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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 28, 2015

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 Community Based Care Services, Bureau of Elderly and Adult Services to exercise a renewal option by amending an existing Agreement with the University of New Hampshire, Durham, New Hampshire (Vendor #177867) to provide Technical Assistance Services to complete the development and implementation for the expansion of the Options Counseling Program under the Aging and Disability Resource Centers, by extending the completion date from June 30, 2015 to June 30, 2016 and by increasing the price limitation by \$73,640 from \$624,009 to an amount not to exceed \$697,649, effective July 1, 2015 or date of Governor and Executive Council, whichever is later. The original agreement was approved by Governor and Executive Council on July 10, 2013 (item #56), and Amended on June 28, 2014 (Item #105). 100% Federal Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without approval from Governor and Executive Council.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Account	Class Title	Current Budget	Increase/Decrease	Revised Budget
2014	072-500575	Grants Federal	\$192,579		\$192,579
2015	072-500575	Grants Federal	\$431,430		\$431,430
2016	072-500575	Grants Federal	0	\$73,640	\$73,640
		Total	\$624,009	\$73,640	\$697,649

EXPLANATION

Approval of this Amendment will allow the Department to complete the expansion of the Options Counseling Program in New Hampshire. The University will build on completed deliverables by continuing to support the State in the development and implementation of Options Counseling in the

No Wrong Door process, specific training, National No Wrong Door Standards and Management Tool implementation, formal partnership initiatives, and quality improvement framework. In New Hampshire the No Wrong Door is referred to as NH Care Path, a model design for agencies to be access points for individuals to improve information about community long-term care services and supports, streamline application and eligibility determination processes, and assist those applying for services for all populations

The goal of this expansion is to strengthen the person-centered access approach to programs to help older adults, persons with disabilities of all ages, people with intellectual, physical, and developmental disabilities, veterans and family caregivers, to learn about and access the Long Term Services and Supports that best meet their needs to assist them to remain in their homes and communities, while keeping institutional services available when they are needed.

This Contractor was selected through a competitive bid process.

Should the Governor and Executive Council determine not to approve this request, more individuals in need of long-term care will be unable to obtain needed services and supports in their communities, resulting in increased utilization of higher cost institutional services. In addition, a certain number of people currently being cared for in institutional settings will have to remain in those settings, due to the continued shortage of available community services and supports that could fulfill their needs. Without access to Options Counseling, the rate of hospital readmissions is expected to increase.

Areas served: Statewide

Source of Funds for this amendment: 100% Federal funds from the Administration for Community Living. CFDA #93.517 and FAIN #90RO0028

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

Respectfully submitted,


for Diane Langley
Director

Approved by:


Nicholas A. Toumpas
Commissioner

**AMENDMENT #2 to
COOPERATIVE PROJECT AGREEMENT**

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

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 7/10/13, item # 56, and amended by an agreement (Amendment #1 to the Agreement) approved on Governor and Executive Council on June 18, 2014, item #105, for the Project titled "Technical Assistance Services for the Enhanced ADRC Options Counseling Program," 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: Extend the Project Agreement and Project Period end date and provide additional funding; and Delete in its entirety Standard Exhibit I and replace with Exhibit I Business Associate Agreement (version April 7, 2015).

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 **6/30/15** with the revised Project End Date of **6/30/16**, and Exhibit A, article B is revised to replace the Project Period of **7/10/13 – 6/30/15** with **7/10/13 – 6/30/16**.
- Article C. is amended to expand Exhibit A by including the proposal titled, " _____ ," dated _____.
- Article D. is amended to change the State Project Administrator to _____ and/or the Campus Project Administrator to _____.
- Article E. is amended to change the State Project Director to _____ and/or the Campus Project Director to _____.
- Article F. is amended to add funds in the amount of **\$73,640** and will read:

Total State funds in the amount of **\$697,649** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

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

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised Exhibit B**, the content of which is incorporated herein as a part of this Project Agreement.

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

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

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

- Article H. is amended such that:

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

- Exhibit A is amended as attached.

- Exhibit B is amended as attached.

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

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

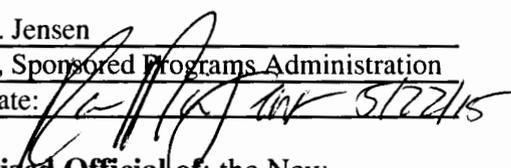
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

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

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

Name: Karen M. Jensen

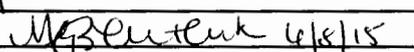
Title: Manager, Sponsored Programs Administration

Signature and Date:  5/22/15

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

Name: MarBeth Misiuk

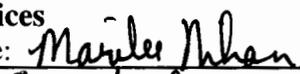
Title: Attorney

Signature and Date:  6/18/15

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

Name: Marilee Nahan

Title: Deputy Commissioner

Signature and Date:  6/1/15

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** Project Title remains the same in Exhibit A Amendment #1
- B. Project Period:** Change Exhibit A Amendment #1 Project Period to read: July 10, 2013 - June 30, 2016
- C. Objectives:** Objectives remain the same in Exhibit A Amendment #1
- D. Scope of Work:** Scope of Work remains the same in Exhibit A Amendment #, except for Section 6.1 is replaced with the following:
 6.1 Campus shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties described in the scope of work in a timely fashion. This shall include a staffing model as follows:

Staffing: FTE	State Fiscal Year 14 State Fiscal Year 2015		
	SFY 14	SFY 15	SFY 16
Staffing: FTE			
Project Director	0.45	0.40	0.11
Project Coordinator	0.40	0.40	0.11
Training Coordinator	0.60	0.65	0.2
Training and Marketing Coordinator	0.57	0.55	0.2
Evaluation Support Assistant		0.55	
Research Associate		0.35	0.2

- E. Deliverables Schedule:** Deliverables Schedule remain the same in Exhibit A Amendment #1
- F. Budget and Invoicing Instructions:** Invoice Instructions remain the same in Exhibit A Amendment #1, revised budgets below.

FY 16 Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	46,054	0	46,054
2. Employee Fringe Benefits	17,178	0	17,178
3. Travel	803	0	803
4. Supplies and Services	0	0	0
5. Equipment	0	0	0
6. Facilities & Admin Costs	9,605	0	9,605
Subtotals	73,640	0	73,640

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 Department of Health and Human Services.

