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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 DIVISION OF CLIENT SERVICES

Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9404 1-800-852-3345 Ext. 9404

Mary Ann Cooney
 Associate Commissioner

FAX: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 17, 2014

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

75% Federal funds
 25% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Division of Client Services to enter into a **retroactive sole source** amendment to an existing agreement with the University of Massachusetts Medical School (Vendor # 177576), 55 Lake Avenue North, Worcester, MA 01660, for the provision of disability determination services by increasing the price limitation by \$100,000 from \$926,750 to \$1,026,750 and by extending the completion date from September 30, 2014 to October 31, 2014, retroactive to September 30, 2014. The Governor and Executive Council approved the original agreement on June 20, 2012 (Item #77) and subsequent amendments on June 5, 2013 (Item #67) and June 18, 2014 (Item #67).

Funds are available for State Fiscal Year 2013 through 2015 in the following accounts with the authority to adjust encumbrances between State fiscal years through the Budget Office, if needed and justified, without Governor and Executive Council approval.

05-95-95-958110-5193 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBS DISABILITY DETERMN UNIT, MEDICAL

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Budget Amount
2013	046-500462	Consultants	\$411,950	\$0	\$411,950
Subtotal SFY 2013:			\$411,950	\$0	\$411,950

05-95-45-451010-79970000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBS DISABILITY DETERMN UNIT, MEDICAL

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Budget Amount
2014	046-500462	Consultants	\$411,950	\$0	\$411,950
2015	046-500462	Consultants	\$102,850	\$100,000	\$202,850
Subtotal SFY 2014 & SFY 2015:			\$514,800	\$100,000	\$614,800
Contract Total			\$926,750	\$100,000	\$1,026,750

EXPLANATION

This **sole source retroactive** amendment is being submitted to amend an existing contract to ensure the State of New Hampshire remains in compliance with federal requirements regarding the disability determination timeframe. Contract negotiations resulting from a formal RFP process that began several months ago are nearing completion; but cannot be concluded before the end of this contract. Continuity of service provision is critical to meeting the compliance criteria established by the Federal Centers for Medicare and Medicaid Services. When contract negotiations conclude, three program areas that utilize disability determination services within the Department will be receiving services from a single vendor.

The Division of Client Services, Disability Determination Unit is responsible for determining the medical eligibility of an applicant to qualify for Cash and Medicaid Benefits. The Disability Determination Unit is authorized to evaluate applicants for Aid to the Permanently and Totally Disabled, Aid to the Needy Blind, Medicaid for Employed Adults with Disabilities, and Home Care for Children with Severe Disabilities. The Federal Centers for Medicare and Medicaid Services requires appropriate consultants to be available in order to complete these eligibility determinations. Federal law also requires that decisions about a person's Medicaid eligibility be made within 90 days.

Funding for this agreement will be used to provide disability determination services for the Aid to Permanently and Totally Disabled and Medicaid for Employed Adults With Disabilities populations. The disability determination services consist of medical file reviews and the completion of a Medical Eligibility Review Summary (MERS)/5-step Sequential Evaluation Process in concert with the Disability Determination Unit.

Over 7,000 applications for disability are received each year. To manage this quantity of reviews given department resource constraints, the Disability Determination Unit has chosen to utilize contracted services. This was determined to be in the best interest of the State based upon access to enhanced Federal matching funds when using this contracting method.

In accordance with Section 1903(a)(2) of the Social Security Act, the Department of Health and Human Services, as the State Medicaid agency, can receive Federal matching funds at an enhanced rate of 75 percent reimbursement when services are contracted with a public agency. The University of Massachusetts Medical School is a public agency. Authorization of this agreement extension will continue to allow for 75 percent reimbursement rather than the standard 50 percent reimbursement for services contracted with a non-public agency.

The University of Massachusetts Medical School Disability Evaluation Services Unit (Umass DES) was selected through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services website from May 7, 2012 to May 18, 2012. Three proposals were submitted for consideration and the evaluation committee selected the University of Massachusetts Medical School Disability Evaluation Services Unit for the award.

Performance metrics are included in the scope of this contract and include timely completion of decisions to ensure federal compliance and the quality of the reviews performed. Case decisions are measured for quality, accuracy, and completeness based upon quarterly random sampling of completed cases. The contractor has met or exceeded performance criteria during the contract period.

Should Governor and Executive Council not approve this request the Disability Determination Unit will not have sufficient staffing resources to make medical disability decisions within the 90 days as mandated by federal and state regulations. This could subject the Department to legal action for noncompliance, as has happened in the past.

Geographic area served: Statewide

Source of Funds: 75% federal funds and 25% general funds.

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

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Disability Determination Services Contract**

This 3rd Amendment to the Disability Determination Services contract (hereinafter referred to as "Amendment #3") dated this 15th day of April 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and University of Massachusetts Medical School (hereinafter referred to as "the Contractor"), a with a place of business at Bursar's Office, S1-802, 55 Lake Avenue North, Worcester, MA 01660.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012 (Item #77), amended by subsequent agreements Amendment #1 on June 5, 2013, (Item #67), and Amendment #2 on June 18, 2014 (Item #67) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS the State and the Contractor agree to extend the contract by one (1) month and increase the price limitation; and

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

To amend as follows:

1. Form P-37, Item 1.7, Completion Date, to read:
October 31, 2014
2. Form P-37, Item 1.8, Price Limitation, to read:
\$1,026,750
3. Exhibit A, Scope of Services, Contract Period, to read:
7/1/12 to 10/31/14
4. Exhibit B, Methods and Conditions of Payment, Item 1, Contract Price, to read:
\$1,026,750
5. Exhibit B, Methods and Conditions of Payment, Item 1, to read:
During FY 2015
6. Standard Exhibit D, Item B, Period Covered by this Certification, to read:
To: 10/31/14
7. Exhibit E, Certification Regarding Lobbying, Contract Period, to read:
07/01/12 through 10/31/14



