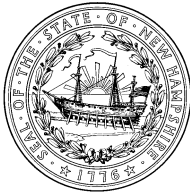


75A - 9/2/26



Lori A. Weaver
Commissioner

Henry D. Lipman
Director

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

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

August 12, 2026

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 **Retroactive, Sole Source** amendment to an existing Cooperative Project Agreement (the "Agreement") with University of New Hampshire ("UNH"), Institute for Health Policy and Practice (VC#246404), Durham, NH, for UNH to continue to provide the Department with technology infrastructure, expertise, technical assistance, and support for certain core Department Medicaid functions and deliverables, by increasing the two-year price limitation by \$809,893 (a reduction of \$35,897 compared to prior 2-year amendment period) from \$9,331,916 to \$10,141,809 and by extending the completion date from June 30, 2026 to June 30, 2028, effective retroactive to July 1, 2026 upon Governor and Council approval. 77% Federal Funds. 23% General Funds.

The original contract was approved by Governor and Council on June 21, 2017, item #11, amended on June 6, 2018, item #8A, amended on February 20, 2019, Tabled Item #6, amended on June 19, 2019, Item #14, amended on September 23, 2020, Item #7, amended on June 16, 2021, item #30, amended on May 31, 2023, item #24, as amended on January 31, 2024, item #25, and most recently amended on July 24, 2024, item #10.

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department required additional time to finalize the scope and payment terms while maintaining the essential Comprehensive Healthcare Information System and associated analytic functions and was therefore unable to present this request prior to the contract expiration date. The Department negotiated all-inclusive hourly rates for the Scope of Work, all rates are below \$100/hour for services included in the contract.

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. This Agreement was originally sole source because UNH is New Hampshire's only state supported public land-grant research university and the Agreement has been approved by the Centers for Medicare and Medicaid Services ("CMS") for enhanced federal match. The enhanced federal match rate would not be available if the services were provided by an alternative vendor, because UNH is the only in-state

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

entity that meets the CMS criteria to allow for the enhanced federal match. In addition, the Department needs continued system access to UNH's non-commercial technology infrastructure, expertise, technical assistance, and support for certain core State Medicaid functions and deliverables. UNH is the only CMS authorized contractor able to perform the services.

The purpose of this request is for UNH to continue providing technical assistance and consulting services to the Department for programs including, but not limited to:

- Quality Assurance for the Comprehensive Healthcare Information System (NH CHIS); UNH has specific authorized access.
- Medicare Data Analysis to support the Medicaid program; UNH has custodian permission allowed by CMS.
- Continued operation and development of the Medicaid Quality Information System operated on UNH infrastructure.
- Alternative Payment Model Development and Tracking under the Medicaid Care Management program, including, but not limited to, technical assistance in development of APM components within the Medicaid Care management program.
- Support to the Department in ongoing implementing doula and lactation consultant coverage and provider enrollment.
- Behavioral Health and Substance Use Disorder Medicaid Analysis.
- Assist the Department in developing policies and procedures related to new and existing programs.
- Support the Department in responding to promulgated federal Medicaid regulations and assisting the Department in the analysis of changes necessary to comply.

The entire Medicaid population will be directly or indirectly be served through UNH providing the services described above. The services outlined above are needed based on the available technical bandwidth of the Department to accomplish important time sensitive work that has consequences to the approximately 170,000 beneficiaries, 30,000 providers and state finances due to the required timeframes to be achieved.

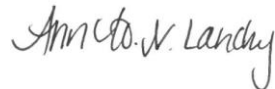
The Department will monitor services by receiving and reviewing project work plans, work product and data analyse.

Should the Governor and Council not authorize this request, the Department will not have access to UNH's non-commercial technical expertise, technological infrastructure, and the necessary support to operate the Medicaid quality dashboard and the Medicaid CHIS data would not be available as well without a gap. In addition, the enhanced federal match would not be available to the State on this contract.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.778, FAIN 2605NH5ADM.