Project Title: Technical Assistance Services for the Enhanced ADRC Options Counseling Program
Project Period: 7/10/13-6/30/16

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Breach Notification Rule**" shall mean the provisions of the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and amendments thereto.
- c. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- e. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- f. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- g. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- h. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- i. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- j. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- l. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- m. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- n. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- o. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- p. "Unsecured Protected Health Information" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- q. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate, and its directors, officers, employees and agents, shall 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 (including this Exhibit) to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate

shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer without unreasonable delay and in no case later than two (2) business days following the date upon which the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement or this Exhibit, including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall promptly perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to, the following information, to the extent it is known by the Business Associate:
- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person who used the protected health information or to whom the disclosure was made;
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all applicable sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3(1) 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 the Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Exhibit.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of this Exhibit, 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 Paragraph #14 of the 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, including this Exhibit, 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 or this Exhibit 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 this Exhibit in section (3)(l), and the defense and indemnification provisions of section (3) and Paragraph #14 of the Agreement shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

Marilee Nihan
Signature of Authorized Representative

Marilee Nihan
Authorized Representative

Deputy Commissioner
Title of Authorized Representative

6/1/15
Date

University of New Hampshire

[Signature]
Signature of Authorized Representative

Karen M. Jensen

Manager, Sponsored Programs Administration

5/22/15
Date



105 *dm*

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9203 1-800-351-1888

Diane Langley, Director
 Sheri Rockburn, Director

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 3, 2014

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

100% Federal Funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to exercise a renewal option by amending an existing Agreement with the University of New Hampshire, Durham, New Hampshire (Vendor #177867) to provide Technical Assistance Services to develop and implement the expansion of the Options Counseling Program under the Aging and Disability Resource Centers, by extending the completion date from June 30, 2014 to June 30, 2015 and by increasing the price limitation by \$288,674 from \$335,335 to an amount not to exceed \$624,009 effective July 1, 2014 or date of Governor and Executive Council, whichever is later. The original agreement was approved by Governor and Executive Council on July 10, 2013 (item #56).

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2014 and 2015 with authority to adjust amounts within the price without further approval from the Governor and Executive Council.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Account	Class Title	Current Budget	Increase/Decrease	Revised Budget
2014	072-500575	Grants Federal	\$335,335	(\$142,756)	\$192,579
2015	072-500575	Grants Federal	\$0	\$431,430	\$431,430
		Total	\$335,335	\$288,674	\$624,009

EXPLANATION

This Requested Action is to renew the contract by exercising one of the two (one year each) renewal options to continue providing technical assistance services to the Bureau of Elderly and Adult Services in expanding the Options Counseling Program. Technical Assistance consists of the coordination, development, and implementation with the various aspects of the expansion such as approaches to provide options counseling to all populations regardless of payment source, collecting and evaluating data for quality improvement and meeting federal counseling standards, informing National training and certification curriculum and developing training models to train Department staff and contractors in the new standards set for Options Counseling.

The goal of this expansion is to strengthen the person-centered access approach to programs to help older adults, persons with disabilities of all ages, people with intellectual, physical, and developmental disabilities, veterans and family caregivers, to learn about and access the Long Term Services and Supports that best meet their needs to assist them to remain in their homes and communities, while keeping institutional services available when they are needed.

The Options Counseling Program is being expanded in collaboration with the Department's Balancing Incentive Program also known as BIP. The intent of the collaboration is to establish a "No Wrong Door" process and model design for agencies to be access points for individuals to improve information about community long-term care services and supports, streamline application and eligibility determination processes, and assist those applying for services for all populations. This collaboration is intended to build stronger partnerships between communities and health and long term care systems to reduce unnecessary hospital readmissions and promote better health, better care and lower costs.

In the first year of this agreement, the contractor has successfully completed several key tasks and deliverables outlined in the project workplan. In their role of coordinating and support of the deliverables of the Part A Enhanced ADRC Options Counseling Program, the contractor has provided a statewide overview of current options counseling standards and federal No Wrong Door vision, and has started the process of assessing existing approaches, gaps, and areas for further development. The contractor has actively participated in and coordinated activities related to planning, development, and design of approaches to establish performance data, measures, and outcomes.

The contractor will build on completed deliverables by continuing to support the State in the development and implementation of Options Counseling in the No Wrong Door process, specific training, certification and formal partnership initiatives, and quality improvement framework.

The contractor's performance will be measured by meeting the project objectives of improving information about long-term care services and supports, assistance for those applying for services, and strengthening the existing infrastructure for accessing services across the continuum of care. The Department will monitor the contractor's activities towards these objectives through the Detailed Project Plan that will be the first deliverable by this contractor.

This Agreement was competitively bid. A Request for proposals was released on the Department's website on March 5, 2013 through April 2, 2013. The University of New Hampshire was the only bidder to submit a proposal. This action exercises one of the two (one year each) renewal options subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Should the Governor and Executive Council determine not to approve this request, more individuals in need of long-term care will be unable to obtain needed services and supports in their communities, resulting in increased utilization of higher cost institutional services. In addition, a certain number of people currently being cared for in institutional settings will have to remain in those settings, due to the continued shortage of available community services and supports that could fulfill their needs. Without access to Options Counseling, the rate of hospital readmissions is expected to increase.

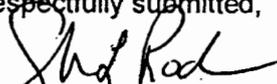
Areas served: Statewide

Source of Funds for this amendment: 100% Federal funds from the Administration for Community Living.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 3, 2014
Page 3 of 3

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

Respectfully submitted,


Sheri L. Rockburn
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
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 7/10/13, item # 56, for the Project titled "**Technical Assistance Services for the Enhanced ADRC Options Counseling Program,**" 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 State, approve carryforward from FY14 to FY15 and extend Project Period end date, delete Exhibit A and replace with Exhibit A Amendment #1.