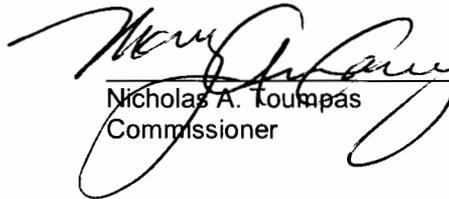
**New Hampshire Department of Health Human Services
Disability Determination Services Contract Amendment**

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

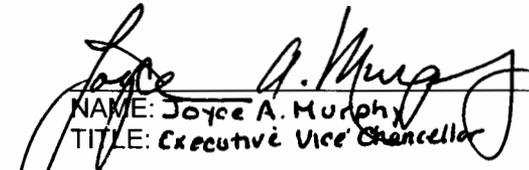
9/25/14
Date



Nicholas A. Koumpas
Commissioner

University of Massachusetts Medical School

9/15/14
Date

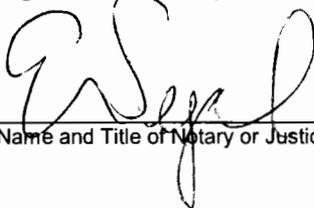


NAME: Joyce A. Murphy
TITLE: Executive Vice Chancellor

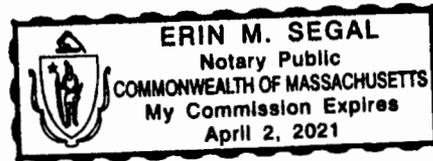
Acknowledgement:

State of MA, County of Worcester on 9/15/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace



Name and Title of Notary or Justice of the Peace



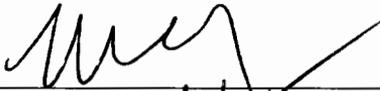


**New Hampshire Department of Health Human Services
Disability Determination Services Contract Amendment**

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

OFFICE OF THE ATTORNEY GENERAL

Date 10/3/14


Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____

UNIVERSITY OF MASSACHUSETTS BOARD OF TRUSTEES

The University of Massachusetts is governed by a lay Board of Trustees. As ordinary citizens, lay Trustees represent various interests in the public at large on a non-partisan basis and are best able to reflect back to the University the immediate concerns of the people of the Commonwealth whom the University is dedicated to serve.

The Board of Trustees functions as a legislative body dealing mainly with questions of policy. The Board is not an administrative or management board. In certain rare instances, when required by the Massachusetts General Laws, it may function as an appeal body.

The Board establishes the general policies governing the University, but has delegated many powers to the President and, through the President, to campus administrators for day-to-day-operations. Appropriate University personnel are held strictly accountable by the Trustees for developing sound administrative policies. With the exception of Student Trustees, all appointments are made by the Governor.

The current Board of Trustees for the University of Massachusetts is comprised of the following individuals:

- Henry M. Thomas, III, J.D., Chair, Springfield, MA, exp. 2017
- Ruben J. King-Shaw, Jr., Vice Chair, Carlisle, MA, Exp. 2015
- Maria D. Furman, Vice Chair, Wellesley, MA, Exp. 2014
- James R. Buonomo, Shrewsbury, MA, Exp. 2018
- Richard P. Campbell, J.D., Cohasset, MA, Exp. 2016
- Lawrence M. Carpman, Marshfield, MA, Exp. 2016
- Edward W. Collins, Jr., Springfield, MA, Exp. 2017
- David G. Fubini, Brookline, MA, Exp. 2018
- Phillip J. Geoffroy, UMass Lowell Student, Chelmsford, MA, Exp. 2014 (Non-Voting Student)
- Zoila M. Gomez, J.D., Lawrence, MA, Exp. 2016
- Philip W. Johnston, Marshfield, MA, Exp. 2017
- Megan Kingston, UMass Amherst Student, Buzzards Bay, MA, Exp. 2014 (Non-Voting Student)
- Alyce J. Lee, Milton, MA, Exp. 2016
- Patrick Lowe, UMass Worcester Student, Worcester, MA, Exp. 2014 (Non-Voting Student)
- Matthew H. Malone, Ph.D., Secretary of Education, Commonwealth of Massachusetts, Roslindale, MA
- Jeffrey B. Mullan, J.D., Milton, MA, Exp. 2016
- Colin Murphy, UMass Dartmouth, Student, Monson, MA, Exp. 2014 (Voting Student)
- Nolan O'Brien, UMass Boston Student, Quincy, MA, Exp. 2014 (Voting Student)
- Kerri Osterhaus-Houle, M.D., Hudson, MA, Exp. 2018
- R. Norman Peters, J.D., Paxton, MA, Exp. 2014
- Victor Woolridge, Springfield, MA, Exp. 2014
- Margaret D. Xifaras, J.D., Marion, MA, Exp. 2016
- Zunilka M. Barrett (Secretary to the Board of Trustees)

*Except for the Student Trustees, all appointments are made by the Governor.

