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Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
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July 1, 2014

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to exercise a no cost amendment to an agreement with University of New Hampshire Purchase Order # 1024577, Vendor # 177867-B046, Office of Sponsored Research, 51 College Road, Durham, NH 03824, to add an Exhibit I – Health Insurance Portability Act Business Associate Agreement, effective the date of Governor and Council approval through June 30, 2015. This epidemiological contract was originally approved by Governor and Council on June 6, 2012, Item #74.

**EXPLANATION**

The purpose of this amendment is to add an Exhibit I – Health Insurance Portability Act Business Associate Agreement, as required by Maternal and Child Health Section, in order to maintain compliance with Federal funders.

Should Governor and Executive Council not authorize this Request, Maternal and Child Health will not have the ability to perform the required analysis of health and programmatic data to prioritize effectively and meet the evaluation requirements of Federal funders.

Respectfully submitted,

José Thier Montero, MD, MHCDS  
Director

Approved by: Nicholas A. Toumpas  
Commissioner

**AMENDMENT #01 to  
COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services, Division of Public Health  
Services**

and the

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

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **6/6/12**, item # **74**, for the Project titled "**Epidemiological Support**," Campus Project Director, **David Laflamme**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Incorporate Business Associate Agreement included in Standard Exhibit I included herewith

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

- Article A. is revised to replace the State Department name of \_\_\_\_\_ with \_\_\_\_\_ and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B. is revised to replace the Project End Date of \_\_\_\_\_ with the revised Project End Date of \_\_\_\_\_, and Exhibit A, article B is revised to replace the Project Period of \_\_\_\_\_ – \_\_\_\_\_ with \_\_\_\_\_ – \_\_\_\_\_.
- Article C. is amended to add Exhibit A by including the proposal titled, " \_\_\_\_\_," dated \_\_\_\_\_.
- Article D. is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to \_\_\_\_\_.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.

- Article F. is amended to reduce funds in the amount of \$ \_\_\_\_\_ and will read:  

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

- Article F. is amended to change the cost share requirement and will read:  

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

- Article F. is amended to change the source of Federal funds paid to Campus and will read:  

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. \_\_\_\_\_ from \_\_\_\_\_ under CFDA# \_\_\_\_\_. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New

Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised Exhibit B**, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

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

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

- Article H. is amended such that:

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

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

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

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

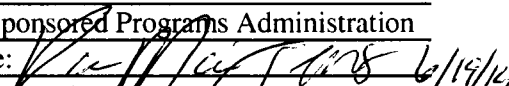
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #01** to the Cooperative Project Agreement.

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

Name: Karen M. Jensen

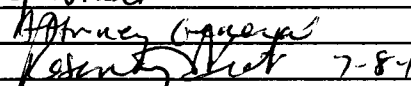
Title: Manager, Sponsored Programs Administration

Signature and Date:  6/19/14

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

Name: Rosemary Wiant

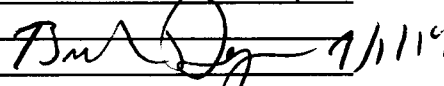
Title: Assistant Attorney General

Signature and Date:  7-8-14

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

Name: José Their Montero, MD, MHCDS 

Title: Director

Signature and Date:  7/1/14

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

Name:

Title:

Signature and Date:

## STANDARD EXHIBIT I

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

Epidemiological Support  
July 1, 2012 through June 30, 2015

### BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate’s notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional reasonable security safeguards.