Respectfully submitted,



For:

Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAIL SHEET

05-95-47-470010-7937 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, MEDICAID ADMINISTRATION						
CFDA # 93.778		50% Federal Funds & 50% General Funds				
Vendor UNH INSTITUTE FOR HEALTH POLICY AND PRACTICE Vendor #246404						
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2018	102/500731	Contracts for Program Services	47002000	\$425,547		\$425,547
2019	102/500731	Contracts for Program Services	47002000	\$375,548		\$375,548
2020	102/500731	Contracts for Program Services	47002000	\$425,547		\$425,547
2021	102/500731	Contracts for Program Services	47002000	\$425,547		\$425,547
2022	102/500731	Contracts for Program Services	47002000	\$425,547		\$425,547
2023	102/500731	Contracts for Program Services	47002000	\$425,547		\$425,547
2024	102/500731	Contracts for Program Services	47002000	\$425,548		\$425,548
2025	102/500731	Contracts for Program Services	47002000	\$425,548		\$425,548
2026	102/500731	Contracts for Program Services	47002000	\$425,548		\$425,548
2027	102/500731	Contracts for Program Services	47002000		\$380,503	\$380,503
2028	102/500731	Contracts for Program Services	47002000		\$429,390	\$429,390
Sub-total				\$3,779,927	\$809,893	\$4,589,820

05-95-47-470010-1371, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: DIVISION OF MEDICAID SERVICES, OFC MEDICAID SERVICES, MATERNAL OPIOID MISUSE MODEL						
CFDA #93.687		100% Federal Funds				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2021	102/500731	Contracts for Program Services	47000063	\$32,655		\$32,655
2022	102/500731	Contracts for Program Services	47000063	\$21,898		\$21,898
2023	102/500731	Contracts for Program Services	47000063	\$61,493		\$61,493
2024	102/500731	Contracts for Program Services	47000063	\$105,596		\$105,596
2025	102/500731	Contracts for Program Services	47000063	\$34,072		\$34,072
2026	102/500731	Contracts for Program Services	47000063	\$0		\$0
Sub-total				\$255,714	\$0	\$255,714

05-95-47-470010-7945 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES, ELECTRONIC HEALTH RECORDS						
CFDA # 93.609		100% Federal Funds				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2018	102/500731	Contracts for Program Services	47001600	\$780,031		\$780,031
2019	102/500731	Contracts for Program Services	47001600	\$780,031		\$780,031
2020	102/500731	Contracts for Program Services	47001600	\$643,795		\$643,795
2021	102/500731	Contracts for Program Services	47001600	\$672,285		\$672,285
2022	102/500731	Contracts for Program Services	47001600	\$614,129		\$614,129
2023	102/500731	Contracts for Program Services	47001600	\$156,750		\$156,750
Sub-total				\$3,647,021		\$3,647,021

010-95-90-901010-5362 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE						
CFDA # 93.758		100% Federal Funds				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2018	102/500731	Contracts for Program Services	90001037	\$38,413		\$38,413
2019	102/500731	Contracts for Program Services	90001037	\$38,413		\$38,413
Sub-total				\$76,826		\$76,826

010-95-90-902010-12270000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMBINED CHRONIC DISEASE						
CFDA # 93.757		100% Federal Funds				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2018	102/500731	Contracts for Program Services	90017317	\$32,000		\$32,000
Sub-total				\$32,000		\$32,000
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	90017317	\$160,000		\$160,000
2019	102/500731	Contracts for Program Services	90017417	\$160,000		\$160,000
2020	102/500731	Contracts for Program Services	90017317	\$135,000		\$135,000
2020	102/500731	Contracts for Program Services	90017417	\$135,000		\$135,000
2021	102/500731	Contracts for Program Services	90017317	\$0		\$0
2021	102/500731	Contracts for Program Services	90017417	\$0		\$0
Sub-total				\$590,000		\$590,000

010-95-90-901010-5659 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMPREHENSIVE CANCER						
CFDA # 93.758		100% Federal Funds				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2018	102/500731	Contracts for Program Services	90009051	\$35,000		\$35,000
2019	102/500731	Contracts for Program Services	90009051	\$35,000		\$35,000
Sub-total				\$70,000		\$70,000

010-95-90-902010-22150000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES,CDC ORAL HEALTH GRANT						
CFDA # 93.236		100% Federal Funds				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2019	102/500731	Contracts for Program Services	90080502	\$72,464		\$72,464
2020	102/500731	Contracts for Program Services	90080502	\$72,464		\$72,464
Sub-total				\$144,928		\$144,928