**EXTRACT FROM THE RECORDS OF
UNIVERSITY OF MASSACHUSETTS**

Granting Authority to Execute Contracts and All Other Instruments

I, Zunilka Barrett, Secretary of the Board of Trustees of the University of Massachusetts, do hereby certify that the following is a true and complete copy of a vote duly adopted by the Board of Trustees of the University of Massachusetts at a meeting duly called and held on the fifth day of February, nineteen hundred and ninety-seven at the University of Massachusetts, Chancellor's Conference Room, Boston, Massachusetts:

“Further, to affirm that, except as to matters governed by the University of Massachusetts Intellectual Property Policy (Doc. T96-040), the Treasurer of the University of Massachusetts or his designee shall be the sole contracting officer of the University with the Authority to execute all contract, grants, restricted gifts (excluding endowments), and amendments thereto for sponsored programs in instruction, research, or public service, unless and until otherwise voted by the Board of Trustees.”

I further certify that the Senior Vice President for Administration & Finance and Treasurer of the University, Christine M. Wilda, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in her absence, she has designated Philip J. Marquis, Assistant Vice President for Central Administrative Services and Associate Treasurer.

I further certify that effective March 31, 2014, the following is a list of designated individuals authorized in accordance with the afore referenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

Amherst Campus

Kumble R. Subbaswamy, Chancellor, Amherst Campus, Amherst, Massachusetts,
John Dubach, Deputy Chancellor, Amherst Campus, Amherst, Massachusetts,
Michael Malone, Vice Chancellor, Amherst Campus, Amherst, Massachusetts,
Carol P. Sprague, Director of the Office of Grants and Contracts Administration, Amherst Campus, Amherst, Massachusetts,
Jennifer A. Donais, Director of Research Compliance, Amherst Campus, Amherst, Massachusetts,
Theresa W. Girardi, Assistant Director, Amherst Campus, Amherst, Massachusetts,
Nancy E. Stewart, Assistant Director, Amherst Campus, Amherst, Massachusetts,
James B. Ayres, Assistant Director, Amherst Campus, Amherst, Massachusetts,
Laura J. Howard, Associate Director, Division of Continuing Education, Amherst Campus, Amherst, Massachusetts

Boston Campus

J. Keith Motley, Chancellor, Boston Campus, Boston, Massachusetts,
Ellen M. O'Connor, Vice Chancellor for Administration & Finance, Boston Campus, Boston, Massachusetts,
Winston Langley, Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,

Zong-Guo Xia, Vice Provost for Research and Strategic Initiatives, Boston Campus, Boston, Massachusetts,

Matthew L. Meyer, Associate Vice Provost for Research and Director of the Office of Research & Sponsored Programs, Boston Campus, Boston, Massachusetts,

Dartmouth Campus

Divina Grossman, Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,

Mohammad A. Karim, Provost & Executive Vice Chancellor for Academic and Student Affairs & Chief Operating Officer, Dartmouth Campus, Dartmouth, Massachusetts,

Mark A. Preble, Vice Chancellor for Administration and Finance & Chief Financial Officer, Dartmouth Campus, Dartmouth, Massachusetts,

Marilyn Scudellari-Presto, Associate Vice Chancellor for Financial Services, Administration & Finance, Dartmouth Campus, Dartmouth, Massachusetts,

Louis Goodman, Interim Vice Chancellor for Research & Economic Development, Dartmouth Campus, Dartmouth, Massachusetts,

Michelle M. Plaud, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,

Lowell Campus

Martin T. Meehan, Chancellor, Lowell Campus, Lowell, Massachusetts,

Joanne Yestramski, Vice Chancellor for Finance and Operations, Lowell Campus, Lowell, Massachusetts,

Jacqueline F. Moloney, Executive Vice Chancellor, Lowell Campus, Lowell, Massachusetts,

Ahmed Abdelal, Provost, Lowell Campus, Lowell, Massachusetts,

Steven O'Riordan, Associate Vice Chancellor for Financial Services, Lowell Campus, Lowell, Massachusetts,

Linda Concino, Director, Grants & Contracts Administration, Lowell Campus, Lowell, Massachusetts,

Julie Chen, Vice Provost for Research, Lowell Campus, Lowell, Massachusetts,

President's Office

Tom Chmura, Vice President for Economic Development, President's Office, Boston, Massachusetts,

Lynn Griesemer, Associate Vice President for Economic Development and Executive Director for the Donahue Institute, President's Office, Boston, Massachusetts,

Eric Heller, Deputy Director for the Donahue Institute, President's Office, Boston, Massachusetts,

Worcester

Michael F. Collins, MD, Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,

Robert Jenal, Executive Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

Joyce A. Murphy, Executive Vice Chancellor for Commonwealth Medicine, University of Massachusetts Medical School, Worcester, Massachusetts,

Nancy E. Vasil, Associate Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

Margaret L. Johnson, Director, Office of Clinical Research, University of Massachusetts Medical School, Worcester, Massachusetts,

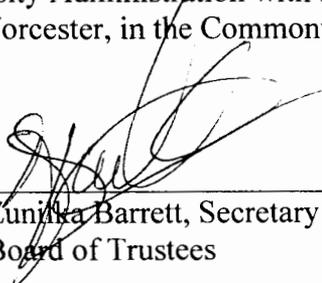
Gina Shaughnessy, Assistant Director of Contracts, University of Massachusetts Medical School, Worcester, Massachusetts,

Janice Lagace, Assistant Director Grants, University of Massachusetts Medical School, Worcester, Massachusetts,

Diego R. Vazquez, Assistant Vice Provost for Research Funding Services, University of Massachusetts Medical School, Worcester, Massachusetts