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with 45 CFR 164.410.
- b. The Business Associate shall comply with all applicable and required sections of the Privacy and Security Rule as set forth in 45 CFR Parts 160 and 164.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the

Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH D+HS

The State

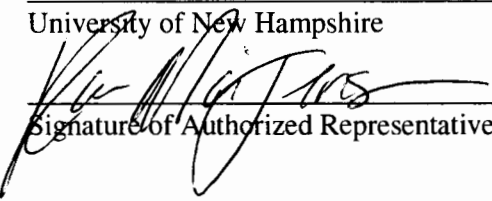
  
Signature of Authorized Representative

Brook Dupee

Bureau Chief

7/1/14  
Date

University of New Hampshire

  
Signature of Authorized Representative

Karen M. Jensen

Manager, Sponsored Programs Administration

6/19/14  
Date



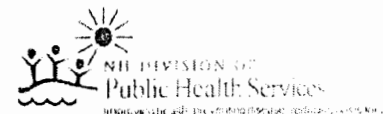


Nicholas A. Toumpas  
Commissioner

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STATE OF NEW HAMPSHIRE  
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SERVICES

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603-271-4517 1-800-852-3345 Ext. 4517  
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April 20, 2012

APPROVED FOR \_\_\_\_\_  
DATE \_\_\_\_\_  
APPROVED G&C # 74  
DATE 6/6/12  
NOT APPROVED \_\_\_\_\_

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section, to enter into a sole source agreement with the University of New Hampshire (Vendor #177867-B046), Office of Sponsored Research, 51 College Road, Room 116, Durham, New Hampshire 03824, in an amount not to exceed \$450,000.00, to provide epidemiological expertise to provide analytic and research support to the Division of Public Health Services, Maternal and Child Health Section, to be effective July 1, 2012 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015. Funds are available in the following accounts for State Fiscal Year 2013, and are anticipated to be available in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90080001	\$85,000
SFY 2014	102-500731	Contracts for Program Services	90080001	\$85,000
SFY 2015	102-500731	Contracts for Program Services	90080001	\$85,000
			Sub-Total	\$255,000

05-95-90-902010-1844 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, FED NH PREP GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90018440	\$30,000
SFY 2014	102-500731	Contracts for Program Services	90018440	\$30,000
SFY 2015	102-500731	Contracts for Program Services	90018440	\$30,000
			Sub-Total	\$90,000

05-95-90-902010-5896 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA HOME VISITING

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90004104	\$35,000
SFY 2014	102-500731	Contracts for Program Services	90004104	\$35,000
SFY 2015	102-500731	Contracts for Program Services	90004104	\$35,000
			Sub-Total	\$105,000
			Total	\$450,000

**EXPLANATION**

Funds in this agreement will be used to continue and expand the sole source services of a maternal and child health epidemiologist to provide sophisticated data analysis and evaluation services for the Division of Public Health Services, Maternal and Child Health Section. This agreement seeks to continue a highly satisfactory eight-year relationship between the University of New Hampshire and Division of Public Health Services to sustain a joint faculty/epidemiologist appointment. Dr. David Laflamme has provided these epidemiological services for the past eight years. This joint appointment allows us to pay Dr. Laflamme a competitive salary commensurate with the PhD research skills and experience required for the scope of work. David Laflamme, is currently employed by the University of New Hampshire, and maintains an office at the University Institute for Health Policy and Practice. The University pays for one day per week of Dr. Laflamme's salary. Dr. Laflamme will work for the Division for four days each week paid through this agreement and maintains an office at the Division for those days.

In addition to the analytic work conducted for the Division Dr. Laflamme serves as faculty in the University's Master's of Public Health Program. The shared resources through this arrangement are mutually beneficial for both parties. This agreement adds an additional day of his time to conduct two new program evaluations and additional funds for computer resources to enable data linkages and analysis.

The continued relationship with Dr. Laflamme, in particular, is crucial as he possesses unique and in-depth knowledge and familiarity with the maternal and child health related data sets required to carry out the analysis and evaluation required by the Maternal and Child Health Block Grant. Dr. Laflamme is recognized nationally as an expert in maternal and child health data linkage and provides the Division of Public Health Services with required data analysis for needs assessments, strategic planning, resource deployment and performance management.

