheduled meeting.

1.10.2. Disseminating meeting materials.

1.10.3. Scribing and disseminating meeting notes.

1.10.4. Distributing meeting invitations to stakeholders.

1.11. The Contractor shall develop, print and disseminate SHA and SHIP Reports that summarize the SHA findings to the Department and the Advisory Council, utilizing a format approved by the Department.

1.12. The Contractor shall develop and implement a SHA and SHIP website with interactive features including, but not limited to:

1.12.1. Interactive data visualization and dashboard of the SHA.

1.12.2. Photo Voice profiles, if developed.

1.12.3. SHIP priorities, goals and action plans.

New Hampshire Department of Health and Human Services
Epidemiological Support

Exhibit B-2 – Amendment #3

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Total State funds listed in Section F. of the Cooperative Project Agreement for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services – Amendment #1 and Exhibit A-4, Additional Scope of Services – Amendment #3.

2. This contract is funded with:

   2.1 29% Federal Funds from the Maternal and Child Health Services Block Grant to the States, by the US Department of Health and Human Services, Health Resources and Services Administration (HRSA); CFDA #93.994; Federal Award Identification Numbers (FAINs) B04MC32557 as awarded on November 14, 2018; B04MC33853 as awarded on October 30, 2019; and B04MC404148 as awarded on November 7, 2020.

   2.2 9% Federal Funds from the Personal Responsibility Education Program, by the US Department of Health and Human Services, Administration for Children and Families, CFDA #93.092; FAINs 1701NHPREP as awarded on December 2, 2016; 1801NHPREP as awarded on June 7, 2018; 1901NHPREP as awarded on October 18, 2019; and 2001NHPREP as awarded on April 16, 2020.

   2.3 21% Federal Funds from the Preventive Health and Human Services Block Grant, by the Centers for Disease Control and Prevention; CFDA #93.991; FAINs NB01OT009205 as awarded on October 3 2018; NB01OT009285 as awarded on August 5, 2019; and NB01OT009366 as awarded on September 16, 2020.

   2.4 4% Federal Funds from the New Hampshire Public Health Approaches to Addressing Arthritis, as awarded on March 25, 2020 by the Centers for Disease Control and Prevention, Assistance Programs for Chronic Disease Prevention and Control; CFDA #93.945; FAIN NU58DP006448.

   2.5 1% Federal Funds from the NH Maternal Mortality Program, as awarded on June 30, 2020 by the Centers for Disease Control and Prevention; CFDA #93.478; FAIN NU58DP006693.

   2.6 32% General Funds.

   2.7 4% Other Funds.

3. Payment for said services shall be made monthly as follows:

   3.1 Payment shall be made on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items in Exhibit A, Item F-1 Budget – Amendment #3 and Exhibit A, Item F-2 Budget - Amendment #3.

   3.2 The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.

   3.3 The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

   3.4 The final invoice shall be due to the State no later than forty (40) days after the date specified on the Cooperative Project Agreement.

Exhibit B-2 – Amendment #3

3.5 In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Division of Public Health Services
Department of Health and Human Services
29 Hazen Dr.
Concord, NH 03301

3.6 Payment may be withheld pending receipt of required reports or documentation as identified in Exhibit A-1, Scope of Services – Amendment #1; Exhibit A-4, Additional Scope of Services – Amendment #3; and in this Exhibit B-2 – Amendment #3.

3.7 Notwithstanding 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, changes limited to encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

University of New Hampshire
Project Name: Epidemiology Support
Project Period: July 1, 2018 through June 30, 2024
Exhibit A, Item F-1 Budget - Amendment #3

Budget Items	SFY 2019 Budget	SFY 2020 Budget	SFY 2021 Budget	SFY 2022 Budget	SFY 2023 Budget	SFY 2024 Budget	TOTAL
1. Salaries & Wages	$85,243	$87,800	$90,434	$90,442	$93,156	$95,950	$543,025
2. Employee Fringe Benefits	$36,058	$37,139	$38,254	$39,614	$40,802	$42,026	$233,893
3. Travel	$7,000	$7,000	$5,000	$3,833	$2,826	$138	$25,797
4. Supplies and Services	$6,620	$2,982	$1,233	$5,000	$2,105	$775	$18,715
5. Equipment	$0	$0	$0	$0	$0	$0	$0
Subtotal Direct Costs	$134,921	$134,921	$134,921	$138,889	$138,889	$138,889	$821,430
6. Facilities & Admin Costs	$35,079	$35,079	$35,079	$ 36,111	$ 36,111	$ 36,111	$213,570
TOTALS	$170,000	$170,000	$170,000	$175,000	$175,000	$175,000	$1,035,000

DS KMJ
1/27/2021
1/27/2021

University of New Hampshire
Project Name: State Health Assessment (SHA)
Project Period: September 18, 2019 through June 30, 2022
Exhibit A, Item F-2 Budget - Amendment #3

Budget Items	SFY 2019 Budget	SFY 2020 Budget	SFY 2021 Budget	SFY 2022 Budget	SFY 2023 Budget	SFY 2024 Budget	TOTAL
1. Salaries & Wages	$0	$31,263	$50,271	$41,300	$0	$0	$122,834
2. Employee Fringe Benefits	$0	$14,068	$22,019	$18,089	$0	$0	$54,176
3. Travel	$0	$4,000	$3,400	$900	$0	$0	$8,300
4. Supplies and Services	$0	$34,002	$43,495	$23,822	$0	$0	$101,319
5. Equipment	$0	$0	$0	$0	$0	$0	$0
Subtotal Direct Costs	$0	$83,333	$119,185	$84,111	$0	$0	$286,629
6. Facilities & Admin Costs	$0	$21,667	$20,815	$15,889	$0	$0	$58,371
TOTALS	$0	$105,000	$140,000	$100,000	$0	$0	$345,000