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 **06/30/14** with the revised Project End Date of **06/30/15**, and Exhibit A, article B is revised to replace the Project Period of **07/10/13 – 06/30/14** with **07/10/13 – 06/30/15**.
- 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 increase funds in the amount of **\$288,674** and will read:

Total State funds in the amount of **\$624,009** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

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

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. _____ from _____ under CFDA# _____. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in

accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

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

Article is amended in its entirety to read as follows:

Article is amended in its entirety to read as follows:

- Article H. is amended such that:

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

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

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

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

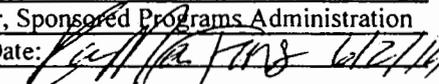
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

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

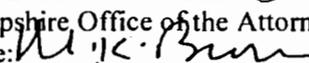
**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen

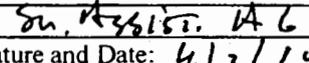
Title: Manager, Sponsored Programs Administration

Signature and Date:  6/27/14

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

Name: 

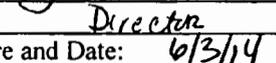
Title: Sen. #36157. A.G.

Signature and Date:  6/3/14

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

Name: 

Title: Director

Signature and Date:  6/3/14

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

Name:

Title:

Signature and Date:

EXHIBIT A Amendment #1

- A. Project Title:** Technical Assistance Services for the Enhanced Aging and Disability Resource Center Options Counseling Program
- B. Project Period:** July 10, 2013 – June 30, 2015.
- C. Objective:** To provide Technical Assistance Services to the State by assisting in the coordination, development, implementation to expand the Enhanced Aging and Disability Resource Center (ADRC) Options Counseling Program.

The Campus will work collaboratively with the State and identified external stakeholders to fulfill the overall Enhanced ADRC Options Counseling objectives which are:

- to improve information about long-term care services and supports (including those available in local communities),
- assist those applying for these services, and
- strengthen the existing infrastructure across the continuum of care.

The expected outcome of the project is to strengthen and expand person-centered access approach to programs to help older adults, persons with disabilities of all ages, people with intellectual, physical, and developmental disabilities, veterans and family caregivers learn about and access the Long Term Services and Supports (LTSS) that best meet their needs.

D. Scope of Work

1. Coordinating and Supporting the Deliverables of the Enhanced ADRC Options Counseling Program
 - 1.1. Coordinating and supporting the design of deliverables to strengthen the capacity of the ADRC Options Counseling Program such as developing and implementing a plan to provide all person requesting LTSS access to receive option counseling and assistance regardless of payment source, identifying and assessing existing approaches, gaps, and areas for further development, and developing a plan to extend and enhance ADRC Options Counseling model to all populations served by State;
 - 1.2. Coordinating all aspects for Options Counseling training initiatives, including subcontracting with qualified trainers and handling logistics of training sessions to ensure that all ADRC Options Counselors are trained and certified on the training and certification program the Administration for Community Living (ACL) and the State agree upon to pilot test during the project period, and the development of an Options Counseling training plan. Through University of New Hampshire's Office of Sponsored Research, the Campus will subcontract with qualified trainers to assist with the delivery of options counseling training. See Section D. Scope of Work, subsection 2 below for additional requirements;
 - 1.3. Assisting the State to identify, organize, collect, and report on data for Continuous Quality Improvement (CQI) and the proposed No Wrong Door System Management Tool. This will include but not be limited to collection of performance data and outcomes over the project period such as quality of life and well-being of individuals, families, and utilization of funds for long-term support services and health care services, as well as the development of protocols for data collection. Other data collection requirements are subject to final decisions by the ACL. The Campus will use a subcontractor to analyze current data and future data needs, and design protocols for data collection. The Campus will use the University of New Hampshire's Survey Center to collect data required for this project. See Section D. Scope of Work, subsection 3 below for additional requirements;
 - 1.4. Supporting the State in establishing collaborative relationships with stakeholders throughout the State of New Hampshire to adopt a No Wrong Door Approach, (NWD)

and fully engage stakeholders in educating them on the Enhanced ADRC Options Counseling initiatives and work plans; development of a stakeholder education plan. The NWD approach operationally involves a wide array of agencies and organizations in the ADRC Options Counseling Program so it can effectively reach and serve a broad range of populations. These population groups include older adults, people with physical disabilities of all ages, people with intellectual and developmental disabilities, and individuals interested in planning and/or paying for their LTSS needs.

- 1.5. Convening, participating in, and providing technical assistance and logistical support for meetings of ADRC Options Counseling workgroups as well as other workgroups related to the project;
- 1.6. Assisting the State to ensure coordination and integration of the Enhanced ADRC Options Counseling and other Federal Initiatives with the overall plan for redesigning long-term care;
- 1.7. Assisting the State working with Centers for Medicare and Medicaid (CMS) and other federal agencies to identify opportunities for program sustainability, and to leverage other programs whose goals are aligned with Enhanced ADRC Options Counseling; and
- 1.8. Assisting in the development and submission of Enhanced ADRC Options Counseling Program updates, supportive documentation and reports to DHHS and ACL as required.
- 1.9. Assisting the State and its current and future contractors that provide services within the ADRC model in the collection of data and outcomes over the project period for the Veteran-Directed Home and Community Based Care Program.

2. Coordination of Specific Training, Certification, and Formal Partnership Initiatives

The Campus shall support the coordination of training, certification and formal partnerships by:

- 2.1. Providing logistical support for the project workgroups working with ACL, CMS and Veteran Health Administration (VHA) to finalize a national training curriculum;
- 2.2. Providing logistical support for the project workgroups working with ACL in developing a training and national certification process for Options Counseling;
- 2.3. Assuring internal and external stakeholder participation in the development, implementation, and evaluation of the Options Counseling Training and Certification Plan;
- 2.4. Assuring access and utilization of the National Learning Collaborative for Options Counseling;
- 2.5. Developing and implementing statewide outreach plans to educate providers and consumers of Options Counseling; and
- 2.6. Assisting the State and its current and future contractors that provide services within the ADRC model in the development of resources and protocols to provide person centered transition support, in building formal linkages between and among major pathways that people travel while transitioning from one service setting to another; e.g. transitioning from a nursing home back to a community setting.