I further certify that Christine M. Wilda, Philip J. Marquis, Kumble R. Subbaswamy, John Dubach, Michael Malone, Carol P. Sprague, Jennifer A. Donais, Theresa W. Girardi, Nancy E. Stewart, James B. Ayres, Laura J. Howard, J. Keith Motley, Ellen M. O'Connor, Winston Langley, Zong-Guo Xia, Matthew L. Meyer, Divina Grossman, Mohammad A. Karim, Mark A. Preble, Marilyn Scudellari-Presto, Louis Goodman, Michelle M. Plaud, Martin T. Meehan, Joanne Yestramski, Jacqueline F. Moloney, Ahmed Abdelal, Steven O'Riordan, Linda Concino, Julie Chen, Tom Chmura, Lynn Griesemer, Eric Heller, Michael F. Collins, MD, Robert Jenal, Joyce A. Murphy, Nancy E. Vasil, Margaret L. Johnson, Gina Shaughnessy, Janice Lagace and Diego R. Vazquez are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts

Date: 9/15/14



Zunika Barrett, Secretary to the
Board of Trustees



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/05/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED University of Massachusetts 333 South Street Suite 450 Shrewsbury MA 01545 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570053681616 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			004055483 SIR applies per policy terms & conditions	05/01/2014	05/01/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR \$100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570053681616

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract Extension - New Hampshire Department of Health & Human Services - Disability Determination Unit (DDU) Services, May 1, 2014 - August 1, 2014. New Hampshire Department of Health & Human Services is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER State of New Hampshire Attn: Eric D. Borrin 129 Pleasant Street, Brown Building Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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May 5, 2014

To Whom It May Concern:

The University of Massachusetts, as an entity of the Commonwealth of Massachusetts, is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

If you have any questions or concerns please contact me at 774-455-7588. Thank you.

Sincerely,

A handwritten signature in black ink that reads "M Wamback".

Matthew Wamback
Senior Insurance Analyst



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CLIENT SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9404 1-800-852-3345 Ext. 9404
FAX: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 16, 2014

G&C Approved

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

Date 6-18-14
Item # 67

REQUESTED ACTION

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Contract Total			\$823,900	\$102,850	\$926,750

EXPLANATION

This **sole source** amendment is being submitted to amend an existing contract to ensure the State of New Hampshire remains in compliance with federal requirements surrounding Medicaid disability eligibility determination timeframes. Continuity of service provision is critical to meeting the compliance criteria established by the Federal Centers for Medicare and Medicaid Services. The alignment of three program areas that utilize disability determination services within the Department necessitated the delay in releasing the RFP. The continuation of services through this three month extension will allow enough time for the Department to release an RFP that addresses the needs of three service areas within the Department.

The Division of Client Services, Disability Determination Unit is responsible for determining the medical component an applicant must meet for disability requirements in order to receive Medicaid Benefits. The Disability Determination Unit is authorized to evaluate applicants for Aid to the Permanently and Totally Disabled, Aid to the Needy Blind, Medicaid for Employed Adults with Disabilities, and Home Care for Children with Severe Disabilities. The Federal Centers for Medicare and Medicaid Services requires appropriate medical consultants to be available in order to complete these medical determinations. Federal law also requires that decisions about a person's Medicaid eligibility be made within 90 days.

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The University of Massachusetts Medical School Disability Evaluation Services Unit (Umass DES) was selected through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services website from May 7, 2012 to May 18, 2012. Three proposals were submitted for consideration and the evaluation committee selected the University of Massachusetts Medical School Disability Evaluation Services Unit for the award.

Performance metrics are included in the scope of this contract and include timely completion of decisions to ensure federal compliance and the quality of the reviews performed. Case decisions are measured for quality, accuracy, and completeness based upon quarterly random sampling of completed cases. The contractor has met or exceeded performance criteria during the contract period.

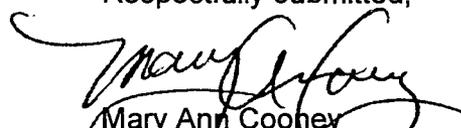
Should Governor and Executive Council not approve this request the Disability Determination Unit will not have sufficient clinical staff to make medical disability decisions within the 90 days as mandated by federal and state regulations. This could subject the Department to legal action for noncompliance, as has happened in the past.

Geographic area served: Statewide

Source of Funds: 75% federal funds and 25% general funds.

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

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**New Hampshire Department of Health Human Services
Disability Determination Services Contract Amendment**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Disability Determination Services Contract**

This 2nd Amendment to the Disability Determination Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of April 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and University of Massachusetts Medical School (hereinafter referred to as "the Contractor"), a with a place of business at Bursar's Office, S1-802, 55 Lake Avenue North, Worcester, MA 01660.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012 (Item #77), and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013 (Item #67), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties upon Governor and Executive Council approval; and

WHEREAS the State and the Contractor agree to extend the contract by three (3) months and increase the price limitation; and

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

To amend as follows:

1. Form P-37, Item 1.7, Completion Date, to read:
September 30, 2014
2. Form P-37, Item 1.8, Price Limitation, to read:
\$926,750
3. Exhibit A, Scope of Services, Contract Period, to read:
7/1/12 to 9/30/14
4. Exhibit B, Methods and Conditions of Payment, Item 1, Contract Price, to read:
\$926,750
5. Exhibit B, Methods and Conditions of Payment, Item 1, to read:
During FY 2015
6. Standard Exhibit D, Item B, Period Covered by this Certification, to read:
To: 9/30/14
7. Exhibit E, Certification Regarding Lobbying, Contract Period, to read:
07/01/12 through 9/30/14

A handwritten signature in black ink, followed by the date "5/15/14".