Maternal and Child Health is guided by ten priorities determined by a Five Year Needs Assessment. To select these priorities, data and public input about the needs of New Hampshire families, current Maternal and Child Health programs and maternal and child health issues were analyzed. Dr. Laflamme helped Maternal and Child Health document that over six percent of infants born in 2007 were low birth weight (<2500 grams). Preterm birth has enormous health, social and economic costs. It increases the risk of infant death and of serious health consequences such as cerebral palsy, blindness and developmental difficulties, and can impact a person throughout their life span. Smoking during pregnancy accounts for 20-30% of low-birth weight babies and up to 14% of pre-term births. Of women using Maternal and Child Health-funded prenatal clinics during the period

July 1, 2007-June 4, 2009, 43.2% smoked 3 months prior to becoming pregnant.<sup>1</sup> Disparities in preterm rates, as well as smoking rates, are evident among racial, ethnic and socioeconomic groups.

Other Maternal and Child Health intensive data analysis conducted by Dr. Laflamme include: improving access to children's mental health services; decreasing pediatric overweight and obesity; decreasing unintentional injury among children and adolescents; improving access to standardized developmental screening for young children; decreasing the use and abuse of alcohol, tobacco and other substances among youth, pregnant women and families; increasing family support and access to trained respite and childcare providers; improving the availability of adequate insurance and access to health care and safety net providers; reducing exposure to lead hazards, asthma triggers and other environmental hazards to assure safe and healthy home environments; improving oral health and access to dental care; and decreasing the incidence of preterm birth.

In addition to continuing his current Maternal and Child Health data analysis, Dr. Laflamme will develop an evaluation plan for the New Hampshire Personal Responsibility Education Program, an innovative teen pregnancy prevention program. He will participate in development of a new performance measurement system to ensure that the young adults who enroll in the program meet their intended goals. He will also help develop a system to measure the degree to which vendors who provide this service are faithful to the program requirements.

Another addition to this agreement is the analysis and interpretation of Healthy Families America - Home Visiting New Hampshire Program data to identify the effects and benefits of the program on the families enrolled, and make recommendations for program improvement. As part of this analysis, he will compare the health outcomes of the families who participate in the program with a group of families who did not participate in the program. He will also assist the home visiting program and its vendors in assuring that complete and accurate data is reported as per the federal requirements for this program.

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

These services were contracted previously with this contractor in SFY 2010, 2011 and 2012 in the amount of \$307,279. This agreement represents an increase of \$142,721. The increase is due to an additional day per week of Dr. Laflamme's time to complete the additional responsibilities and time for the evaluation of the Healthy Families America - Home Visiting New Hampshire Program and New Hampshire Personal Responsibility Education Program. This agreement also includes an increase for additional equipment and computer resources that are necessary to facilitate data linkages and analysis.

The following performance measures will be used to measure the effectiveness of the agreement.

- Using a linked dataset comprised of birth and hospital discharge records, complete an annual (for SFY 2013, 2014, 2015) hospital-level analysis of preterm and early term elective delivery births (e.g. non-medically indicated/documentated cesarean section and induction of labor).
- Complete an annual (for SFY 2013, 2014, 2015) analysis of teen birth data and outcomes for the New Hampshire Title V Needs Assessment and Personal Responsibility Education Program.

<sup>1</sup> NHDHHS DPHS MCHS (2008). Data source: NH birth data

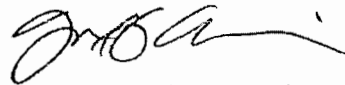
- By the end of SFY 2013, complete a study evaluating the effectiveness of the Home Visiting New Hampshire program. Using 2011 data, compare and analyze outcomes between Home Visiting New Hampshire participants and a group similar to enrolled participants, based on characteristics including income, age, and race/ethnicity. Primary outcomes to be included are: smoking cessation during pregnancy, prenatal care visits, birth weight, post-birth hospitalizations, premature birth and inter-birth intervals.
- By the end of SFY 2014, complete an analysis comparing outcomes for women and children who participated in Home Visiting New Hampshire - Healthy Families America and a group similar to enrolled participants, based on characteristics including income, age, and race/ethnicity. Outcomes to be included are: prenatal care visits, birth weight, inter-birth intervals, premature birth, and breastfeeding.