3. Evaluation, Performance Standards, Continuous Quality Improvement and Reporting

- 3.1. The Campus will assist the State with the monitoring, evaluating and reporting for the State's Enhanced ADRC Options Counselor Project. Activities include but are not limited to the coordination of the assessment of the continuous quality improvement plan for the ADRC system.
- 3.2 The Campus will assist the State in strengthening the existing evaluation framework for the ADRC Options Counseling program and CQI protocols as well as enhance and expand these protocols as they apply to OC.
- 3.3 The Campus will assist the State in coordinating the development and implementation of No Wrong Door System Management tool for defining, measuring, tracking, and reporting progress and achieving the outcomes and performance standards established by ACL.
- 3.4 The Campus will use subcontractors to meet some or all of the requirements in Sections 3.1, 3.2, and 3.3. The Campus will subcontract for the following activities:
 - a. map and describe the expanded access points, new target populations and enhanced functions performed by options counselors and how these are aligned with other initiatives in New Hampshire;
 - b. identify the system and client level activities that New Hampshire proposes to implement enhanced options counseling; and
 - c. develop an updated evaluation plan and CQI protocols.
4. Detailed Project Plan:
 - 4.1. Within 30 days of G&C approval of this amendment, the Campus shall develop and submit to DHHS an updated Detailed Project and Training Series Plan. DHHS shall approve the updated Detailed Project and Training Series Plan.
 - 4.2. At a minimum, the Detailed Project and Training Series Plan shall identify objectives, deliverables, activities, proposed approach, assigned staff, performance measure, and reasonable timelines and dates for completion of the deliverables.
 - 4.4. Performance Monitoring: DHHS will monitor the completion of the deliverables in the project plan using the performance measures defined in the Detailed Project and Training Series Plan.
 - 4.5. Revision or Modifications: During the course of this contract period it may be necessary to revise or modify the deliverables and the Detailed Project and Training Series Plan referred to above to meet the primary objectives defined by the federal grantor. DHHS staff will work with the Campus to develop a solution that takes into consideration resources and timelines for completion. The above-mentioned work plans to be developed will be adjusted accordingly, but in no case will timelines extend beyond the Enhanced ADRC Options Counseling award period and or contract period.
5. Meetings and Communications with DHHS: The vendor will be required to participate in meetings (at a minimum on a monthly basis or more frequently, as required by DHHS) to discuss planning, progress, challenges, opportunities, and options regarding Enhanced ADRC Options Counseling related tasks and activities. Meetings will be conducted in-person at DHHS. In certain circumstances, phone meetings and video conferencing may be substituted for in-person meetings if approved by the Enhanced ADRC Options Counseling Project Manager. The vendor may be required to

accompany the project director in attending two (2) annual out of state grantee learning collaborative meetings held by the Administration for Community Living.

6. Staffing:

6.1 Campus shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties described in the scope of work in a timely fashion. This shall include a staffing model as follows:

Staffing: FTE	State Fiscal Year 14	State Fiscal Year 15
Project Director	.45	.40
Project Coordinator	.40	.40
Training Coordinator	.60	.65
Training and Marketing Coordinator	.57	.55
Evaluation Support Assistant		.55
Research Associate		.35

6.2. Campus shall ensure that staff has the appropriate training, education and experience. Staff is required to have Master's Degree in Social Work, Public Administration, Human Services or related human service field. Staff with a Bachelor's Degree with a minimum of three (3) years experience providing project coordination and direction in the Aging and Disability field and demonstrated experience and knowledge with the target population: older adults, persons with disabilities of all ages, people with intellectual, physical, and developmental disabilities, veterans and family caregivers including Medicaid/non-Medicaid recipients.

6.3 Campus shall notify DHHS in the event of any staffing changes or use of subcontractors

E. Deliverables Schedule:

Project Deliverables will be according to the Project and Training Plans in Section D. Scope of Work.

Submit to the State Project Director, financial and program reports and other data two weeks prior to the required due dates identified by ACL or upon request. Reports submitted to State shall be final and prepared following federal guidelines and formats. Submit to the State Project Director the performance measurement and evaluation reports as detailed in the Project and Training Plans in Section D. Scope of Work.

No more than monthly and no less than quarterly, Financial Reports shall be submitted as directed by DHHS to support the financial activities of this project and as required by the grant.

F. Budget and Invoicing Instructions:

1. State Account Number: Funds supporting this Agreement are in Account Number 05-95-48-481010-78720000-072-500575.

2. 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. State will pay Campus within 30 days of

receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date

3. Funding Level: Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be adjusted accordingly.

4. Budget

Revised FY14 Budget			
Budget Items	FY14 Original Budget	Carryforward to FY15	Revised FY14 Budget
1. Salaries & Wages	110,943	29,350	81,593
2. Employee Fringe Benefits	51,366	11,300	40,066
3. Travel	10,392	4,062	6,330
4. Supplies and Services	118,896	79,424	39,472
5. Equipment	0	0	0
6. Facilities & Admin Costs	43,738	18,620	25,118
Totals	335,335	142,756	192,579
FY15 Budget			
	Carryforward to FY15	Increase this Amendment	FY15 Budget
1. Salaries & Wages	29,350	124,637	153,987
2. Employee Fringe Benefits	11,300	47,985	59,285
3. Travel	4,062	6,138	10,200
4. Supplies and Services	79,424	75,522	154,946
5. Equipment	0	0	0
6. Facilities & Admin Costs	18,620	34,392	53,012
Totals	142,756	288,674	431,430
Project Total			
	Revised FY14 Budget	FY15 Budget	Project Total
1. Salaries & Wages	81,593	153,987	235,580
2. Employee Fringe Benefits	40,066	59,285	99,351
3. Travel	6,330	10,200	16,530
4. Supplies and Services	39,472	154,946	194,418
5. Equipment	0	0	0
6. Facilities & Admin Costs	25,118	53,012	78,130
Totals	192,579	431,430	624,009

5. Notwithstanding Article 5 of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire, an amendment limited to the terms of Budget in #4 above, to adjust the amounts within the price limitation

and between state fiscal years can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

G. Other:

1. **Renewal:** The State reserves the right to renew this contract for two additional periods of one year each, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
2. The Department 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.

3. **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.

4. **Credits:**

4.1 All documents, notices, press releases, research reports, and other materials prepared for public distribution during or resulting from the performance of the services of the Project Agreement shall include the following statement:

The preparation of this (report, document, etc.) was financed under a Project Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, with funds (identify the percentage and dollar amount of Federal funds for the program or project) provided by (90RO0028) from the Administration for Community Living, U.S. Department of Health and Human Services.

This project was supported in part by grant number 90RO0028, from the U.S. Administration for Community Living, U.S. Department of Health and Human Services.