Initials DS EMJ
Date 1/27/2021

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

April 25, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **Sole Source** cooperative project agreement with the University of New Hampshire (VC# 315187), Durham, NH, to continue providing epidemiological expertise to the Department, by increasing the price limitation by $90,000 from $565,000 to $655,000 with no change to the contract completion date of June 30, 2021 effective upon Governor and Council approval. The original contract was approved by Governor and Council on June 20, 2018, item #26, and most recently amended with Governor and Council approval on September 18, 2019, item #24. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2020	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2021	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
			Subtotal:	*$420,000*	*$0*	*$420,000*

05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, TEEN PREGNANCY PREVENTION

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2020	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2021	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
			Subtotal:	*$90,000*	*$0*	*$90,000*

05-95-90-901010-8011 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, PUBLIC HEALTH SYSTEMS, PREVENTATIVE HEALTH BLOCK GRANT

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Srvs	90001021	$55,000	$0	$55,000
			Subtotal:	*$55,000*	*$0*	*$55,000*

05-95-90-902010-7046 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ARTHRITIS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	90017717	$0	$0	$0
2020	102-500731	Contracts for Prog Svc	90017717	$ 0	$50,000	$50,000
2021	102-500731	Contracts for Prog Svc	90017717	$ 0	$40,000	$40,000
			Subtotal	*$ 0*	*$90,000*	*$90,000*
			Total	**$565,000**	**$90,000**	**$655,000**

EXPLANATION

This request is **Sole Source** because the cooperative project agreement was originally approved as sole source and MOP 150 requires any subsequent amendments be labelled as sole source. The Department has had an existing arrangement with the University of New Hampshire for a joint faculty/epidemiologist appointment for more than fifteen (15) years. This agreement allows the Department to access sophisticated, academic epidemiology, data analysis and evaluation services, and allows the Contractor to place one of their faculty in a public health, government setting; adding real world experience to the academic institution. As previously stated, the original contract was approved by Governor and Council on June 20, 2018, item #26, and most recently amended with Governor and Council approval on September 18, 2019, item #24.

The purpose of this request is for the Contractor to assist the Department in developing the 2020 New Hampshire State Health Assessment and the State Health Improvement Plan, which will further identify trends in health problems as well as environmental, social, and economic factors that affect the health of all people in New Hampshire. The Contractor is uniquely qualified to utilize its existing epidemiological capacity to assist the Department in assessing current data sources in an abbreviated timeframe.

As part of a comprehensive planning process for improving the health of all residents in New Hampshire, the State Health Assessment:

- Identifies health needs and issues through systematic, comprehensive data collection and analysis.
- Identifies data sets that describe the demographics of the State, health outcomes and risk factors, and trends in health problems, environmental health hazards and social and economic factors that affect the health of New Hampshire residents.
- Includes information on the existence and extent of potential health inequities among groups of New Hampshire residents or geographic areas of the State.

The Contractor will ensure local communities and those with lived experience have an opportunity to inform, participate in and provide feedback on the State Health Assessment. The Department and community partners will use the data to develop a State Health Improvement Plan that will serve as a blueprint for action to improve health outcomes, reduce health disparities, and strengthen public health and human services delivery systems.

The Contractor will also develop an interactive website that includes both the State Health Assessment and State Health Improvement and interactive features such as a data dashboard, community feedback and State Health Improvement Plan priorities, goals and action plans.

The Department will continue to monitor contracted services by:

- Monitoring maternal deaths on a monthly basis by analyzing the vital records death dataset. On a quarterly basis, a data linkage will be conducted between the births and deaths to identify maternal deaths missed within the death certificate coding.
- Assessing teen birth rates statewide annually by county and major city.
- Assessing the timeliness of Newborn Screening in New Hampshire annually.
- Conducting an analysis of vital records and other data to support the Title V Block Grant annually.

The Contractor will develop a corrective action plan for any performance measure not achieved.

Should the Governor and Council not authorize this request, the Department may not have the ability to perform the 2020 State Health Assessment and analysis of health and human services data, and subsequent plan, which could hinder improvements to health outcomes for New Hampshire residents.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention, CFDA #93.991, FAIN NB01OT009285 and CFDA #93.945, FAIN NU58DP006448.

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

Respectfully submitted,

Ann H. Landry
Associate Commissioner

AMENDMENT #2 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 **June, 20, 2018, item # 26, as amendmended and approved by Governor and Executive Council on September 18, 2019, item #24**, for the Project titled "**Epidemiological Support**," Campus Project Director, **David LaFlamme**, 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:

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 **$90,000** and will read:

  Total State funds in the amount of **$655,000** 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 US **Department of Health and Human Services, Health Resources and Services Administration (HRSA), CFDA #93.994; US Department of Health and Human Services, Administration for Children and Families**

Campus Authorized Official KJ
Date 4/10/20

under CFDA# #93.092. **Amendment #1 is funding with Federal funds from the Centers for Disease Control and Prevention, Preventive Health and Human Services Block Grant Prevention, CFDA #93.991. Amendment #2 is funded with Federal funds from the Centers for Disease Control and Prevention, Preventive Health and Human Services Block Grant Prevention, CFDA #93.991, Federal Award Identification Number (FAIN) NB01OT009285 and CFDA #93.945, FAIN NU58DP006448.** 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: Director, Sponsored Programs Administration
Signature and Date: Karen Jensen 4/10/20

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

Name: Lisa M. Morris Ann Landry
Title: Director Asst Dir
Signature and Date: 4/10/20

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

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

Campus Authorized Official KJ
Date 4/10/20

Name: Jill Perley
Title:
Signature and Date: 4/28/2020

Name:
Title:
Signature and Date:

EXHIBIT A

A. **Project Title:** Epidemiological Support (SS-2019-DPHS-07-EPIDE-A02)

B. **Project Period:** July 1, 2018 - June 30, 2021

C. **Objectives:** To continue to assist the Department in development of the next New Hampshire State Health Assessment (SHA) and State Health Improvement Plan (SHIP).