010-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG &ALCOHOL SERVICES,STATE OPIOID RESPONSE GRANT						
CFDA # 93.78		100% Federal Funds				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2020	102/500731	Contracts for Program Services	92057040	\$150,000		\$150,000
2021	102/500731	Contracts for Program Services	92057048	\$250,000		\$250,000
2022	102/500731	Contracts for Program Services	92057048	\$250,000		\$250,000
2023	102/500731	Contracts for Program Services	92057048	\$62,500		\$62,500
Sub-total				\$712,500		\$712,500

05-095-090-901010-80110000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, Preventive Health and Health Services Block Grant						
CFDA #93.991		100% Federal Funds				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount	Increase/ (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	90009051	\$23,000		\$23,000
Sub-total				\$23,000		\$23,000

Total	\$9,331,916	\$809,893	\$10,141,809
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

August 12, 2026

Lori A. Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with the University of New Hampshire ("UNH"), Institute for Health Policy and Practice, as described below and referenced as DoIT No. 2018-028I.

The purpose of this request is to continue providing DHHS with technology infrastructure, expertise, technical assistance, and support for certain core Department Medicaid functions and deliverables.

The Total Price Limitation shall increase by \$809,893 for a new Total Price Limitation of \$10,141,809, effective upon Governor and Council approval retroactive from July 1, 2026 through June 30, 2028.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Denis Goulet

DG/jd
DoIT #2018-028I

cc: Ken Gagne, IT Manager, DoIT

AMENDMENT #9 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 21, 2017, item #11, as amended on June 6, 2018, item #8A, as amended on February 20, 2019, Tabled Item #6, as amended on June 19, 2019, item #14 as amended on September 23, 2020, item #7, as amended on June 16, 2021, item #30 as amended on May 31, 2023, item #24, as amended on January 31, 2024, item #25, and most recently amended on July 24, 2024, item #10, for the Project titled “Technical Assistance and Consultation Services (SS-2018-OMS-01-TECHN-01),” Campus Project Director, Laura Davie, 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 from the State, in order to extend the Project Agreement and Project Period end date.

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 June 30, 2026, with the revised Project End Date of June 30, 2028, and Exhibit A, article B is revised to replace the Project Period of July 1, 2017 – June 30, 2026 with July 1, 2017 – June 30, 2028.
- 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 **\$809,893** and will read:

Total State funds in the amount of **\$10,141,809** 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. SS-2018-OMS-01-TECH-01-A09, Assistance List # 93.778, Centers for Medicare and Medicaid. 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 July 1, 2026, upon 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 #9**, to the Cooperative Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Dianna Hall

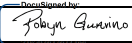
Title: Manager, Sponsored Programs Administration

Signature and Date:  8/13/2026

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

Name: Robyn Guarino

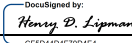
Title: Attorney

Signature and Date:  8/13/2026

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

Name: Henry D. Lipman

Title: Director

Signature and Date:  8/13/2026

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

Name:

Title:

Signature and Date:

EXHIBIT A

- A. Project Title:** Technical Assistance and Consultation Services (SS-2018-OMS-01-TECHN-01)
- B. Project Period:** July 1, 2026 through June 30, 2028, effective July 1, 2026, upon Governor and Council approval
- C. Objectives:** Modify Exhibit A-1, Amendment #5, Scope of Services and replace in its entirety with Exhibit A-1 Amendment #9, Scope of Services, which is attached hereto and incorporated by reference herein, extend contract through June 30, 2028, and add additional funding.
- D. Scope of Work:** See attached Exhibit A-1, Amendment #9, Scope of Services. Modify Exhibit K, DHHS Information Security Requirements (V.4 Last Update 04.04.2018), and replace in its entirety with Exhibit A-3, DHHS Information Security Requirements (v5 10.09.18), which is attached hereto and incorporated by reference herein.
- E. Deliverables Schedule:** See Exhibit A-1, Amendment #9, Scope of Services
- F. Budget and Invoicing Instructions:** See Exhibit B-1, Method and Conditions Precedent to Payment.
1. Modify Exhibit B-1, Method and Conditions Precedent to Payment, Section 1 to read:
 - 1) The State shall pay the Campus an amount not to exceed the amount in the Cooperative Project Agreement for the services provided by the Campus pursuant to Exhibit A-1, Amendment #9, Scope of Services.
 - 1.1. This contract is funded with funds from the Centers for Medicare and Medicaid Services (CMS) CFDA #93.778, and General Funds.
 - 1.2. The Campus agrees to provide the services in Exhibit A-1, Amendment #9, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Campus's current and/or future funding.
 2. Modify Exhibit B-1, Method and Conditions Precedent to Payment, Section 2, Subsection 2.1. to read:
 - 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 budget, Exhibit B-6, Amendment #9 and Exhibit B-7, Amendment #9.
 3. Modify Exhibit B-1, Method and Conditions Precedent to Payment, Section 2, Subsection 2.2. to read:
 - 2.2. The Campus 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 invoice will include the project name as in the Project Work Plan, current and cumulative expense amounts against the approved Budgets in Exhibit B-6, Amendment #9 and Exhibit B-7, Amendment #9.