New Hampshire Department of Health Human Services
Disability Determination Services Contract Amendment



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

5/26/14
Date

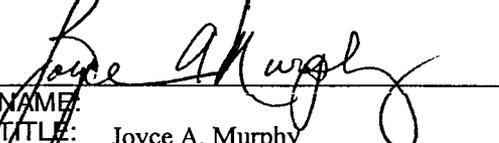
State of New Hampshire
Department of Health and Human Services



Nicholas A. Toumpas
Commissioner

5/15/14
Date

University of Massachusetts Medical School



NAME: Joyce A. Murphy
TITLE: Executive Vice Chancellor, CWM

Acknowledgement:

State of Massachusetts County of Worcester on May 15, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

 NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace


5/15/14



New Hampshire Department of Health Human Services
Disability Determination Services Contract Amendment

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

OFFICE OF THE ATTORNEY GENERAL

5/24/14
Date

Michael K. Brown
Name: MICHAEL K. Brown
Title: Sr. Assis. A.G.

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Jan
5/15/14

**EXTRACT FROM THE RECORDS OF
UNIVERSITY OF MASSACHUSETTS**

Granting Authority to Execute Contracts and All Other Instruments

I, Zunilka Barrett, Secretary of the Board of Trustees of the University of Massachusetts, do hereby certify that the following is a true and complete copy of a vote duly adopted by the Board of Trustees of the University of Massachusetts at a meeting duly called and held on the fifth day of February, nineteen hundred and ninety-seven at the University of Massachusetts, Chancellor's Conference Room, Boston, Massachusetts:

“Further, to affirm that, except as to matters governed by the University of Massachusetts Intellectual Property Policy (Doc. T96-040), the Treasurer of the University of Massachusetts or his designee shall be the sole contracting officer of the University with the Authority to execute all contract, grants, restricted gifts (excluding endowments), and amendments thereto for sponsored programs in instruction, research, or public service, unless and until otherwise voted by the Board of Trustees.”

I further certify that the Senior Vice President for Administration & Finance and Treasurer of the University, Christine M. Wilda, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in her absence, she has designated Philip J. Marquis, Assistant Vice President for Central Administrative Services and Associate Treasurer.

I further certify that effective March 31, 2014, the following is a list of designated individuals authorized in accordance with the afore referenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

Amherst Campus

Kumble R. Subbaswamy, Chancellor, Amherst Campus, Amherst, Massachusetts,
John Dubach, Deputy Chancellor, Amherst Campus, Amherst, Massachusetts,
Michael Malone, Vice Chancellor, Amherst Campus, Amherst, Massachusetts,
Carol P. Sprague, Director of the Office of Grants and Contracts Administration, Amherst Campus, Amherst, Massachusetts,
Jennifer A. Donais, Director of Research Compliance, Amherst Campus, Amherst, Massachusetts,
Theresa W. Girardi, Assistant Director, Amherst Campus, Amherst, Massachusetts,
Nancy E. Stewart, Assistant Director, Amherst Campus, Amherst, Massachusetts,
James B. Ayres, Assistant Director, Amherst Campus, Amherst, Massachusetts,
Laura J. Howard, Associate Director, Division of Continuing Education, Amherst Campus, Amherst, Massachusetts

Boston Campus

J. Keith Motley, Chancellor, Boston Campus, Boston, Massachusetts,
Ellen M. O'Connor, Vice Chancellor for Administration & Finance, Boston Campus, Boston, Massachusetts,
Winston Langley, Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,



Handwritten signature and date: 2/15/14

Zong-Guo Xia, Vice Provost for Research and Strategic Initiatives, Boston Campus, Boston, Massachusetts,

Matthew L. Meyer, Associate Vice Provost for Research and Director of the Office of Research & Sponsored Programs, Boston Campus, Boston, Massachusetts,

Dartmouth Campus

Divina Grossman, Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,

Mohammad A. Karim, Provost & Executive Vice Chancellor for Academic and Student Affairs & Chief Operating Officer, Dartmouth Campus, Dartmouth, Massachusetts,

Mark A. Preble, Vice Chancellor for Administration and Finance & Chief Financial Officer, Dartmouth Campus, Dartmouth, Massachusetts,

Marilyn Scudellari-Presto, Associate Vice Chancellor for Financial Services, Administration & Finance, Dartmouth Campus, Dartmouth, Massachusetts,

Louis Goodman, Interim Vice Chancellor for Research & Economic Development, Dartmouth Campus, Dartmouth, Massachusetts,

Michelle M. Plaud, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,

Lowell Campus

Martin T. Meehan, Chancellor, Lowell Campus, Lowell, Massachusetts,

Joanne Yestramski, Vice Chancellor for Finance and Operations, Lowell Campus, Lowell, Massachusetts,

Jacqueline F. Moloney, Executive Vice Chancellor, Lowell Campus, Lowell, Massachusetts,

Ahmed Abdelal, Provost, Lowell Campus, Lowell, Massachusetts,

Steven O'Riordan, Associate Vice Chancellor for Financial Services, Lowell Campus, Lowell, Massachusetts,

Linda Concino, Director, Grants & Contracts Administration, Lowell Campus, Lowell, Massachusetts,

Julie Chen, Vice Provost for Research, Lowell Campus, Lowell, Massachusetts,

President's Office

Tom Chmura, Vice President for Economic Development, President's Office, Boston, Massachusetts,

Lynn Griesemer, Associate Vice President for Economic Development and Executive Director for the Donahue Institute, President's Office, Boston, Massachusetts,

Eric Heller, Deputy Director for the Donahue Institute, President's Office, Boston, Massachusetts,

Worcester

Michael F. Collins, MD, Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,

Robert Jenal, Executive Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

Joyce A. Murphy, Executive Vice Chancellor for Commonwealth Medicine, University of Massachusetts Medical School, Worcester, Massachusetts,

Nancy E. Vasil, Associate Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

Margaret L. Johnson, Director, Office of Clinical Research, University of Massachusetts Medical School, Worcester, Massachusetts,