D. **Scope of Work:** Add Exhibit A-4 - Amendment #2, Additional Scope of Services.

E. **Deliverables Schedule:**

F. **Budget and Invoicing Instructions:** See Exhibit B-2 - Amendment #2 attached hereto and incorporated by reference herein.

Modify Exhibit B-2 - Amendment #1, Method and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B-2 - Amendment #2, Method and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.

Add Exhibit A, Item F-2 - Amendment #2, Budget Table, which is attached hereto and incorporated by reference herein.

Campus Authorized Official KJ
Date 4/10/20

Additional Scope of Services

1. **Scope of Work**

1.1. The Contractor shall assist the New Hampshire Department of Health and Human Services in developing the 2020 New Hampshire State Health Assessment (SHA) and the State Health Improvement Plan (SHIP).

1.2. The Contractor, with assistance from Advisory Council members and the Department, shall identify the data necessary to describe the issues and areas selected for focus in the SHA/SHIP. Topic areas shall include, but are not limited to:

1.2.1. Community engagement (including volunteerism).

1.2.2. Population health risks and outcomes.

1.2.3. Substance misuse.

1.2.4. Mental health.

1.2.5. Homeless populations.

1.2.6. Incarcerated populations.

1.2.7. Environmental health.

1.2.8. Oral health.

1.2.9. Health information technology.

1.2.10. Access to health care.

1.2.11. Comprehensiveness of health coverage.

1.2.12. Health care costs.

1.3. The Contractor shall convene monthly meetings of the SHA/SHIP Advisory Council to provide guidance on the vision and mission, development of data sets, and community feedback of the SHA and SHIP. The Contractor shall:

1.3.1. Develop and disseminate agendas in conjunction with the Department;

1.3.2. Develop and disseminate meeting materials;

1.3.3. Scribe and disseminate meeting notes; and

1.3.4. Distribute meeting invitations to stakeholders for specific meetings.

1.4. The Contractor shall conduct Community Input and Listening Sessions to receive feedback on the SHA and SHIP priorities. The Contractor shall:

1.4.1. Work with the Public Health Network leads to schedule and plan the sessions;

1.4.2. Develop session materials;

1.4.3. Facilitate the sessions;

1.4.4. Scribe session meeting notes;

1.4.5. Synthesize findings from the sessions; and

1.4.6. Provide incentives for the Public Health Network to support their involvement in this work.

1.5. The Contractor shall conduct six (6) Photo Voice site visits to collect and document community-based experience as it relates to SHA and SHIP priorities. The Contractor shall:

1.5.1. Schedule the Photo Voice site visits;

1.5.2. Develop Photo Voice profiles; and

1.5.3. Provide incentives for the Photo Voice visits.

1.6. The Contractor shall develop and disseminate SHA/SHIP community surveys to individuals and community-based provider and advocacy groups. The Contractor shall:

1.6.1. Analyze the survey results; and

1.6.2. Synthesize the findings for inclusion in SHA and SHIP.

1.7. The Contractor shall conduct background research including, but not limited to:

1.7.1. Background research to support SHA and SHIP.

1.7.2. Review other state and local SHA/SHIP.

1.8. The Contractor shall develop, print and disseminate SHA and SHIP Reports summarizing the SHA findings utilizing a format approved by the Department.

1.9. The Contractor shall develop and implement a SHA and SHIP website with interactive features including, but not limited to:

1.9.1. Interactive data visualization and dashboard of the SHA.

1.9.2. Photo Voice profiles.

1.9.3. SHIP priorities, goals and action plans.

University of New Hampshire Project Name: State Health Assessment (SHA) Project Period: Upon Approval of G&C through June 30, 2021 Exhibit A, Item F-2 - Amendment #2		
Budget Items	**SFY 2020 Budget**	**SFY 2021 Budget**
1. Salaries & Wages	$8,744	$9,007
2. Employee Fringe Benefits	$3,935	$3,945
3. Travel	$2,500	$2,500
4. Supplies and Services	$24,503	$19,622
5. Equipment	$0	$0
Subtotal Direct Costs	$39,682	$35,074
6. Facilities & Admin Costs	$10,318	$4,926
Totals	$50,000	$40,000

Exhibit B-2, Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Total State funds listed in Section F. of the Cooperative Project Agreement for the services provided by the Contractor pursuant to Exhibit A-1, Amendment #1 Scope of Services and Exhibit A-4, Amendment #2 Additional Scope of Services.

2. This contract is funded with funds as follows:

   2.1 The US Department of Health and Human Services, Health Resources and Services Administration (HRSA), CFDA #93.994

   2.2 US Department of Health and Human Services, Administration for Children and Families, CFDA #93.092.

   2.3 Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, CFDA #93.991, Federal Award Identification Number (FAIN) NB01OT009205 and FAIN NB01OT009285.

   2.4 Centers for Disease Control and Prevention, Assistance Programs for Chronic Disease Prevention and Control, CFDA #93.945, FAIN NU58DP006448.

3. Payment for said services shall be made monthly as follows:

   2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

   2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.

   2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

   2.4. The final invoice shall be due to the State no later than forty (40) days after the date specified on the Cooperative Project Agreement.

   2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Division of Public Health Services
   Department of Health and Human Services
   29 Hazen Dr.
   Concord, NH 03301

   2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A-1, Amendment #1 Scope of Services, Exhibit A-4, Amendment #2 Additional Scope of Services and in this Exhibit B-2, Amendment #2.

Exhibit B-2, Amendment #2

2.7. Notwithstanding 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, changes limited to encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

24 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

August 28, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend a **sole source** agreement with the University of New Hampshire, Vendor 177867-B046, Office of Sponsored Research, 51 College Road, Room 116, Durham, New Hampshire, 03824, to provide epidemiological expertise to the Department, by increasing the price limitation by $55,000 from $510,000 to $565,000, to be effective upon Governor and Council approval, whichever is later, with no change to the Completion date of June 30, 2021. 100% Federal Funds

The original contract was approved by Governor and Executive Council on June 20, 2018 (Item #26).