- 4.2 If the materials prepared for public distribution as defined above expresses research conclusions, then the following language shall be included:

Grantees undertaking projects under government sponsorship are encouraged to express their findings and conclusions freely. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy.

5. **Prior Approval and Copyright Ownership:**

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced under this contract, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Except for the foregoing copyright ownership provision, the University shall retain ownership for any and all of its original materials created

independent of this contract, regardless of whether they are used in delivery of the University's responsibilities under this contract. DHHS shall grant to the University a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such materials for its own non-commercial purposes. The University shall defend, indemnify and hold harmless the State from any liabilities resulting from the University's modifications and use of all such materials.

6. Ownership of Data and Property:

All data and any property including but not limited to, training records, and training materials (electronic and hardcopy) and reports, created for the purposes of services provided through this CPA shall be owned by DHHS. DHHS shall grant to the University a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data and materials for its own non-commercial purposes. The University shall defend, indemnify and hold harmless the State from any liabilities resulting from the University's modifications and use of all such data and property.

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 Department of Health and Human Services.

Project Title: Technical Assistance Services for the Enhanced ADRC Options Counseling Program
Project Period: July 10, 2013 – June 30, 2014

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.

Dept of Health & Human Svcs
The State

Shea Rod
Signature of Authorized Representative

Shea Rockburn
Name of Authorized Representative

Director
Title of Authorized Representative

6/3/14
Date

University of New Hampshire

Karen M. Jensen
Signature of Authorized Representative

Karen M. Jensen

Manager, Sponsored Programs Administration

6/2/14
Date

sel

56

JUN 27 '13 AM 7:09 DAS



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 21, 2013

100% Federal

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 Community Based Care Services, Bureau of Elderly and Adult Services to enter into an Agreement with the University of New Hampshire, Durham, New Hampshire (Vendor #177867) to provide Technical Assistance Services to develop and implement the expansion of the Options Counseling Program under the Aging and Disability Resource Centers, in an amount not to exceed \$335,335 effective date of Governor and Council approval through June 30, 2014.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Class/Account	Class Title	Fiscal Year	Amounts
072-500575	Grants Federal	2014	\$335,335

EXPLANATION

This Requested Action is to provide Technical Assistance Services that will assist the Bureau of Elderly and Adult Services in the expansion of the Options Counseling Program. Technical Assistance consists of the coordination, development, and implementation with the various aspects of the expansion such as approaches to provide options counseling to all populations, collecting and evaluating data for quality improvement and meeting federal counseling standards, and developing training models to train Department staff and contractors in the new standards set for Options Counseling.

The goal of this expansion is to strengthen the person-centered access approach to programs to help older adults, persons with disabilities of all ages, people with intellectual, physical, and developmental disabilities, veterans and family caregivers, to learn about and access the Long Term Services and Supports that best meet their needs to assist them to remain in their homes and communities, while keeping institutional services available when they are needed.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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The Options Counseling Program is being expanded in collaboration with the Department's Balancing Incentive Program also known as BIP. The intent of the collaboration is to establish a "No Wrong Door" model for agencies to be access points for individuals to improve information about community long-term care services and supports, streamline application and eligibility determination processes, and assist those applying for services for all populations. This collaboration is intended to build stronger partnerships between communities and health and long term care systems to reduce unnecessary readmissions and promote better health, better care and lower costs.

The contractor's performance will be measured by meeting the project objectives of improving information about long-term care services and supports, assistance for those applying for services, and strengthening the existing infrastructure for accessing services across the continuum of care. The Department will monitor the contractor's activities towards these objectives through the Detailed Project Plan that will be the first deliverable by this contractor.

This Agreement was competitively bid. A Request for proposals was released on the Department's website on March 5, 2013 through April 2, 2013. Although five letters of intent were submitted, the University of New Hampshire was the only bidder to submit a proposal. The proposal was evaluated and scored using a consensus model. Three Department staff evaluated the proposal's technical response on its project approach, qualifications, competence, experience, and staffing plan. Two Department staff evaluated the proposal's cost and financial sustainability. The proposal scored 85 out of a total 100 possible points. The team recommended this bidder for contract. The team included Wendi Aultman, Manager of the ServiceLink Program, Cathy Creapeaux, Manager of the Family Caregiver program, Margaret Bernard, Program Specialist with Special Medical Services, all with over 10 years experience in managing programs or options counseling services. Additionally, the finance team included Ann Driscoll, Auditor and Certified Public Accountant, and Victoria Silva, Auditor with over 20 years experience in finance.

This Agreement includes the option to renew two additional periods of one year each, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Should the Governor and Executive Council determine not to approve this request, more individuals in need of long-term care will be unable to obtain needed services and supports in their communities, resulting in increased utilization of higher cost institutional services. In addition, a certain number of people currently being cared for in institutional settings will have to remain in those settings, due to the continued shortage of available community services and supports that could fulfill their needs. Without access to Options Counseling, the rate of hospital readmissions is expected to increase.

Areas served: Statewide

Source of Funds for this amendment: 100% Federal funds from the Administration for Community Living.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 21, 2013
Page 3

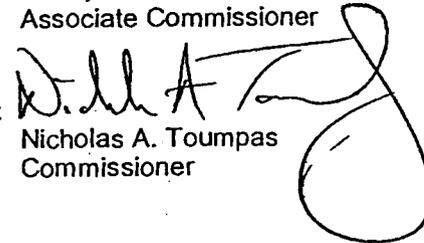
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Health and Human Services

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Health and Human Services, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 6/30/14. 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: **Technical Assistance Services for the Enhanced ADRC Options Counseling Prgm**

- 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: Laurie Heath
 Address: NH DHHS
 Bureau of Elderly and Adult Services
 129 Pleasant St.
 Concord, NH 03301
 Phone: 603-271-9068

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: Wendi Aultman
 Address: NH DHHS
 Bureau of Elderly and Adult Services
 129 Pleasant St.
 Concord, NH 03301
 Phone: 603-271-9096

Campus Project Director

Name: Laurie Davie
 Address: University of New Hampshire
 NH IHPP
 51 College Rd. Hewitt Hall Rm 202
 Durham, NH 03824
 Phone: 603-862-3682

F. Total State funds in the amount of \$335,335 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. 90RO0028 from Administration for Community Living, Center for Disability and Aging Policy under CFDA# 93.517. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