Area served: Statewide.

Source of Funds: 70.53% Federal Funds from United States Department of Health and Human Services, Health Resources and Services Administration, Maternal and Child Health Bureau and Administration for Children and Families, Administration on Children, Youth and Families and 29.47% General Funds.

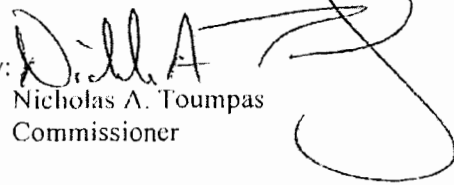
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

JTM/PMT/sc

**COOPERATIVE PROJECT AGREEMENT**

between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services, Division of Public Health Services**

and the

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

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services, Division of Public Health Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/15**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Epidemiological Support**

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

**State Project Administrator**

Name: Marie Kiely  
 Address: NH DHHS DPHS  
 Maternal & Child Health  
 29 Hazen Drive  
 Concord, NH 03301  
 Phone: 271-4587

**Campus Project Administrator**

Name: Dianne Hall  
 Address: University of New Hampshire  
 Sponsored Programs Administration  
 51 College Rd. Rm 116  
 Durham, NH 03824  
 Phone: 603-862-1942

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

**State Project Director**

Name: Patricia Tilley  
 Address: NH DHHS DPHS  
 MCH Administrator  
 29 Hazen Drive  
 Concord, NH 03301  
 Phone: 271-4526

**Campus Project Director**

Name: David Laflamme  
 Address: NH Health, Policy & Practice  
 279 Hewitt Hall  
 Durham, NH 03824  
 Phone: 862-5099

Campus Authorized Official *KJ*  
 Date *7/29/12*

F. Total State funds in the amount of **\$450,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **B04 MC 00306-07 Q2 Maternal and Child Health Block Grant; Personal Responsibility Education Program Grant; & Affordable Care Act (ACA) Maternal, Infant and Early Childhood Home Visiting Program Grant** from **US Department of Health and Human Services** under CFDA# **93.994, 93.092, & 93.505**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

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

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

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

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

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date: 

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

Name: Jeanne R. Herrick

Title: Attorney

Signature and Date: Jeanne R. Herrick 4/16/12

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

Name: Jose Their Montero, MD

Title: \_\_\_\_\_

Signature and Date: 

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## EXHIBIT A

- A. **Project Title:** Epidemiological Support
- B. **Project Period:** July 1, 2012 – June 30, 2015
- C. **Objectives:** The Campus will employ an epidemiologist with a doctoral degree to provide analytic and research expertise to the Bureau of Community Health Services, Maternal and Child Health Section and will coordinate with the Maternal and Child Health Section and the Campus Survey Center to conduct surveys for the Maternal and Child Health Section to inform the work of the Section staff. The epidemiologist will work approximately four days per week on-site in the Maternal and Child Health Section and one day per week at the Campus.

Current Staffing: The Campus shall employ Dr. David Laflamme to work with the Bureau of Population Health and Community Services, Maternal and Child Health Section. If Dr David Laflamme becomes unavailable, the Bureau of Population Health and Community Services, Maternal and Child Health Section will have the opportunity to review the credentials and approve any subsequent epidemiologist assigned to the Maternal and Child Health Section.