Handwritten signature and date: 5/16/14

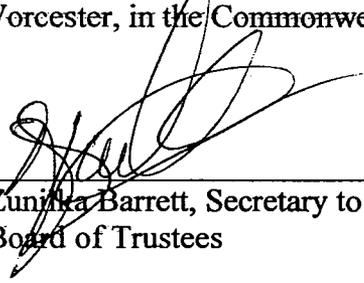
Gina Shaughnessy, Assistant Director of Contracts, University of Massachusetts Medical School, Worcester, Massachusetts,

Janice Lagace, Assistant Director Grants, University of Massachusetts Medical School, Worcester, Massachusetts,

Diego R. Vazquez, Assistant Vice Provost for Research Funding Services, University of Massachusetts Medical School, Worcester, Massachusetts

I further certify that Christine M. Wilda, Philip J. Marquis, Kumble R. Subbaswamy, John Dubach, Michael Malone, Carol P. Sprague, Jennifer A. Donais, Theresa W. Girardi, Nancy E. Stewart, James B. Ayres, Laura J. Howard, J. Keith Motley, Ellen M. O'Connor, Winston Langley, Zong-Guo Xia, Matthew L. Meyer, Divina Grossman, Mohammad A. Karim, Mark A. Preble, Marilyn Scudellari-Presto, Louis Goodman, Michelle M. Plaud, Martin T. Meehan, Joanne Yestramski, Jacqueline F. Moloney, Ahmed Abdelal, Steven O'Riordan, Linda Concino, Julie Chen, Tom Chmura, Lynn Griesemer, Eric Heller, Michael F. Collins, MD, Robert Jenal, Joyce A. Murphy, Nancy E. Vasil, Margaret L. Johnson, Gina Shaughnessy, Janice Lagace and Diego R. Vazquez are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts

Date: 5/15/14



Zunika Barrett, Secretary to the
Board of Trustees


5/15/14



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/05/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED University of Massachusetts 333 South Street Suite 450 Shrewsbury MA 01545 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570053681616** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		004055483 SIR applies per policy terms & conditions	05/01/2014	05/01/2015	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
						SIR	\$100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE	
						AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	OTHER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	

Certificate No : 570053681616

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract Extension - New Hampshire Department of Health & Human Services - Disability Determination Unit (DDU) Services, May 1, 2014 - August 1, 2014. New Hampshire Department of Health & Human Services is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER State of New Hampshire Attn: Eric D. Borrin 129 Pleasant Street, Brown Building Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
--	---

6/15/14



May 5, 2014

To Whom It May Concern:

The University of Massachusetts, as an entity of the Commonwealth of Massachusetts, is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

If you have any questions or concerns please contact me at 774-455-7588. Thank you.

Sincerely,

A handwritten signature in black ink that reads "M Wamback".

Matthew Wamback
Senior Insurance Analyst

Handwritten initials "JAW" inside a circle, with the date "5/15/14" written below it.

**UNIVERSITY OF MASSACHUSETTS
BOARD OF TRUSTEES**

The University of Massachusetts is governed by a lay Board of Trustees. As ordinary citizens, lay Trustees represent various interests in the public at large on a non-partisan basis and are best able to reflect back to the University the immediate concerns of the people of the Commonwealth whom the University is dedicated to serve.

The Board of Trustees functions as a legislative body dealing mainly with questions of policy. The Board is not an administrative or management board. In certain rare instances, when required by the Massachusetts General Laws, it may function as an appeal body.

The Board establishes the general policies governing the University, but has delegated many powers to the President and, through the President, to campus administrators for day-to-day-operations. Appropriate

University personnel are held strictly accountable by the Trustees for developing sound administrative policies. With the exception of Student Trustees, all appointments are made by the Governor.

The current Board of Trustees for the University of Massachusetts is comprised of the following individuals:

- Henry M. Thomas, III, J.D., Chair, Springfield, MA, exp. 2017
- Ruben J. King-Shaw, Jr., Vice Chair, Carlisle, MA, Exp. 2015
- Maria D. Furman, Vice Chair, Wellesley, MA, Exp. 2014
- James R. Buonomo, Shrewsbury, MA, Exp. 2018
- Richard P. Campbell, J.D., Cohasset, MA, Exp. 2016
- Lawrence M. Carpman, Marshfield, MA, Exp. 2016
- Edward W. Collins, Jr., Springfield, MA, Exp. 2017
- David G. Fubini, Brookline, MA, Exp. 2018
- Phillip J. Geoffroy, UMass Lowell Student, Chelmsford, MA, Exp. 2014 (Non-Voting Student)
- Zoila M. Gomez, J.D., Lawrence, MA, Exp. 2016
- Philip W. Johnston, Marshfield, MA, Exp. 2017
- Megan Kingston, UMass Amherst Student, Buzzards Bay, MA, Exp. 2014 (Non-Voting Student)
- Alyce J. Lee, Milton, MA, Exp. 2016
- Patrick Lowe, UMass Worcester Student, Worcester, MA, Exp. 2014 (Non-Voting Student)
- Matthew H. Malone, Ph.D., Secretary of Education, Commonwealth of Massachusetts, Roslindale, MA
- Jeffrey B. Mullan, J.D., Milton, MA, Exp. 2016
- Colin Murphy, UMass Dartmouth, Student, Monson, MA, Exp. 2014 (Voting Student)
- Nolan O'Brien, UMass Boston Student, Quincy, MA, Exp. 2014 (Voting Student)
- Kerri Osterhaus-Houle, M.D., Hudson, MA, Exp. 2018
- R. Norman Peters, J.D., Paxton, MA, Exp. 2014
- Victor Woolridge, Springfield, MA, Exp. 2014
- Margaret D. Xifaras, J.D., Marion, MA, Exp. 2016
- Zunilka M. Barrett (Secretary to the Board of Trustees)

*Except for the Student Trustees, all appointments are made by the Governor.