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

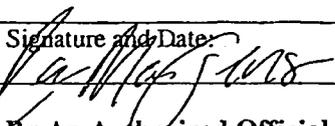
H. State has chosen not to take possession of equipment purchased under this Project Agreement.
 State has chosen to take possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date.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

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

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

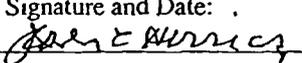
By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration

Signature and Date:  6/19/13

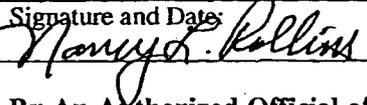
By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Karne P. Herick
Title: Attorney

Signature and Date:  6/25/13

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

Name: Nancy L. Rollins
Title: Associate Commissioner, Division of Community Based Care Services

Signature and Date:  6/24/13

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

Name: _____
Title: _____

Signature and Date: _____

EXHIBIT A

A. **Project Title:** Technical Assistance Services for the Enhanced Aging and Disability Resource Center Options Counseling Program

B. **Project Period:** Date of Governor and Executive Council Approval – June 30, 2014.

C. **Objectives:** The objective of the project is to provide Technical Assistance Services to the State by assisting in the coordination, development, implementation to expand the Enhanced Aging and Disability Resource Center (ADRC) Options Counseling Program.

The Campus will work collaboratively with the State and identified external stakeholders to fulfill the overall Enhanced ADRC Options Counseling objectives which are:

- to improve information about long-term care services and supports (including those available in local communities),
- assist those applying for these services, and
- strengthen the existing infrastructure across the continuum of care.

The expected outcome of the project is to strengthen and expand person-centered access approach to programs to help older adults, persons with disabilities of all ages, people with intellectual, physical, and developmental disabilities, veterans and family caregivers learn about and access the Long Term Services and Supports (LTSS) that best meet their needs.

D. **Scope of Work:**

1. Coordinating and Supporting the Deliverables of the Enhanced ADRC Options Counseling Program
 - 1.1. Coordinating and supporting the design of deliverables to strengthen the capacity of the ADRC Options Counseling Program such as developing and implementing a plan to provide all person requesting LTSS access to receive option counseling and assistance regardless of payment source, identifying and assessing existing approaches, gaps, and areas for further development, and developing a plan to extend and enhance ADRC Options Counseling model to all populations served by State;
 - 1.2. Coordinating all aspects for Options Counseling training initiatives, including subcontracting with qualified trainers and handling logistics of training sessions to ensure that all ADRC Options Counselors are trained and certified on the training and certification program the Administrator for Community Living (ACL) and the State agree upon to pilot test during the project period, and the development of an Options Counseling training plan. Through University of New Hampshire's Office of Sponsored Research, the Campus will subcontract with qualified trainers to assist with the delivery of options counseling training. See Section D. Scope of Work, subsection 2 below for additional requirements;
 - 1.3. Assisting the State to identify, organize, collect, and report on data for Continuous Quality Improvement (CQI) and the proposed National Evaluation Framework for Options Counseling. This will include but not be limited to collection of performance data and outcomes over the project period such as quality of life and well-being of individuals, families, and utilization of funds for long-term support services and health care services, as well as the development of protocols for data collection. Other data collection requirements are subject to final decisions by the ACL. The Campus will use a subcontractor to analyze current data and future data needs, and design protocols for data collection.

- The Campus will use the University of New Hampshire's Survey Center to collect data required for this project. See Section D. Scope of Work, subsection 3 below for additional requirements;
- 1.4. Supporting the State in establishing collaborative relationships with stakeholders throughout the State of New Hampshire to adopt a No Wrong Door Approach, (NWD) and fully engage stakeholders in educating them on the Enhanced ADRC Options Counseling initiatives and work plans; development of a stakeholder education plan. The NWD approach operationally involves a wide array of agencies and organizations in the ADRC Options Counseling Program so it can effectively reach and serve a broad range of populations. These population groups include older adults, people with physical disabilities of all ages, people with intellectual and developmental disabilities, and individuals interested in planning and/or paying for their LTSS needs.
 - 1.5. Convening, participating in, and providing technical assistance and logistical support for meetings of ADRC Options Counseling workgroups as well as other workgroups related to the project;
 - 1.6. Assisting the State to ensure coordination and integration of the Enhanced ADRC Options Counseling and other Federal Initiatives with the overall plan for redesigning long-term care;
 - 1.7. Assisting the State working with Centers for Medicare and Medicaid (CMS) and other federal agencies to identify opportunities for program sustainability, and to leverage other programs whose goals are aligned with Enhanced ADRC Options Counseling; and
 - 1.8. Assisting in the development and submission of Enhanced ADRC Options Counseling Program updates, supportive documentation and reports to DHHS and ACL as required.
 - 1.9. Assisting the State and its current and future contractors that provide services within the ADRC model in the collection of data and outcomes over the project period for the Veteran-Directed Home and Community Based Care Program.
2. Coordination of Specific Training, Certification, and Formal Partnership Initiatives

The Campus shall support the coordination of training, certification and formal partnerships by:

- 2.1. Providing logistical support for the project workgroups working with ACL, CMS and Veteran Health Administration (VHA) to finalize a national training curriculum;
 - 2.2. Providing logistical support for the project workgroups working with ACL in developing a training and national certification process for Options Counseling;
 - 2.3. Assuring internal and external stakeholder participation in the development, implementation, and evaluation of the Options Counseling Training and Certification Plan;
 - 2.4. Assuring access and utilization of the National Learning Collaborative for Options Counseling;
 - 2.5. Developing and implementing statewide outreach plans to educate providers and consumers of Options Counseling; and
 - 2.6. Assisting the State and its current and future contractors that provide services within the ADRC model in the development of resources and protocols to provide person centered transition support, in building formal linkages between and among major pathways that people travel while transitioning from one service setting to another; e.g. transitioning from a nursing home back to a community setting.
3. Evaluation, Performance Standards, Continuous Quality Improvement and Reporting