4. Modify Exhibit B-1, Method and Conditions Precedent to Payment, Section 2, Subsection 2.5. to read:
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DMSInvoices@dhhs.nh.gov. Hard copies shall be mailed to:
Department of Health and Human Services
Office of Medicaid Services
129 Pleasant Street
Concord, NH 03301
5. Modify Exhibit B-1, Method and Conditions Precedent to Payment, Section 2, Subsection 2.6. to read:
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A-1, Amendment #9. Scope of Services.
6. Modify Exhibit B-1, Method and Conditions Precedent to Payment, Section 3. to read:
 - 3) Notwithstanding paragraph 5 Changes of the Master Agreement for Cooperative Projects, changes limited to adjusting amounts between budget line items, related items, amendments of related budget Exhibit B-6, Amendment #9 and Exhibit B-7, Amendment #9 within the price limitation, and to adjusting 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.
7. Add Exhibit B-6, Amendment #9, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-7, Amendment #9, which is attached hereto and incorporated by reference herein.



New Hampshire Department of Health and Human Services Technical Assistance and Consultation Services

Exhibit A-1 Amendment #9

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2028, and the Department of Health and Human Services (hereinafter referred to as the State) shall not be liable for any payments for services provided after June 30, 2028, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2027-2028 biennial budget.

2. Scope of Services

- 2.1. Objectives: The University of New Hampshire, Institute of Health Policy and Practice (hereafter referred to as the Campus) will:
 - 2.1.1. Establish and maintain a health services delivery system for the New Hampshire Medicaid population within federal, state, and local laws, rules and policies.
 - 2.1.2. Support the State's data and quality operations, including supporting the State in improving the quality of its Medicaid and health care related data and its approach to performance and quality monitoring.
 - 2.1.3. Support the Department in developing and hosting training and staff development resources.
 - 2.1.4. Support the Department's implementation, and provide technical assistance on the implementation of, doula coverage and provider enrollment, lactation consultant coverage and provider enrollment, and donor breast milk coverage.
- 2.2. The Campus will provide support to the State's objectives defined in Section 2.1 above, by the provision of technical assistance and consultation services for the following:
 - 2.2.1. Ongoing projects that include, but are not limited to:
 - 2.2.1.1. Analysis of Medicaid business operations, industry practices, policy and rate setting recommendations.
 - 2.2.1.2. Assessment of cost-effectiveness and budget impact of



New Hampshire Department of Health and Human Services Technical Assistance and Consultation Services

Exhibit A-1 Amendment #9

- different care options.
- 2.2.1.3. Performance of project work plans for surveys.
- 2.2.1.4. Policy analysis.
- 2.2.1.5. Population-based health care data and standardized datasets on health care cost and quality.
- 2.2.1.6. Support for the Medicaid Quality Information System (MQIS).
- 2.2.1.7. Program evaluation and support services necessary to implement the budget initiatives effective July 1 for each year.
- 2.2.1.8. Quantitative and qualitative analysis for surveys.
- 2.2.2. Specialty Projects that include, but are not limited to:
 - 2.2.2.1. State initiatives related to the delivery of services, including understanding delivery patterns in the Medicaid program. Any work performed by the vendor as part of those initiatives shall comply with all state rule, and state and federal law required to safeguard the confidentiality of the information, and compliance with 42 CFR part 2 as applicable.
 - 2.2.2.2. Compliance education and technical assistance related to Medicaid Care Management inclusive of the development of an Alternative Payment Methodology (APM) strategies.
 - 2.2.2.3. Assist the State in policies and procedures related to new and existing waivers and programs.
- 2.2.3. Other Projects as requested by the State that support the Objectives in Section 2.1.
- 2.3. The Campus will provide at a minimum the following activities as applicable for each project in Section 2.1 and 2.2:
 - 2.3.1. Research and analyze selected policy and program issues as requested; participate/contribute on associated workgroups and project teams.
 - 2.3.2. Collaborate on health care projects of mutual interest that further State' budget initiatives, including preparation of joint funding requests.
 - 2.3.3. Participate in survey work and technical assistance necessary to