7/15/14



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
DIVISION OF CLIENT SERVICES

Nicholas A. Toumpas
 Commissioner

Carol E. Sideris
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-4344 1-800-852-3345 Ext. 4344
 Fax: 603-271-4365 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 29, 2013

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 Cares Services to amend an existing Sole Source agreement with the University of Massachusetts Medical School (Vendor Code 177576), 100 Century Drive, Worcester, MA 01660 to provide disability determination services, by increasing the price limitation by \$411,950 from \$411,950 to \$823,900 and by extending the completion date from June 30, 2013 to June 30, 2014, to be effective July 1, 2013 or date of Governor and Council approval, whichever is later. Governor and Executive Council approved the original agreement on June 20, 2012 (Item #77).

Funds to support this request are anticipated to be available in the following account in SFY 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.

05-95-95-958110-5193 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS DISABILITY DETERMINATION UNIT, MEDICAL

Class/Account	Title	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
046-500462	Consultants	2013	\$411,950.00	0.00	\$411,950.00
046-500462	Consultants	2014	0.00	0.00	0.00
		Subtotal	\$411,950.00	0.00	\$411,950.00

05-95-45-451010-79970000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS DISABILITY DETERMINATION UNIT, MEDICAL

Class/Account	Title	State Fiscal Year	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
046-500462	Consultants	2014	0.00	\$411,950.00	\$411,950.00
		Total	\$411,950.00	\$411,950.00	\$823,900.00

EXPLANATION

This request is being submitted to extend an existing contract to ensure the State of New Hampshire remains in compliance with federal requirements surrounding Medicaid disability eligibility determination timeframes. The Department is releasing a Request for Proposals (RFP) for these services, but will not receive responses or be able to make an award prior to the current contract expiration date. Continuity of service provision is critical to meeting the compliance criteria established by the Federal Centers for Medicare and Medicaid Services.

The Division of Client Services, Disability Determination Unit is responsible for determining the medical component an applicant must meet for disability requirements in order to receive Medicaid Benefits. The Disability Determination Unit is authorized to evaluate applicants for Aid to the Permanently and Totally Disabled, Aid to the Needy Blind, Medicaid for Employed Adults with Disabilities, and Home Care for Children with Severe Disabilities. The Federal Centers for Medicare and Medicaid Services requires appropriate medical consultants to be available in order to complete these medical determinations. Federal law also requires that decisions about a person's Medicaid eligibility be made within 90 days.

Funding for this agreement will be used to provide disability determination services for the Aid to Permanently and Totally Disabled and Medicaid for Employed Adults With Disabilities populations. The disability determination services consist of medical file reviews and the completion of a Medical Eligibility Review Summary (MERS)/5-step Sequential Evaluation Process in concert with the Disability Determination Unit.

Over 7,000 applications for disability are received each year. To manage this quantity of reviews given department resource constraints, the Disability Determination Unit has chosen to utilize contracted medical consultants. This was determined to be in the best interest of the State based upon access to enhanced Federal matching funds when using this contracting method.

In accordance with Section 1903(a)(2) of the Social Security Act, the Department of Health and Human Services, as the State Medicaid agency, can receive Federal matching funds at an enhanced rate of 75 percent reimbursement when services are contracted with a public agency. The University of Massachusetts Medical School is a public agency. Authorization of this agreement extension will continue to allow for 75 percent reimbursement rather than the standard 50 percent reimbursement for services contracted with a non-public agency.

The University of Massachusetts Medical School Disability Evaluation Services Unit (Umass DES) was selected through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services website from May 7, 2012 to May 18, 2012. Three proposals were submitted for consideration and the evaluation committee selected the University of Massachusetts Medical School Disability Evaluation Services Unit for the award.

Performance metrics are included in the scope of this contract and include timely completion of decisions to ensure federal compliance and the quality of the reviews performed. Case decisions are measured for quality, accuracy, and completeness based upon quarterly random sampling of completed cases. The contractor has met or exceeded performance criteria during the contract period.

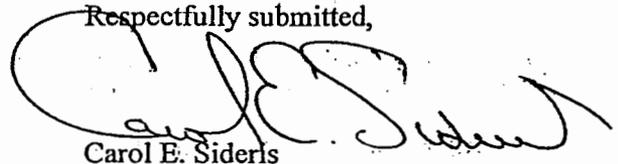
Should Governor and Executive Council not approve this request the Disability Determination Unit will not have sufficient clinical staff to make medical disability decisions within the 90 days as mandated by federal and state regulations. This could subject the Department to legal action for noncompliance, as has happened in the past.

Geographic area served: Statewide

Source of Funds: 75% federal funds and 25% general funds.