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL - CHILD HEALTH
48% Federal Funds & 52% General Funds

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2020	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
2021	102-500731	Contracts for Prog Srvs	90080001	$140,000	$0	$140,000
			Sub-Total:	*$420,000*	*$0*	*$420,000*

05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, TEEN PREGNANCY PREVENTION 100% Federal Funds

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2020	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
2021	102-500731	Contracts for Prog Srvs	90018440	$30,000	$0	$30,000
			Sub-Total:	*$90,000*	*$0*	*$90,000*

05-95-90-901010-5362 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE; PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE 100% Federal Funds

State Fiscal Year	Class/ Account	Class Title	Job Number	Current (Modified) Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102-500731	Contracts for Prog Srvs	90001021	$0	$55,000	$55,000
			Sub-Total:	*$0*	*$55,000*	*$55,000*
			Total:	**$510,000**	**$55,000**	**$565,000**

EXPLANATION

The current agreement was **sole source** because the Department has had an existing arrangement with the University of New Hampshire for a joint faculty/epidemiologist appointment for more than fifteen (15) years. This agreement allows the Department to access sophisticated, academic epidemiology, data analysis and evaluation services, and allows the University to place one of their faculty in a public health, government setting; adding real world experience to the academic institution. This **sole source amendment** builds upon this expertise and experience and broadens the scope to perform a Phase I State Health Assessment (SHA) that will further identify trends in health problems as well as environmental, social, and economic factors that affect the health of all people in New Hampshire. The University is uniquely qualified to utilize its existing epidemiological capacity to assist the Department in assessing current data sources in an abbreviated timeframe.

As part of a comprehensive planning process for improving the health of all residents in New Hampshire, the State Health Assessment (SHA) will identify health needs and issues through systematic, comprehensive data collection and analysis. The SHA will identify data sets that describe the demographics of the state, health outcomes and risk factors, and trends in health problems, environmental health hazards, and social and economic factors that affect the health of New Hampshire residents. The SHA will include information on the existence and extent of potential health inequities among groups of New Hampshire residents or geographic areas of the state. Local communities and those with lived experience will have an opportunity to inform, participate in, and provide feedback on the SHA. The Department and community partners will

then use the data to develop a State Health Improvement Plan (SHIP) that will be a blueprint for action to improve health outcomes, reduce health disparities, and strengthen Public Health and Human Services delivery systems.

The University will provide consultation to the Department regarding the development of a comprehensive State Health Assessment and will convene an Advisory Council to provide direction to the Department for the duration of the SHA. The University will evaluate existing data sources to identify data gaps and will recommend mitigation strategies. The University will synthesize information provided by the Advisory Council and the Department to produce a final report of the findings for Phase I of the SHA and make formal recommendations for Phase II of the SHA. Phase II of the SHA is outside the scope of this amendment.

As referenced in Exhibit A, Section B Project Period of this contract, the Department reserves the right to extend for up to three (3) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Department is not exercising any extensions at this time.

The following performance measures/objectives will continue to be used to measure the effectiveness of the broader agreement:

- Measure 1: On a monthly basis, monitor maternal deaths by analyzing the vital records death dataset. On a quarterly basis, conduct a data linkage between the births and deaths to identify maternal deaths missed within the death certificate coding.
- Measure 2: Annually, assess teen birth rates statewide and by county and major city.
- Measure 3: Annually, assess the timeliness of Newborn Screening in New Hampshire.
- Measure 4: Annually, conduct analysis of vital records and other data to support the Title V Block Grant and needs assessment.
- The Contractor will develop and submit a corrective action plan for any performance measure not achieved.

Should the Governor and Executive Council not authorize this Request, the Department may not have the ability to perform the assessment and analysis of health and human services data, which could hinder improvements to health outcomes for New Hampshire residents.

Area served: Statewide

Source of Funds: 100% Federal Funds

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

Approved by:

Jeffrey A. Meyers
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 **June, 20, 2018**, item # **26**, for the Project titled "**Epidemiological Support**," Campus Project Director, **Susan Sosa**, 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:

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 **$55,000** and will read:

  Total State funds in the amount of **$565,000** 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# **93.994 The US Department of Health and Human Services, Health Resources and Services Administration (HRSA) and #93.092 US Department of Health and Human Services, Administration for Children and Families. Amended funds are from CFDA #93.991, Centers For Disease**

Campus Authorized Official KS
Date 8/12/19

Control and Prevention, Preventive Health and Human Services Block Grant Prevention. 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: 8/12/19

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

Name: Lisa M. Morris
Title: Director
Signature and Date: 8/19/19

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

Name: Nancy J. Smith
Title: Sr. Asst. Attorney General
Signature and Date:

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

Name:
Title:
Signature and Date:

Campus Authorized Official
Date 8/12/19

EXHIBIT A

A. **Project Title:** Epidemiological Support (SS-2019-DPHS-07-EPIDE)

B. **Project Period:** July 1, 2018 - June 30, 2021

C. **Objectives:** See Exhibit A-1, Amendment #1, Scope of Services.

D. **Scope of Work:** Delete Exhibit A-1, Scope of Services, in its entirety and replace with Exhibit A-1, Amendment #1, Scope of Services.

E. **Deliverables Schedule:** Delete Exhibit A-1, Scope of Services in its entirety and replace with Exhibit A-1, Amendment #1, Scope of Services.

F. **Budget and Invoicing Instructions:**

Amend Exhibit B-1, Method and Conditions Precedent to Payment, Subsection 1.1 to read as follows:

The US Department of Health and Human Services, Health Resources and Services Administration (HRSA), CFDA #93.994

US Department of Health and Human Services, Administration for Children and Families, CFDA #93.092.

Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant Prevention, CFDA #93.991.

Add Exhibit A, Item F-1, Budget Table.

