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

Lori A. Weaver
 Commissioner

Henry D. Lipman
 Director

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August 7, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a **Sole Source** amendment to continue into a second year an existing contract with Trustees of Dartmouth College (VC#177157-B013), Hanover, NH for assistance to the Department for the continued implementation support of key Medicaid priorities. Priority in this amendment is securing access to significant federal funding to the state to support rural health care providers adapting to the changes in the One Big Beautiful Bill Act (OBBBA) available under Section 71401 of the Act known as the Rural Health Transformation Program. This includes a request to exercise a contract renewal option by increasing the price limitation by \$109,688 from \$109,688 to \$219,376 and extending the completion date from August 31, 2025, to August 31, 2026, effective September 1, 2025 upon Governor and Council approval. 50% Federal Funds. 50% General Funds.

The original contract was approved by Governor and Council on September 25, 2024, item #038.

Funds are available in the following accounts for State Fiscal Years 2026 and 2027, 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.

05-95-47-470010-7937000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS; DIVISION OF MEDICAID, OFC OF MEDICAID SERVICES, MEDICAID ADMINISTRATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Total Amount
2025	102-500731	Contracts for Prog Svc	47000102	\$91,407		\$91,407
2026	102-500731	Contracts for Prog Svc	47000102	\$18,281	\$91,407	\$109,688
2027	102-500731	Contracts for Prog Svc	47000102		\$18,281	\$18,281

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 3

			Subtotal	\$109,688	\$109,688	\$219,376
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EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor will continue to make available to the Department Carrie Colla, PhD, who is a locally based national expert on health economics and policy and health system delivery. Dr. Colla, who holds a PhD in health policy, is a faculty member at The Dartmouth Institute for Health Policy and Clinical Practice and has served as the Director of Health Analysis for the Congressional Budget Office. Dr. Colla's health policy and economist work is focused on provider payment systems and benefit design, and the effectiveness of payment and delivery systems on patient access to, and the delivery of, high quality health care. As the Director of the Health Analysis Division within the Congressional Budget Office her work focused on providing non-partisan, objective information to Congress about the budgetary and economic effects of potential health care legislation. In working with the Department over the past year, Dr. Colla has enabled the Medicaid program to prepare and pursue federal funds for the Community Reentry initiative and supported cost oversight of new delivery system policies such as the Certified Community Behavioral Health Clinics in New Hampshire. This amendment will enable her support to the Department on preparing for a plan and application for the Rural Health Transformation Program available under Section 71401 of the OBBBA. Federal funding to New Hampshire could be \$100,000,000 or more a year for a five year period starting in SFY 2026. The time period to prepare the required plan and application to qualify is highly time sensitive. Engaging Dr. Colla's combination of skills and experience is allows the Division of Medicaid Services to more rapidly respond and advance priorities from state and federal legislation, and regulation and other assignments from Department's leadership.

The purpose of this request is to exercise a contract renewal option by the Contractor continuing to provide expert technical assistance to the Department guidance to support the ongoing implementation of key Medicaid program priorities identified by the Division of Medicaid Services.

The Contractor provides expertise to the Department to support the implementation of key Medicaid priorities assigned to the Division for Medicaid Services, including:

- Supporting the preparation of the Department's plan and application for the Rural Health Transformation Program.
- Continued implementation planning in partnership with counties of community reentry for incarcerated individuals as approved in the Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance, Treatment Recovery and Access 1115 Waiver.
- Evaluation of the implementation of the prospective payment methodology and delivery system of Certified Community Behavioral Health Clinics in New Hampshire.
- Analyzing early findings on the cost effectiveness of the Adult Dental program as required by House Bill 2 Chapter 141:304.

The Department will monitor services through regular meetings while the Contract is onsite at the Department performing the services.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to one (1) additional year, 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 for one (1) of the one (1) year available.

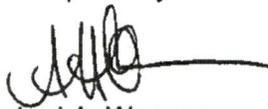
Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 3 of 3

Should the Governor and Council not authorize this request the Department will lose access to key expertise for securing additional federal funding as well as expertise in health economics, service design and delivery.

The Department has determined that the Contractor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request. The Contractor is a non-profit organization, and the Department has also confirmed the Contractor is registered and in good standing with the Department of Justice's Charitable Division.