D. **Scope of Work:** This Campus Project Director shall:

- Conduct analysis and research of health and statistical data for use in health planning, needs assessment, performance and outcome measurement, and quality assurance for the maternal and child health population. Coordinate the collection, analysis and reporting of health data and to assess the ability to link maternal and child health data sources.
- Design and conduct health services research, operations research, and program evaluation projects to analyze the outcomes of public or private maternal and child health services, focusing on issues related to quality improvement, access to care, health disparities and acceptability of services to individuals, communities, and providers.
- Serve as technical expert in the development of Department policies, identify priority health services questions, and identify and recommend policy assessments. Conduct reviews of existing literature and data in maternal and child health and prepare analyses and summaries of the literature. Analyze and interpret findings from the literature to determine validity and relevance of studies to the current health services questions. Use scientific and technical methods to identify and evaluate a wide range of conventional and non-conventional health services delivery models.
- Compile statistical data and develop qualitative and quantitative analyses for program planning, and for use in monitoring program operations, program evaluation, and quality improvement.
- Prepare and present summaries from literature reviews, data analyses and study results for Department and public presentation. Participate in the dissemination of research findings, and the application and translation of best practices to maternal and child health activities.
- Provide scientific advice and technical assistance to various public and nonprofit health and health related agencies and organizations. Cooperate and collaborate (including providing technical assistance) with other organizational components within the Department and a verity of other

organizations, universities and health care providers to ensure the quality of maternal and child health programs and achieve overall organizational objectives.

- Provide technical assistance to the Department, Maternal and Child Health staff and external agencies to report on required health status indicators and performance measures, to analyze health disparities among the maternal and child health population and to assess the ability to link data sets impacting the maternal and child health population.
- Conduct and analyze surveys developed with Maternal and Child Health staff to collect information to inform planning of maternal and child health services in the state.
- Develop an evaluation plan for the New Hampshire Personal Responsibility Education Program (PREP) including a new performance measurement system and oversee participation and fidelity to requirements if New Hampshire PREP is selected to participate in a national evaluation.
- Analyze and interpret data elements related to the Home Visiting New Hampshire program and the Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Visitation program and provide ongoing consultation and analysis for supporting policy and program evaluation.
- Provide leadership in the development of five-year maternal and child health needs assessment and plan as required by the federal Maternal and Child Health Bureau and serve as the data contact for the state to this federal agency. This includes traveling to national meetings to participate as the state data contact.
- Participate in the annual development of the Title V Maternal and Child Health Block Grant application as it relates to evaluating performance of the state MCH program and determine performance measures.

**E. Deliverables Schedule:** Performance Measures mentioned in G&C letter.

**F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period and shall show current and cumulative expenses by major cost categories, billed separately by State FY. Campus project director will supply separately backup information for each invoice breaking down expenses by project and reflecting the federal funding source that expenses should be applied to. Carryforward of unexpended funds from one FY to the next will require prior State approval.

Budget Items	SFY 13	SFY 14	SFY 15	Total
1. Salaries & Wages (.8 FTE)	\$ 71,342	\$ 76,202	\$ 78,488	\$226,032
2. Employee Fringe Benefits (44.8%)	\$ 31,961	\$ 34,139	\$ 35,163	\$101,263
3. Travel	\$ 6,700	\$ 6,000	\$ 5,000	\$ 17,700
4. Supplies and Services	\$ 1,108	\$ 2,707	\$ 397	\$ 4,212
5. Equipment	\$ 10,000	\$ 0	\$ 0	\$ 10,000
6. Facilities & Admin. Costs (26%)	\$ 28,889	\$ 30,952	\$ 30,952	\$ 90,793
<b>Total Project Costs:</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$150,000</b>	<b>\$450,000</b>



**EXHIBIT B**

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

Special Federal provisions are listed here:  None or

*Curriculum Vitae*  
**DAVID J. LAFLAMME**

*Personal Data*

Home Address: 21 Surrey Coach Lane  
Bow, NH 03304-4125

Office Address: University of New Hampshire  
Department of Health Management & Policy  
Hewitt Hall, 4 Library Way  
Durham, NH 03824-3563  
(603) 271-6679  
Email: [David.Laflamme@unh.edu](mailto:David.Laflamme@unh.edu)