Campus Authorized Official KS
Date 8/12/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Work

2.1. The Contractor shall provide epidemiological expertise, providing analytic and research support to the Department.

2.2. The Contractor shall provide the Department with the ability to perform required analyses of health and programmatic data, in order to prioritize effectively and meet the programmatic evaluation requirements of Federal funders.

2.3. The Contractor shall coordinate with the Department, other organizations, universities and health care providers in order to provide the services as described within this agreement.

2.4. The Contractor shall provide scientific expertise to the Department, as well as with other organizations, universities and health care providers.

2.5. The Contractor shall provide epidemiological advice to the Department, as well as with other organizations, universities and health care providers.

2.6. The Contractor shall provide technical assistance to the Department, as well as with other organizations, universities and health care providers.

2.7. The Contractor shall participate in the dissemination of research findings, including, but not limited to;

2.7.1. The direct dissemination of research findings;

2.7.2. The translation of best practices to Department activities; and

2.7.3. The application of best practices to Department activities.

2.8. The Contractor shall assist the Department with the annual development of the Title V Maternal and Child Health Block Grant application, as it relates to evaluating performance of the state MCH program.

2.9. The Contractor shall determine performance measures, as they apply to the Title V Maternal and Child Health Block Grant application.

2.10. The Contractor shall provide consultation to the Department on centralization and evaluation of data resources available to support a Phase I State Health Assessment (SHA) and State Health Improvement Plan (SHIP).

2.11. The Contractor shall convene an Advisory Council to provide direction to the Department for the duration of the SHA and SHIP. The Contractor shall ensure Advisory Council members include, but are not limited to:

2.11.1. The Department of Health and Human Services (the Department);

2.11.2. Public Health Services Improvement Council;

2.11.3. Division for Children Youth and Families (DCYF) Interagency team;

2.11.4. Representatives of other local, regional, and statewide committees and organizations; and

2.11.5. Individuals with lived experience.

2.12. The Contractor shall ensure the Advisory Council convenes a minimum of two (2) meetings that can be attended in-person and by webinar participation which addresses topics that include, but are not limited to:

2.12.1. Review the summary and evaluation of existing data resources;

2.12.2. Review of the planning process and desired outcomes.

2.12.3. Overview of framework and approach.

2.12.4. Review of key findings; and

2.12.5. Proposed recommended timeline for SHA and SHIP.

2.13. The Contractor shall assist the Department and the Advisory Council with developing questions and identifying participants for key informant and focus group exercises, in order to illicit feedback on:

2.13.1. Community and state strengths and needs.

2.13.2. Emerging health issues.

2.13.3. Opportunities and threats to the community and state.

2.13.4. Existing data sources.

2.14. The Contractor shall utilize information provided by the Advisory Council and the Department to produce a final report of the findings for Phase I of the SHA.

2.15. The Contractor shall utilize information provided by the Advisory Council and the Department to provide recommendations for Phase II of the SHA and SHIP.

2.16. The Contractor shall collect, evaluate, and summarize data sources for the SHA and SHIP from sources that include, but are not limited to:

2.16.1. The Department;

2.16.2. External stakeholders;

2.16.3. Community-based assessments; and

2.16.4. National and state data systems.

2.17. The Contractor shall provide a report on data sets regarding the health of New Hampshire residents. The Contractor shall ensure the report includes, but is not limited to:

2.17.1. Health outcomes;

2.17.2. Risk factors;

2.17.3. Trends in health problems;

2.17.4. Environmental health hazards; and

2.17.5. Social and economic factors.

2.18. The Contractor shall evaluate data sources to identify data gaps and mitigation strategies for the development of a comprehensive SHA and SHIP.

2.19. The Contractor shall provide a summary of health and social determinant data sources and recommendations for health indicators to the Department for inclusion in SHA.

2.20. The Contractor shall ensure the planning process, data collection, and analysis, and stakeholder engagement aligns with Public Health Accreditation Board (PHAB) standards.

2.21. The Contractor shall develop and provide an outline of contracted SHA services and activities to the Department no later than one (1) week of the Department's request.

2.22. The Contractor shall ensure the outline includes, but is not limited to:

2.22.1. Timeline of activities.

2.22.2. The PowerPoint presentation from the SHA kick-off meeting.

2.22.3. Individuals responsible for tasks as well as detailed tasks as well as detailed tasks for which they are responsible.

2.23. The Contractor shall prepare and deliver a Key Findings Report and a PowerPoint summary for the activities listed in Subsection 2.10 through Subsection 2.19 no later than one (1) week prior to the contract completion date.

2.23.1. The Key Findings Report shall include a recommended list of key health indicators for the SHA.

2.23.2. The key health indicators shall be developed in consultation with the Advisory Council.

2.24. The Contractor shall provide SHA meeting agendas and all related materials to participants no later than twenty-four (24) hours prior to each scheduled meeting and teleconferences.

2.24.1. Meeting agendas, minutes, and documentation of process shall adhere to PHAB standards.

2.25. The Contractor shall develop a logo and branding materials for Department approval to be included in the SHA and SHIP.

3. Data Services

3.1. The Contractor shall conduct analyses of health and statistical data of the maternal and child health population, for use in;

3.1.1. Health planning;

3.1.2. Evaluation;

3.1.3. Performance and outcome measurement; and

3.1.4. Quality.

3.2. The Contractor shall expand information and understanding of epidemiology related to the maternal and child health population, by;

3.2.1. Developing data linkage algorithms;

3.2.2. Conduct data linkages; and

3.2.3. Expand information and understanding of epidemiology related to the maternal and child health population.

3.3. The Contractor shall serve as a technical expert in:

3.3.1. Developing Department policies;

3.3.2. Identifying health services questions;

3.3.3. Recommending policy assessments;

3.3.4. Reviewing existing literature and data of maternal and child health;

3.3.5. Preparing analyses and summaries of existing literature of MCH;

3.3.6. Developing surveys which collect information which informs the planning of maternal and child health services in the state;

3.3.7. Conducting surveys which collect information which informs the planning of maternal and child health services in the state;

3.3.8. Analyzing surveys which collect information which informs the planning of maternal and child health services in the state; and

3.3.9. Preparing and presenting data analyses for the Department, as well as for public presentation.

3.4. The Contractor shall conduct all services in a manner that maintains the confidentiality of protected health information and personal information, as required by state rule and state and federal laws.