Source of Federal Funds: Assistance Listing Number #93.778 FAIN #2505NH5ADM

Respectfully submitted,



Lori A. Weaver
Commissioner

for

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Medicaid Leadership Consulting Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Trustees of Dartmouth College ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 25, 2024 (Item #38), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:
August 31, 2026
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$219,376
3. Modify Exhibit B, Scope of Services by replacing it in its entirety with Exhibit B-Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payments Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 50% Federal funds, Centers for Medicare & Medicaid Services, ALN 93.778 FAIN 2505NH5ADM.
 - 1.2. 50% General funds.
5. Modify Exhibit C, Payment Terms; Subsection 4.5 to read:
 - 4.5 Is assigned an electronic signature and is emailed to DMSInvoices@dhhs.nh.gov or mailed to:
David Moran
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. Add Exhibit F, Businesses Associate Agreement- Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective September 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/8/2025

Date

DocuSigned by:

Henry Lipman

Name: Henry Lipman

Title: Medicaid Director

Trustees of Dartmouth College

8/5/2025

Date

Signed by:

Stephanie Morgan

Name: Stephanie Morgan

Title: Senior Grants Associate

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

OFFICE OF THE ATTORNEY GENERAL

8/8/2025

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services
Medicaid Leadership Consulting Services
EXHIBIT B – Amendment 1**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide consulting services to the Division of Medicaid Services leadership team at the Department of Health and Human Services (Department or DHHS).
- 1.2. The Contractor must provide consultation and technical assistance services to the State to support the implementation and analysis of Medicaid program priorities identified by the Division for Medicaid Services.
- 1.3. The Contractor must provide technical assistance and consultation services for the following ongoing projects, including but not limited to:
 - 1.3.1. Assistance in drafting New Hampshire's application for the Rural Health Transformation Program as enacted in H.R. 1 Sec. 71401.
 - 1.3.2. The implementation of the recently approved provisions of the Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance, Treatment Recovery and Access 1115 Waiver relating to incarcerated individuals transitioning to community settings.
 - 1.3.3. The implementation of Certified Community Behavioral Health Clinics in New Hampshire.
 - 1.3.4. The development of analyses to inform Medicaid budget cycle processes.
 - 1.3.5. The design and execution of the applicable requirements finalized in federal rules including but not limited to: Ensuring Access to Medicaid Services and Medicaid and Children's Health Insurance Program (CHIP) Managed Care Access, Finance, and Quality.
 - 1.3.6. Stakeholder engagement related to the establishment of a certified public expenditure for Medicaid school-based providers and other major payment model changes in the Medicaid program.
- 1.4. The Contractor must provide support for Other Projects as requested by the State with the services described in Section 1.2.
- 1.5. The Contractor must participate in meetings with the Department on a weekly basis, or as otherwise requested by the Department.
- 1.6. Reporting
 - 1.6.1. The Contractor must submit monthly reports to the Department summarizing key activities and milestones completed during the prior and to be completed during the upcoming month.
- 1.7. Confidential Data

**New Hampshire Department of Health and Human Services
Medicaid Leadership Consulting Services
EXHIBIT B – Amendment 1**

- 1.7.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
 - 1.7.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
 - 1.7.3. The Contractor agrees data obtained under this Agreement may not be used for any other purposes that are not indicated in this Agreement.
- 1.8. Department Owned Devices, Systems and Network Usage
- 1.8.1. Contractor End Users, as defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, who will be assigned a Department issued device (e.g. computer, tablet, mobile telephone), access the Department network, or work within a non-public area within any of the Department's buildings or facilities in the fulfilment of this Agreement, each End User must:
 - 1.8.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.8.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

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**New Hampshire Department of Health and Human Services
Medicaid Leadership Consulting Services
EXHIBIT B – Amendment 1**

- 1.8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 1.8.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.8.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.8.1.9. Agree when utilizing the Department's email system:
 - 1.8.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.8.1.10. Complete the Department's online Onboarding Information Security & Compliance Awareness within five business days of receiving a State email account.

**New Hampshire Department of Health and Human Services
Medicaid Leadership Consulting Services
EXHIBIT B – Amendment 1**

- 1.8.1.11. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Policy acknowledgement upon execution of the Agreement and annually thereafter.
- 1.8.1.12. Connect to the State's VPN prior to accessing the State and Department's applications, systems, network, and the internet.
- 1.8.1.13. Not use the web version of the Department's M365.
- 1.8.2. Contractor agrees End User's assigned State Devices or State email must not use State Devices or conduct Business on behalf of the Department outside of the contiguous United States.
- 1.8.3. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.8.4. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately via email to dhhsinformationservices@doit.nh.gov .
- 1.8.5. Workspace Requirement
 - 1.8.5.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 1.9. Privacy Impact Assessment
 - 1.9.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.9.1.1. How PII is gathered and stored;
 - 1.9.1.2. Who will have access to PII;

**New Hampshire Department of Health and Human Services
Medicaid Leadership Consulting Services
EXHIBIT B – Amendment 1**

- 1.9.1.3. How PII will be used in the system;
- 1.9.1.4. How individual consent will be achieved and revoked;
and
- 1.9.1.5. Privacy practices.
- 1.9.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.10. Contract End-of-Life Transition Services
 - 1.10.1. General Requirements
 - 1.10.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services (“Transition Services”) from the Contractor to the Department and, if applicable, the new Contractor (“Recipient”) engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
 - 1.10.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
 - 1.10.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

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**New Hampshire Department of Health and Human Services
Medicaid Leadership Consulting Services
EXHIBIT B – Amendment 1**

- 1.10.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 1.10.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.10.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.10.2. Completion of Transition Services
 - 1.10.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.10.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 1.10.3. Disagreement over Transition Services Results
 - 1.10.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled

**New Hampshire Department of Health and Human Services
Medicaid Leadership Consulting Services
EXHIBIT B – Amendment 1**

to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with Exhibit D Federal Requirements and Exhibit E Information Security Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Information Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

- 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.2.3.1. Brochures.
 - 3.2.3.2. Resource directories.
 - 3.2.3.3. Protocols or guidelines.