- 3.1. The Campus will assist the State with the monitoring, evaluating and reporting for the State's Enhanced ADRC Options Counselor Project. Activities include but are not limited to the coordination of the assessment of the continuous quality improvement plan for the ADRC system.
- 3.2. The Campus will assist the State in strengthening the existing evaluation framework for the ADRC Options Counseling program and CQI protocols as well as enhance and expand these protocols as they apply to OC.
- 3.3. The Campus will assist the State in coordinating the development and implementation of the National Framework for defining, measuring, tracking, and reporting progress and achieving the outcomes and performance standards established by ACL.
- 3.4. The Campus will use subcontractors to meet some or all of the the requirements in Sections 3.1, 3.2, and 3.3. The Campus will subcontract for the following activities:
 - a. provide technical assistance and consultation in revising and finalizing the National Evaluation Framework;
 - b. map and describe the expanded access points, new target populations and enhanced functions performed by options counselors and how these are aligned with other initiatives in New Hampshire;
 - c. identify the system and client level activities that New Hampshire proposes to implement enhanced options counseling; and
 - d. develop an updated evaluation plan and CQI protocols.
4. Detailed Project Plan:
 - 4.1. Within 30 days from the date of Governor and Executive Council approval of the Cooperative Project Agreement, the Campus shall develop with and submit to DHHS a preliminary Detailed Project Plan which shall include a Training Series Project Plan. The final work plan shall be approved by DHHS no later than sixty (60) days from the date of Governor and Executive Council approval of the Cooperative Project Agreement.
 - 4.2. At a minimum, the Detailed Project and Training Series Project Plans shall identify objectives, deliverables, activities, proposed approach, assigned staff, performance measure, and reasonable timelines and dates for completion of the deliverables.
 - 4.4. Performance Monitoring: DHHS will monitor the completion of the deliverables in the project plan using the performance measures defined in the Detailed Project and Training Series Project Plans.
 - 4.5. Revision or Modifications: During the course of this contract period it may be necessary to revise or modify the deliverables and the Detailed Project and Training Series Project Plans referred to above to meet the primary objectives defined by the federal grantor. DHHS staff will work with the Campus to develop a solution that takes into consideration resources and timelines for completion. The above-mentioned work plan to be developed will be adjusted accordingly, but in no case will timelines extend beyond the Enhanced ADRC Options Counseling award period and or contract period.
5. Meetings and Communications with DHHS: The vendor will be required to participate in meetings (at a minimum on a monthly basis or more frequently, as required by DHHS) to discuss planning, progress, challenges, opportunities, and options regarding Enhanced ADRC Options Counseling related tasks and activities. Meetings will be conducted in-person at DHHS. In certain circumstances, phone meetings and video conferencing may be substituted for in-person meetings if approved by the Enhanced ADRC Options Counseling Project Manager. The vendor may be required to accompany

the project director in attending two (2) annual out of state grantee learning collaborative meetings held by the Administration for Community Living.

6. Staffing:

6.1 Campus shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties described in the scope of work in a timely fashion. This shall include a staffing model as follows:

Staffing: FTE	Fiscal Year 2014
Project Director	.45
Project Coordinator	.40
Training Coordinator	.60
Training and Marketing Coordinator	.57

6.2. Campus shall ensure that staff has the appropriate training, education and experience. Staff are required to have Master's Degree in Social Work, Public Administration, Human Services or related human service field. Staff with a Bachelor's Degree with a minimum of three (3) years experience providing project coordination and direction in the Aging and Disability field and demonstrated experience and knowledge with the target population: older adults, persons with disabilities of all ages, people with intellectual, physical, and developmental disabilities, veterans and family caregivers including Medicaid/non-Medicaid recipients.

6.3 Campus shall notify DHHS in the event of any staffing changes or use of subcontractors.

E. Deliverables Schedule: Project Deliverables will be according to the Project and Training Plans in Section D. Scope of Work.

Submit to the State Project Director, financial and program reports and other data two weeks prior to the required due dates identified by ACL or upon request. Reports submitted to State shall be final and prepared following federal guidelines and formats. Submit to the State Project Director the performance measurement and evaluation reports as detailed in the Project and Training Plans in Section D. Scope of Work.

No more than monthly and no less than quarterly, Financial Reports shall be submitted as directed by DHHS to support the financial activities of this project and as required by the grant.

F. Budget and Invoicing Instructions:

1. State Account Number:

Funds supporting this Agreement are in Account Number 05-95-48-481010-78720000-072-500575.

2. 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. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date

3. Funding Level: Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be adjusted accordingly.

4. Budget and Narrative

State Funding

Budget Items	Fiscal Year 2014	Total
1. Salaries and Wages	\$110,943	\$110,943
2. Employee Fringe Benefits	\$51,366	\$51,366
3. Travel	\$10,392	\$10,392
4. Supplies and Services	\$118,896	\$118,896
5. Equipment	\$0	\$0
6. Facilities & Administrative Costs	\$43,738	\$43,738
Total Project Costs	\$335,335	\$335,335

1. Salary and Wages :

Project Director (.45 FTE for SFY 14) –develop and oversee all technical assistance contract deliverables in the final work plan and lead the coordination with other DHHS and stakeholder initiative. \$30,902

Project Coordinator (.40 FTE for SFY 14) – coordinate and support deliverables related to strengthening the capacity of the ADRC Options Counseling program. \$26,372

Training Coordinator (.60 FTE for SFY 14) –provide technical assistance to DHHS for all options counseling training deliverables. \$27,161

Training and Marketing Coordinator (.57 FTE for SFY 14) –coordinate all aspects of Options Counseling training initiatives including evaluation and will provide technical assistance for adoption of the No Wrong Door model. \$26,508

2. Employee Benefits: The fringe benefits rate for FY14 at the University of New Hampshire is 46.3% for full benefits and 7.9% for partial benefits. This amount is based on the Campus' Federal Rate Agreement with the US Department of Health and Human Services. \$51,366

3. Consultants: This application will identify and utilize independent contractors to assist with the delivery of options counseling training, once defined by ACL, for providers across the long term care delivery system and other technical assistance tasks with the approval of DHHS. \$48,089

4. Equipment – N/A

5. Supplies: This application is to support the cost of supplies directly related to the implementation of the proposal including a computer, easels, self-stick easel pads, markers, and related training materials. \$2,200

6. Travel: \$3,192 in SFY 14 to support mileage reimbursement for in-state travel for project meetings, convening stakeholders for planning and feedback, training activities, biweekly Project Team meetings, and meetings with DHHS related to reporting on project activities. - Travel is reimbursed at the IRS approved rate. This application also includes a request for \$7,200 in SFY 14 to support out-of-state travel for two project staff to Washington, DC for bi-annual meetings and other project related conferences. \$10,392

7. Occupancy – N/A

8. Current Expenses \$14,862

- Telephone and video-conference fees – \$2,600 for SFY 14 to support the video-conference and telephone expenses associated with this project supporting statewide communication.