3.5. The Contractor shall support the New Hampshire Personal Responsibility Education Program through analysis of evaluation and performance measure data.

3.6. The Contractor shall participate in national meetings and conferences, acting in the capacity of the MCHS data contact. This includes, but is not limited to, participation in;

3.6.1. MCH Epidemiology Conferences; and

3.6.2. Annual PREP Grant meetings.

4. Staffing

4.1. Current Staffing: The Campus shall employ Dr. David Laflamme to work with the Department. If Dr. Laflamme becomes unavailable, the Department will have the opportunity to review the credentials and approve any subsequent epidemiologist assigned to the Department.

4.2. The Contractor shall employee an epidemiologist with a doctoral degree to provide analytic and research expertise to the Department. The epidemiologist shall;

4.2.1. Inform the work of the Department staff;

4.2.2. Work approximately four (4) days, per week, on-site in the Maternal and Child Health Section of the Department; and

4.2.3. Work approximately one (1) day, per week, at the Campus, or another work location, as appropriate and agreed upon.

4.3. The Contractor shall provide the Department with the resume and credentials of the epidemiologist.

4.4. The Contractor shall provide dedicated staff to conduct work on the SHA and SHIP development process, which includes, but is not limited to:

4.4.1. Project lead.

4.4.2. A minimum of two (2) additional support personnel.

4.5. The Contractor shall notify the Department, in writing, of any change in staff and provide the Department with resumes and credentials of proposed new staff.

4.6. The Department shall retain final approval prior to the hiring of the epidemiologist.

5. Reporting

5.1. The Contractor shall provide the Department with the following reporting;

5.1.1. Maternal deaths identified through vital records (monthly); and

5.1.2. Maternal deaths identified through data linkage (quarterly).

5.2. The Contractor shall provide the Department with the following annual reporting on;

5.2.1. Teen birth rates statewide;

5.2.2. Teen birth rates by county;

5.2.3. Teen birth rates by city and town; and

5.2.4. Timeliness of newborn screening in New Hampshire.

6. Deliverables

6.1. The Contractor shall provide the outline of contracted SHA services and activities to the Department no later than one (1) week of the Department's request.

6.2. The Contractor shall deliver the Key Findings Report and a PowerPoint summary for the activities listed in Subsection 2.10 through Subsection 2.19 no later than one (1) week prior to the contract completion date.

6.3. The Contractor shall ensure the scope of work as listed in Subsection 2.10 through 2.19 are completed no later than September 30, 2019.

7. Performance Measures

7.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

7.1.1. Measure 1: On a monthly basis, monitor maternal deaths by analyzing the vital records death dataset. On a quarterly basis, conduct a data linkage between the births and deaths to identify maternal deaths missed within the death certificate coding.

7.1.2. Measure 2: Annually, assess teen birth rates statewide and by county and major city.

7.1.3. Measure 3: Annually, assess the timeliness of Newborn Screening in New Hampshire.

7.1.4. Measure 4: Annually, conduct analysis of vital records and other data to support the Title V Block Grant and needs assessment.

7.2. Annually, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.

University of New Hampshire Project name: State Health Assessment (SHA) Project Period: Upon Approval of G&C through September 30, 2019 Exhibit A, Item F-1	
Budget Items	**SFY 2020 Budget**
1. Salaries & Wages	$22,519
2. Employee Fringe Benefits	$10,133
3. Travel	$1,500
4. Supplies and Services	$9,499
5. Equipment	$0
6. Facilities & Admin Costs	$11,349
Totals	$55,000

KJ
Date 8/12/19

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

May 25, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with the University of New Hampshire, Vendor 177867-B046, Office of Sponsored Research, 51 College Road, Room 116, Durham, New Hampshire, 03824, to provide epidemiological expertise to the Department, in an amount not to exceed $510,000, to be effective July 1, 2018 or upon Governor and Council approval, whichever is later, through June 30, 2021. 57% Federal Funds, 43% General Funds.

Funds are available in the following accounts for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020 and SFY 2021, upon availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-5190 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, MATERNAL – CHILD HEALTH

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	90080001	$140,000
SFY 2020	102-500731	Contracts for Prog Svc	90080001	$140,000
SFY 2021	102-500731	Contracts for Prog Svc	90080001	$140,000
			Sub-Total	***$420,000***

05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, TEEN PREGNANCY PREVENTION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	90018440	$30,000
SFY 2020	102-500731	Contracts for Prog Svc	90018440	$30,000
SFY 2021	102-500731	Contracts for Prog Svc	90018440	$30,000
			Sub-Total	***$90,000***
			Contract Total	**$510,000**

EXPLANATION

This request is **sole source** for several complementary reasons. The Department has had an agreement with the University of New Hampshire for a joint faculty/epidemiologist appointment for the past fifteen (15) years. This agreement allows the Department to access sophisticated, academic epidemiology, data analysis and evaluation services, which allows the University to place one of their faculty in a public health, government setting; adding real world experience to the program.

Historically, the University has placed Dr. David Laflamme to serve in this capacity. Due to his longevity in the field, Dr. Laflamme has gained in-depth knowledge of the Department, as well as federal funding requirements. Additionally, Dr. Laflamme is recognized both in the state and nation, as an expert in maternal and child health data, particularly with respect to data linkage, newborn screening, the perinatal period, childbirth and neonatal abstinence syndrome. He has the skills and knowledge required to facilitate the analysis, writing, evaluation and research of health and statistical data for use in health planning, needs assessment, performance and outcome measurement and quality assurance for the maternal and child health population. In his role with the Department, Dr. Laflamme also provides scientific advice and technical assistance to public and nonprofit health and health-related organizations in New Hampshire and across the nation. Under this agreement, the University pays for one (1) day, per week, of Dr. Laflamme's salary and Dr. Laflamme maintains an office within, and works for, the Department for four (4) days each week.