*Education and Training*

2003 Ph.D. Johns Hopkins Bloomberg School of Public Health  
Department of Health Policy & Management  
Faculty of Social and Behavioral Sciences  
Cancer Epidemiology Training Fellow  
Dissertation: *Online Health Information Seeking, Health Locus of Control and Health Literacy Among Low-Income Internet Users in East Baltimore*  
Phi Beta Kappa Honor Society

1997 M.P.H. Tulane University School of Public Health and Tropical Medicine  
Department of International Health  
Concentration in Health Communication & Education

1989 B.S. Plymouth State College  
Health Education, Community Health Track  
Eta Sigma Gamma Health Science Honorary

*Professional Experience*

Research Assistant Professor (2003-present), University of New Hampshire, College of Health and Human Services, Department of Health Management and Policy & NH Institute for Health Policy and Practice, Durham, NH.

- Responsible for teaching *Evaluation in Public Health* (elective) and *Social and Behavioral Health* (core) for the Master of Public Health program.
- Participate in multiple public health research and practice projects with the New Hampshire Institute for Health Policy and Practice.

*Version: Oct 2011*

State Maternal and Child Health Epidemiologist (2003-present), NH Department of Health and Human Services, Concord, NH. Contracted through the NH Institute for Health Policy and Practice (UNH).

- Epidemiologic analysis of state and national data sets related to maternal and child health (e.g. birth, death, hospital discharge, insurance claims, etc.).
- Conduct analysis to support Title V and Home Visiting Needs Assessments and other projects (e.g. successful PRAMS application, Title V Block Grant reporting, etc.).
- Provide consultation and services for data collection and analysis, including performance management, prevalence surveys, survey weighting, perinatal care, evaluation, surveillance, quality metrics, etc.

Principal Investigator (2001-2003), The Johns Hopkins Bloomberg School of Public Health, Baltimore, MD. The East Baltimore Internet Health Survey.

- Responsible for the design, implementation and analysis of original community-based participatory research (CBPR).
- Obtained funding from private foundation and managed budget and accounting tasks.
- Formed and led a Community Advisory Board (CAB) of target population residents to provide community input into the research instrument and process.
- Interviewed, hired and trained residents to form a Survey Team for data collection.
- Performed all programming for the Palm-based survey and related database.
- Supervised Survey Team in the field during the data collection phase.
- Led the CAB through the process of developing materials to bring the research findings back to the community.

Project Manager (2000-2003) and Senior Research Assistant (1998-2000), The Johns Hopkins Bloomberg School of Public Health, Baltimore, MD.

- Participated in all aspects of a study examining the effects of workplace policies, climate, and stressors on drug and alcohol attitudes and behaviors (funded by the Robert Wood Johnson Foundation).
- Actively contributed to multiple survey and interview designs.
- Set-up SPSS database and coding system, interviewed participants at national sites, and entered data.
- Made follow-up calls to survey respondents, assisted with data analysis and preparation of reports and manuscripts.
- Supervised research assistants and student interns and coordinated the day-to-day logistics of this national workplace policies study.

Teaching Assistant, The Johns Hopkins Bloomberg School of Public Health, Baltimore, MD, 2000. Communication Strategies for Health Education and Health Promotion.

Assistant Program Coordinator, Optima Healthcare Community Services Parish Nurse Program, Manchester, NH, Jan.-Aug. 1998.

- Developed policies and procedures and coordinated church health fairs.
- Set-up new sites, designed record keeping system, interacted with clients and provided general support contributing to the strong growth of this new program.

*District Sanitation Coordinator*, United States Peace Corps & His Majesty's Government of Nepal, 1995-1997.