**New Hampshire Department of Health and Human Services
Technical Assistance and Consultation Services**

Exhibit A-1 Amendment #9

- achieve budget initiatives, as requested.
- 2.3.4. Support regulatory and policy analysis as needed by the State, including, but not limited to, assisting the State in the analysis of States changes necessary to comply with the Medicaid Managed Care Rules including but are not limited to:
- 2.3.4.1. Technical advisory services on matters of confidentiality, referrals and conflict of interest, and regulatory compliance thereto.
- 2.3.5. Assist the State in maintaining and expanding activities to support MQIS. This includes working with the UNH Research Computing Center to maintain and modify the MQIS website, including meta data system, submission infrastructure, reporting system, public and administrative views, and maintenance of server hardware and software.
- 2.3.6. At the request of and the approval of the State, provide analytic datasets and/or preliminary analysis for applications for New Hampshire Comprehensive Health Care Information System (CHIS) data approved for Campus.
- 2.3.7. Research and recommend ways to improve the collection and release of claims data sets by identifying potential ways to improve the health data for NH. Coordinate with National Association of Health Data Organizations and other states about any proposed changes to national health data standards. If necessary, build business case and related Data Maintenance or Change Request for the appropriate Data Standards Maintenance Organization (e.g. ANSI ASC X12, NUBC).
- 2.3.8. Analyze insurance health plan type (e.g., private, Medicaid and Medicare) by variations in health risk factors and conditions (e.g., smoking, chronic diseases and by age/income and geography) to develop a profile of the risk factors and prevalence of chronic disease in the Medicaid population, presuming Medicaid sponsors and adds insurance questions to New Hampshire Behavioral Risk Factor Surveillance System (NH BRFSS).
- 2.3.9. Support ongoing analysis of Medicaid and other data, including, but not limited to, updating behavioral health and substance use disorder Medicaid data analysis and dental claims analysis reporting supported by Contractor's oral health report suite.
- 2.3.10. Work with State staff to add updated years of Medicare eligibility,



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claims, and provider files from CMS for analytic needs, including:

- 2.3.10.1. Administer the DUA and data acquisition for Medicare data on behalf of the State.
- 2.3.10.2. Work with the State to finalize an analytic plan for the NH Medicare data, and analyze Medicare claims, eligibility, and provider files according to the agreed upon analytic plan.
- 2.3.11. Quality Assurance for the Comprehensive Healthcare Information System (NH CHIS), and support for Medicaid quality assurance activities :
 - 2.3.11.1. Provide monthly program progress status reports for the State Medicaid senior management team;
 - 2.3.11.2. Coordinate with other states as needed to prepare reports and solicit provider claims data;
 - 2.3.11.3. Research, develop, and implement other key program components as requested by the State; and
 - 2.3.11.4. Develop and implement procedures to archive provider attestation data, supporting documentation, and related pre- and post-payment verification memos, files, and reports.

3. Review and archive pertinent program documentation, data, and reports Project Management

- 3.1. The Campus will only commence work on projects in Section 2 upon the State's approval of a Project Work Plan for each project in Section 2. as follows:
 - 3.1.1. The Campus will receive requests from the State for technical assistance and consultation services for each project listed in Section 2.
 - 3.1.2. The Campus will submit to the State for input on a Project Work Plan within five business days from the date of request in Section 3.1.1.
 - 3.1.3. The State will provide the Campus input on the Project Work Plan within five (5) business days from the date of receipt in Section 3.1.2.



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- 3.1.4. The Campus will organize and facilitate a project kick-off meeting, if required, within five (5) days of the receipt of the State's input to the Project Work Plan in Section 3.1.3.

4. General Requirements

- 4.1. The State may renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.
- 4.2. Gratuities or Kickbacks: The Campus agrees that it is a breach of this Project Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Campus, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibits A of this Cooperative Project Agreement. The State may terminate this Project Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Campus or Sub-Contractor.

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A. Definitions

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

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

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

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

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI. The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Campus Initials DS
Date 8/13/2026

Campus Initials DS
Date 8/13/2026