**New Hampshire Department of Health and Human Services
Medicaid Leadership Consulting Services
EXHIBIT B – Amendment 1**

3.2.3.4. Posters.

3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services

Exhibit F- Amendment 1

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

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

(1) Definitions.

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

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

- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors,

Exhibit F- Amendment 1

Contractor Initials 

SS-2025-DMS-02-LEADE-01-A01

Date 8/5/2025

Health Insurance Portability Act
Business Associate Agreement

New Hampshire Department of Health and Human Services

Exhibit F - Amendment 1

officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
 - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

Exhibit F - Amendment 1

Contractor Initials SM

SS-2025-DMS-02-LEADE-01-A01

Date 8/5/2025

New Hampshire Department of Health and Human Services

Exhibit F - Amendment 1

- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) ^{Initial}

Exhibit F- Amendment 1

Contractor Initials SM

SS-2025-DMS-02-LEADE-01-A01

Date 8/5/2025

New Hampshire Department of Health and Human Services

Exhibit F - Amendment 1

business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

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

(5) Termination of Agreement for Cause

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit F, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to

Exhibit F- Amendment 1

Contractor Initials

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SS-2025-DMS-02-LEADE-01-A01

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Exhibit F- Amendment 1

comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA

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

Department of Health and Human Services

Trustees of Dartmouth College

The State

Name of the Contractor

DocuSigned by: Henry Lipman

Signed by: Stephanie Morgan

Signature of Authorized Representative

Signature of Authorized Representative

Henry Lipman

Stephanie Morgan

Name of Authorized Representative

Name of Authorized Representative

Medicaid Director

Senior Grants Associate

Title of Authorized Representative

Title of Authorized Representative

8/8/2025

8/5/2025

Date

Date

Exhibit F- Amendment 1

Contractor Initials

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SS-2025-DMS-02-LEADE-01-A01

Date 8/5/2025

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38



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

Lori A. Weaver
Commissioner

Henry D. Lipman
Director

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

September 10, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a **Sole Source** contract with Trustees of Dartmouth College (VC#177157-B013), Hanover, NH, in the amount of \$109,688 to provide consultation and technical assistance services to the Department to support the implementation of Medicaid program priorities and additionally, technical assistance with analytic projections, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through August 31, 2025. 50% Federal Funds. 50% General Funds.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-47-470010-79370000 Health and Social Services, Dept of Health and Human Svc, HHS: Division of Medicaid, OFC of Medicaid Services, Medicaid Administration

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	47000102	\$91,407
2026	102-500731	Contracts for Prog Svc	47000102	\$18,281
			Total	\$109,688

EXPLANATION

This request is **Sole Source** because the Contractor will make available to the Department Carrie Colla, PhD, who is a locally based national expert on health economics and policy and health system delivery with a PhD in health policy. She is a faculty member at The Dartmouth Institute for Health Policy and Clinical Practice and has served as the Director of Health Analysis for the Congressional Budget Office (CBO). Her health policy and economist work are focused on provider payment systems and benefit design, and the effectiveness of payment and delivery systems on patient access to, and the delivery of, high quality health care. As the Director of the Health Analysis Division at CBO her work focused on providing non-partisan, objective information to Congress about the budgetary and economic effects of potential health care legislation. This proposed arrangement will allow the Department to engage Dr. Calla's unique

combination of expertise and experience in health economics and policy to support its development of Medicaid services delivery and provider payment systems to better patient outcomes and the delivery of high value care.

The Contractor will provide consultation through technical assistance services to the Department to support the implementation of key Medicaid program priorities identified by the Division for Medicaid Services, including:

- Implementation of the recently approved provisions of the Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance, Treatment Recovery and Access 1115 Waiver relating to incarcerated individuals transitioning to community settings.
- Implementation of the prospective payment methodology and delivery system of Certified Community Behavioral Health Clinics in New Hampshire.
- Analytical assistance to inform the Medicaid budget.
- Technical support in implementing regulations applying to Medicaid.
- Leveraging health care delivery expertise to support the establishment of a certified public expenditure methodology for local education agencies and in other payment methodologies in the Medicaid program.

The Department will monitor services through regular meetings while the Contractor is onsite at the Department performing the services.

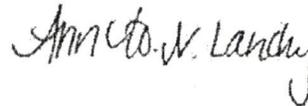
As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not have access to this unique expertise to support stronger implementation of Medicaid services delivered to New Hampshire citizens.

Source of Federal Funds: Assistance Listing Number #93.778, FAIN #2405NH5ADM

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

Respectfully submitted,



For:

Lori A. Weaver
Commissioner