The University's placement of Dr. Laflamme in this role has contributed significantly to the Department's capacity to use maternal and child health data to inform public health practice and policymaking. He has accumulated significant acumen, knowledge and expertise working with state level systems and has developed the collegial relationships necessary for the accomplishment of the Departments goals, objectives and deliverables.

Funds in this agreement will be used to provide the Maternal and Child Health program with the required analysis of health and programmatic data to prioritize effectively and meet the programmatic evaluation requirements of federal funders.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2019 and SFY 2020-2021 biennia.

As referenced in Exhibit A, Section B Project Period of this contract, the Department reserves the right to extend for up to three (3) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- The Contractor shall ensure that the following performance indicators are achieved annually and monitored monthly to measure the effectiveness of the agreement:
    - Measure 1: On a monthly basis, monitor maternal deaths by analyzing the vital records death dataset. On a quarterly basis, conduct a data linkage between the births and deaths to identify maternal deaths missed within the death certificate coding.
    - Measure 2: Annually, assess teen birth rates statewide and by county and major city.
    - Measure 3: Annually, assess the timeliness of Newborn Screening in New Hampshire.
    - Measure 4: Annually, conduct analysis of vital records and other data to support the Title V Block Grant and needs assessment.
- Annually, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.

Area served: Statewide

Source of Funds: 57% Federal Funds from US Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Services Block Grant to the States, CFDA 93.994, FAIN B04MC30627 and from the Administration for Children for Children and Families, Office of Grants Management, Personal Responsibility Education Program, CFDA 93.092, FAIN NHPREP Appropriation #75-X-1512 and 43% General Funds.

Should the Governor and Executive Council not authorize this Request, the Maternal and Child Health program will not have the ability to perform the required analysis of health and programmatic data to prioritize effectively and meet the evaluation requirements of federal funders. Even more importantly, without epidemiological support, the Maternal and Child Health program will not have accurate and timely information to improve current strategies designed to improve health outcomes for New Hampshire's women, children and families across the lifespan.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:
FOR Jeffrey A. Meyers
Commissioner

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

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/21**. 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: **Epidemiological Support**

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	**Campus Project Administrator**
Name: Rhonda Siegel	Name: Susan Sosa
Address: NH DHHS, DPHS Maternal and Child Health Section 29 Hazen Drive Concord, NH 03301-6504	Address: University of New Hampshire Sponsored Programs Administration 51 College Rd. Rm 116 Durham, NH 03824
Phone:	Phone: 603-862-4848

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

State Project Director	**Campus Project Director**
Name: Rhonda Siegel	Name: Dr. David Laflamme
Address: NH DHHS, DPHS Maternal and Child Health Section 29 Hazen Drive Concord, NH 03301-6504	Address: Research Assistant Professor University of New Hampshire 51 College Road Durham, NH 03824-3546
Phone:	Phone: 603-862-5099

Campus Authorized Official KJ
Date 5/18/18

F. Total State funds in the amount of **$510,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. from **US Department of Health and Human Services, Health Resources and Services Administration (HRSA) & Administrration for Children and Families** under CFDA# **93.994 & 93.092**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

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

By An Authorized Official of:
University of New Hampshire
Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date: 5/18/18

By An Authorized Official of:
Name: Lisa Morris
Title: Director
Signature and Date: 5/25/18

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Megan A. Lapp
Title: Attorney
Signature and Date: 6/5/18

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

Campus Authorized Official KJ
Date 5/18/18

EXHIBIT A

A. **Project Title:** Epidemiological Support

B. **Project Period:** July 1, 2018 , or the date of the Governor and Executive Council approval; whichever is later, through June 30, 2021. The Division reserves the right to renew the contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

C. **Objectives:** See Exhibit A-1

D. **Scope of Work:** See Exhibit A-1, Exhibit A-2, DHHS Health Insurance Portability Act Business Associate Agreement, Exhibit A-3, DHHS Information Security Requirements

E. **Deliverables Schedule:** See Exhibit A-1, Exhibit A-2, DHHS Health Insurance Portability Act Business Associate Agreement, Exhibit A-3, DHHS Information Security Requirements

F. **Budget and Invoicing Instructions:** See Exhibit B-1

Campus Authorized Official KJT
Date 5/18/18

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

Campus Authorized Official KJ
Date 3/15/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30,2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

2. Scope of Services

2.1. The Contractor shall provide epidemiological expertise, providing analytic and research support to the Department.

2.2. The Contractor shall provide the Department with the ability to perform required analyses of health and programmatic data, in order to prioritize effectively and meet the programmatic evaluation requirements of Federal funders.

2.3. The Contractor shall coordinate with the Department, other organizations, universities and health care providers in order to provide the services as described within this agreement.

2.4. The Contractor shall provide scientific expertise to the Department, as well as with other organizations, universities and health care providers.

2.5. The Contractor shall provide epidemiological advice to the Department, as well as with other organizations, universities and health care providers.

2.6. The Contractor shall provide technical assistance to the Department, as well as with other organizations, universities and health care providers.

2.7. The Contractor shall participate in the dissemination of research findings, including, but not limited to;

2.7.1. The direct dissemination of research findings, and;

2.7.2. The translation of best practices to Department activities, and;

2.7.3. The application of best practices to Department activities.

2.8. The Contractor shall assist the Department with the annual development of the Title V Maternal and Child Health Block Grant application, as it relates to evaluating performance of the state MCH program.

2.9. The Contractor shall determine performance measures, as they apply to the Title V Maternal and Child Health Block Grant application.