- Printing/copying/postage - \$2,462 for SFY 14 to support the costs of printing/copying project and training materials in various formats and postage expenses related to this project.

- Meeting/training location costs \$5,500 in SFY 14 to support the space rental fee for required meetings and training related to the project.

- Conference costs - \$4,300 in SFY 14 to support the cost of minimal meeting refreshments such as coffee, tea, water and snacks at the varied stakeholder meetings and staff training.

9. Software – N/A

10. Marketing/Communications – N/A

11. Staff Education and Training – N/A
12. Subcontract Agreements: This application includes a subcontract with University of Southern Maine to assist with identifying, organizing, collecting, and reporting on data for Continuous Quality Improvement and proposed National Evaluation Framework. \$40,745
13. Other : This application includes an Agreement with the UNH Survey Center to assist with implementation of the national evaluation framework in NH. \$13,000
F&A @ 15% \$43,739

5. Notwithstanding Article 5 of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire, an amendment limited to the terms of Budget in #4 above, to adjust the amounts within the price limitation and between state fiscal years can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

G. Other:

1. Renewal: The State reserves the right to renew this contract for two additional periods of one year each, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
2. The Department 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.

3. 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.

4. Credits:

4.1 All documents, notices, press releases, research reports, and other materials prepared for public distribution during or resulting from the performance of the services of the Project Agreement shall include the following statement:

The preparation of this (report, document, etc.) was financed under a Project Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, with funds (identify the percentage and dollar amount of Federal funds for the program or project) provided by grant 90RO0028 from the Administration for Community Living, U.S. Department of Health and Human Services.

The project was supported in part by grant number 90RO0028, from the U.S. Administration for Community Living, U.S. Department of Health and Human Services.

- 4.2 If the materials prepared for public distribution as defined above expresses research conclusions, then the following language shall be included:

Grantees undertaking projects under government sponsorship are encouraged to express their findings and conclusions freely. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy.

5. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced under this contract, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Except for the foregoing copyright ownership provision, the University shall retain ownership for any and all of its original materials created independent of this contract, regardless of whether they are used in delivery of the University's responsibilities under this contract. DHHS shall grant to the University a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such materials for its own non-commercial purposes. The University shall defend, indemnify and hold harmless the State from any liabilities resulting from the University's modifications and use of all such materials.

6. Ownership of Data and Property:

All data and any property including but not limited to, training records, and training materials (electronic and hardcopy) and reports, created for the purposes of services provided through this CPA shall be owned by DHHS. DHHS shall grant to the University a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data and materials for its own non-commercial purposes. The University shall defend, indemnify and hold harmless the State from any liabilities resulting from the University's modifications and use of all such data and property.

EXHIBIT B

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

Special Federal provisions are listed here: None or

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

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

(4) **Obligations of Covered Entity**

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

NH Department of Health and Human Services

University of New Hampshire

The State Agency Name

Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Karen M. Jensen
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Karen M. Jensen
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Manager, SPA
Title of Authorized Representative

6/24/13
Date

6/20/13
Date



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

DONALD S. HILL
 Commissioner
 (603) 271-3201

September 27, 2002

Approved
 3-2
 11/13/02

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

REQUESTED ACTION

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

EXPLANATION

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

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

Respectfully submitted,

Donald S. Hill, Commissioner
 Department of Administrative Services

DSH/cw

Attachments

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

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

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

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

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

1. COOPERATIVE PROJECT AGREEMENT

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

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

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

2. PROJECT ADMINISTRATORS

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

3. PROJECT DIRECTORS

The State and the University System shall each designate a Project Director for each Project Agreement. The Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

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

4. INDEPENDENT CAPACITY

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

5. CHANGES

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

6. NON-APPROPRIATION OF FUNDS

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

7. PROJECT COSTS

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

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

8. COST SHARING

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

9. INVOICES AND PAYMENTS

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

10. FISCAL RECORDS AND AUDIT

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

11. SUBCONTRACTS

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

12. SUBLETTING, ASSIGNMENT OR TRANSFER

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

13. EQUAL EMPLOYMENT OPPORTUNITY

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

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

14. TERMINATION

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

15. LIABILITY

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

16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

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

When a Project Agreement includes Federal funds, all applicable requirements, regulations, provisions, terms and conditions attending those funds shall be incorporated into the Project Agreement and adopted in full force and effect to the relationship between the State and the University System, except that wherever such requirements, regulations, provisions and terms and conditions differ for Institutions of Higher Education, the appropriate requirements will be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal requirements, regulations, provisions, terms and conditions will be taken to mean the University System and references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or the State or both, as appropriate.

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

17. EQUIPMENT

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

18. INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

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

20. CERTIFICATIONS AND DOCUMENTS

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

A. STATUS

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

B. SIGNATURE AUTHORITY

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

C. INSURANCE

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

D. FINANCIAL AND AUDIT DOCUMENTS

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

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS - FILED ANNUALLY

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

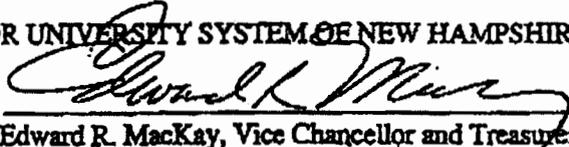
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

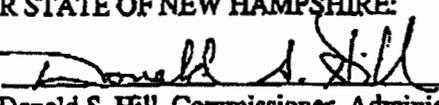
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing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

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By 
Edward R. MacKay, Vice Chancellor and Treasurer

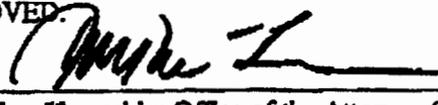
9/16/02
Date

FOR STATE OF NEW HAMPSHIRE:

By 
Donald S. Hill, Commissioner, Administrative Services

9/27/02
Date

APPROVED:

By 
For New Hampshire Office of the Attorney General

9-18-02
Date

APPROVED:

By _____
For New Hampshire Governor and Executive Council

Date