- Planned, budgeted for, and implemented district and village level sanitation and health education programs.
- Supervised the Sanitation Unit in the District Water Supply Office of Ilam, Nepal.
- Greatly improved the capacity of the government district sanitation staff to effectively monitor and evaluate the district sanitation program.
- Recruited and coordinated various governmental, non-governmental and community organizations to plan and implement a sanitation and ecotourism project targeting Nepal's highest trekking peak (Mera Peak - 21,825').
- Designed and implemented original community-based participatory research resulting in the publication of the Ilam District Sanitation Profile. This profile was the first of its kind in Nepal and served as a model for the national sanitation office.
- Provided technical training assistance during Peace Corps pre-service trainings for sanitation coordinator volunteers-in-training.
- Adapted to a very different culture, learned a foreign language quickly, and worked in a self-motivated style under challenging living and working conditions.

*Health Educator/Exercise Specialist*, Catholic Medical Center Networks, Corporate & Community Health Improvement Programs (CHIPs), Manchester, NH, 1989-1994.

- Managed corporate wellness program and fitness center.
- Developed and implemented various health education programs including: Stress Management, Smoking Cessation, Cardiovascular Risk Factor Identification & Reduction, Walking for Health, etc.
- Race Director for CHIPs Challenge 5K roadrace; named top race in New Hampshire, selected as USA Track & Field New England Championship site, doubled participation, obtained large amounts of sponsorship and community support.
- Coordinated and taught provider and instructor Basic Life Support courses using American Heart Association guidelines; recruited and trained volunteer instructors.
- Proficient in administration of health risk appraisals including: blood lipid and glucose analysis, fitness evaluation, patient counseling, and software and optical mark scanner operation.
- Faculty member for American College of Sports Medicine, Exercise Leader and Health/Fitness Instructor workshop and certification programs.

### *Professional Activities*

American Public Health Association

New Hampshire Public Health Association

- Board Member, 2004-2007
- Communications Committee Chair, 2004-2007
- Member, 2001-present
- Webmaster, 2005-2009

National Association of Public Health Statistics and Information Systems (2006-present)

*Professional Activities (continued)*

Maternal and Child Health Epidemiologists (2008-present).

- Member of core group forming this new national professional organization with formal ties to the Association for Maternal and Child Health Programs and the Council of State and Territorial Epidemiologists
- Communications work group lead (2008-present)
- Creator/webmaster of mchepi.org, an online community for State, Local & Tribal MCH Epidemiologists (2011)

Ad Hoc Reviewer, Maternal and Child Health Journal (2006-present)

Ad Hoc Reviewer, Journal of Medical Internet Research (2007-present)

Founded mchepi.com website to share statistical-programming code (2008-2011)

*Honors and Awards*

- Phi Beta Kappa (2003)
- Cancer Epidemiology Fellowship, NIH/NCI Training Grant (1999-2002)
- Johns Hopkins Bloomberg School of Public Health, Department of Health Policy and Management Scholarship (1998-2002)
- Johns Hopkins Bloomberg School of Public Health, Department of Health Policy and Management Student Conference and Poster Presentation Award (2002)
- Pforzheimer Fellow, National Civic League (2001-2002)
- Tulane University/Peace Corps Internationalist Grant (1994)
- Employee of the Month, Catholic Medical Center (1993)
- Eta Sigma Gamma National Health Science Honorary – Life Member
- Eta Sigma Gamma award from Gamma Zeta chapter (1989)
- Eagle Scout (1984)

*Certifications*

- Certified Health Education Specialist (CHES; 1990-2002)
- American College of Sports Medicine, Health/Fitness Instructor (1991-1995)
- American Cancer Society, FreshStart Smoking Cessation Facilitator
- Certificate in NIOSH-approved Spirometry Testing in the Workplace
- Nationally certified EMT-A and Wilderness Emergency Medical Technician (1989)

*Continuing Education*

- SAS Programming 1: Essentials (2011)
- SAS Programming 2: Data Manipulation Techniques (2011)