3. Data Services

3.1. The Contractor shall conduct analyses of health and statistical data of the maternal and child health population, for use in;

3.1.1. Health planning, and;

3.1.2. Evaluation, and;

3.1.3. Performance and outcome measurement, and;

3.1.4. Quality.

3.2. The Contractor shall expand information and understanding of epidemiology related to the maternal and child health population, by;

3.2.1. Developing data linkage algorithms; and

3.2.2. Conduct data linkages; and

3.2.3. Expand information and understanding of epidemiology related to the maternal and child health population.

3.3. The Contractor shall serve as a technical expert in;

3.3.1. Developing Department policies, and;

3.3.2. Identifying health services questions, and;

3.3.3. Recommending policy assessments, and;

3.3.4. Reviewing existing literature and data of maternal and child health, and;

3.3.5. Preparing analyses and summaries of existing literature of MCH, and;

3.3.6. Developing surveys which collect information which informs the planning of maternal and child health services in the state, and;

3.3.7. Conducting surveys which collect information which informs the planning of maternal and child health services in the state, and;

3.3.8. Analyzing surveys which collect information which informs the planning of maternal and child health services in the state, and;

3.3.9. Preparing and presenting data analyses for the Department, as well as for public presentation.

3.4. The Contractor shall conduct all services in a manner which maintains the confidentiality of protected health information and personal information, as required by state rule and state and federal laws.

3.5. The Contractor shall support the New Hampshire Personal Responsibility Education Program through analysis of evaluation and performance measure data.

3.6. The Contractor shall participate in national meetings and conferences, acting in the capacity of the MCHS data contact. This includes, but is not limited to, participation in;

3.6.1. MCH Epidemiology Conferences, and;

3.6.2. Annual PREP Grant meetings.

4. Staffing

4.1. Current Staffing: The Campus shall employ Dr. David Laflamme to work with the Department. If Dr. Laflamme becomes unavailable, the Department will have the opportunity to review the credentials and approve any subsequent epidemiologist assigned to the Department.

4.2. The Contractor shall employee an epidemiologist with a doctoral degree to provide analytic and research expertise to the Department. The epidemiologist shall;

4.2.1. Inform the work of the Department staff, and;

4.2.2. Work approximately four (4) days, per week, on-site in the Maternal and Child Health Section of the Department, and;

4.2.3. Work approximately one (1) day, per week, at the Campus, or another work location, as appropriate and agreed upon.

4.3. The Contractor shall provide the Department with the resume and credentials of the epidemiologist.

4.4. The Contractor shall notify the Department, in writing, of any change in staff and provide the Department with resumes and credentials of proposed new staff.

4.5. The Department shall retain final approval prior to the hiring of the epidemiologist

5. Reporting

5.1. The Contractor shall provide the Department with the following reporting;

5.1.1. Maternal deaths identified through vital records (monthly), and;

5.1.2. Maternal deaths identified through data linkage (quarterly).

5.2. The Contractor shall provide the Department with the following annual reporting on;

5.2.1. Teen birth rates statewide, and;

5.2.2. Teen birth rates by county, and;

5.2.3. Teen birth rates by city and town, and;

5.2.4. Timeliness of newborn screening in New Hampshire

6. Performance Measures

6.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:

6.1.1. Measure 1: On a monthly basis, monitor maternal deaths by analyzing the vital records death dataset. On a quarterly basis, conduct a data linkage between the births and deaths to identify maternal deaths missed within the death certificate coding.

6.1.2. Measure 2: Annually, assess teen birth rates statewide and by county and major city.

6.1.3. Measure 3: Annually, assess the timeliness of Newborn Screening in New Hampshire.

6.1.4. Measure 4: Annually, conduct analysis of vital records and other data to support the Title V Block Grant and needs assessment.

6.2. Annually, the Contractor shall develop and submit to the Department, a corrective action plan for any performance measure that was not achieved.

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

Project Title: Cooperative Project Agreement, Page 1, Paragraph C (Epidemiological Support)

Project Period: Cooperative Project Agreement, Page 1, Paragraph B (July 1, 2018 – June 30, 2021)

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Breach Notification Rule" shall mean the provisions of the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and amendments thereto.

c. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

e. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

f. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

g. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

h. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

i. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

j. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

l. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

m. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

n. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

o. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

p. "Unsecured Protected Health Information" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.

q. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate 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 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer without unreasonable delay and in no case later than two (2) business days following the date upon which the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to the following information, to the extent it is known by the Business Associate:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person who used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment without unreasonable delay and in no case later than two (2) business days of discovery of the breach and report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all applicable sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for

purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)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.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of 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 codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered

Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.

d. Interpretation. The parties agree that any ambiguity in the Agreement 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.

The State	The Contractor
Dept. of Health & Human Srvc	University of New Hampshire
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Karen M. Jensen, Manager Sponsored Programs Administration
Authorized Representative	Authorized Representative
DIRECTOR, DPHS	
Title of Authorized Representative	Title of Authorized Representative
5/25/18	5/18/18
Date	Date

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
4. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
5. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

7. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
8. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
9. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
12. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
13. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

1. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
2. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
3. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
4. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

5. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
6. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
7. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
8. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
9. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
10. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24-hours of identification of possible issue. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:

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

b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within 24-hours of identification of possible issue.

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Exhibit B-1

Method and Conditions Precedent to Payment

1) The State shall pay the contractor an amount not to exceed the Total State funds listed in Section F. of the Cooperative Project Agreement for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.

   1.1. This contract is funded with funds from the US Department of Health and Human Services, Health Resources and Services Administration (HRSA) & Administration for Children and Families, CFDA #93.994 & 93.092.

   - Federal Funds: 57%
   - General Funds: 43%

   1.2. The Contractor agrees to provide the services in Exhibit A-1, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

   2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

   2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.

   2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

   2.4. The final invoice shall be due to the State no later than forty (40) days after the date specified on the Cooperative Project Agreement.

   2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

   Financial Administrator
   Department of Health and Human Services
   Division of Public Health
   29 Hazen Dr.
   Concord, NH 03301

   2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A-1, Scope of Services and in this Exhibit B-1.

   2.7. Notwithstanding 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, changes limited to encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.