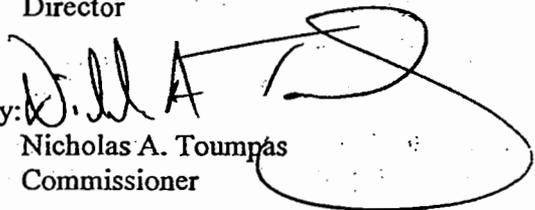
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Carol E. Sideris
Director

Approved by:



Nicholas A. Toumpas
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Disability Determination Services Contract

This 1st Amendment to the Disability Determination Services Contract (hereinafter referred to as "Amendment #1") dated this 10th day of April 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and University of Massachusetts Medical School (hereinafter referred to as "the Contractor"), with a place of business at 100 Century Drive, Worcester, MA 01660.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2012 (Item #77), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may, amend the agreement after approval of such amendment by the Governor and Executive Council; and

WHEREAS, the State and the Contractor have agreed that a one-year extension of the contract is agreeable to the parties;

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

To amend as follows:

- Form P-37, Item 1.7, Completion Date, shall be amended to read "June 30, 2014";
- Form P-37, Item 1.8, Price Limitation, shall be amended to read "\$823,900";
- Exhibit A, Scope of Services, Contract Period, shall be amended to read "7/1/2012 to 6/30/14";
- Exhibit B, Methods and Conditions of Payment, Item 1, Contract Price, shall be amended to read "\$823,900";
- Exhibit B, Methods and Conditions of Payment, Item 1, Payments, shall be amended to read "during FY 2014";
- Standard Exhibit D, Item B, Period Covered by this Certification, shall be amended to read "To: 6/30/14";
- Exhibit E, Certification Regarding Lobbying, Contract Period, shall be amended to read "through 6/30/14";

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties there under, shall remain in full force and effect in accordance with the terms and conditions set forth herein.


Date: 4/20/13

New Hampshire Department of Health and Human Services- Disability Determination Services Contract Amendment



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

5/9/13
Date

State of New Hampshire
Department of Health and Human Services

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

University of Massachusetts Medical School

4/25/13
Date

Joseph A. Murphy
Name: JOSEPH A. MURPHY
Title: Ex. Vice Chancellor
UMASS WORCESTER.

Acknowledgement:

State of Massachusetts County of Worcester on 4/25/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Erin M. Sigal
Name and Title of Notary or Justice of the Peace



ERIN M. SIGAL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 4, 2014

Contractor Initials [Signature]
Date: 4/25/13

New Hampshire Department of Health and Human Services- Disability Determination
Services Contract Amendment



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

OFFICE OF THE ATTORNEY GENERAL

3 May 2013
Date

Jeanne P. Herrick
Name: Jeanne P. Herrick
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: JPH
Date: 4/25/13



BUDGET

Contract Period: July 1, 2013-June 30, 2014

Contractor: University of Massachusetts Medical School

Services: Disability Determination Services

Cost per Case: \$275

Total Number of Cases: 1,498

Price limitation: \$411,950.00

Case cost shall be all-inclusive. The contractor is responsible for all costs associated with case reviews including but not limited to: personnel, communications charges, supplies, postage, and transportation of records.

**EXTRACT FROM THE RECORDS OF
UNIVERSITY OF MASSACHUSETTS**

Granting Authority to Execute Contracts and All Other Instruments

I, Zunilka Barrett, Secretary of the Board of Trustees of the University of Massachusetts, do hereby certify that the following is a true and complete copy of a vote duly adopted by the Board of Trustees of the University of Massachusetts at a meeting duly called and held on the fifth day of February, nineteen hundred and ninety-seven at the University of Massachusetts, Chancellor's Conference Room, Boston, Massachusetts:

“Further, to affirm that, except as to matters governed by the University of Massachusetts Intellectual Property Policy (Doc. T96-040), the Treasurer of the University of Massachusetts or his designee shall be the sole contracting officer of the University with the Authority to execute all contract, grants, restricted gifts (excluding endowments), and amendments thereto for sponsored programs in instruction, research, or public service, unless and until otherwise voted by the Board of Trustees.”

I further certify that the Senior Vice President for Administration & Finance and Treasurer of the University, Christine M. Wilda, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in her absence, she has designated Philip J. Marquis, Assistant Vice President for Central Administrative Services and Associate Treasurer.

I further certify that effective March 1, 2013, the following is a list of designated individuals authorized in accordance with the afore referenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

Amherst Campus

Kumble R. Subbaswamy, Chancellor, Amherst Campus, Amherst, Massachusetts,
John Dubach, Deputy Chancellor, Amherst Campus, Amherst, Massachusetts,
Michael Malone, Vice Chancellor, Amherst Campus, Amherst, Massachusetts,
Carol P. Sprague, Director of the Office of Grants and Contracts Administration, Amherst Campus, Amherst, Massachusetts,
Jennifer A. Donais, Director of Research Compliance, Amherst Campus, Amherst, Massachusetts,
Theresa W. Girardi, Assistant Director, Amherst Campus, Amherst, Massachusetts,
Nancy E. Stewart, Assistant Director, Amherst Campus, Amherst, Massachusetts,
James B. Ayres, Assistant Director, Amherst Campus, Amherst, Massachusetts,
Laura J. Howard, Associate Director, Division of Continuing Education, Amherst Campus, Amherst, Massachusetts

Boston Campus

J. Keith Motley, Chancellor, Boston Campus, Boston, Massachusetts,
Ellen M. O'Connor, Vice Chancellor for Administration & Finance, Boston Campus, Boston, Massachusetts,
Winston Langley, Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,

Zong-Guo Xia, Vice Provost for Research and Strategic Initiatives, Boston Campus, Boston, Massachusetts,

Matthew L. Meyer, Associate Vice Provost for Research and Director of the Office of Research & Sponsored Programs, Boston Campus, Boston, Massachusetts,

Paul M. Mullane, Deputy Director of the Office of Research and Sponsored Programs, Boston Campus, Boston, Massachusetts

Dartmouth Campus

Divina Grossman, Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,

Alex J. Fowler, Provost & Vice Chancellor for Academic & Student Affairs, Dartmouth Campus, Dartmouth, Massachusetts,

Deborah McLaughlin, Chief Operating Officer & Vice Chancellor for Administrative and Fiscal Services, Dartmouth Campus, Dartmouth, Massachusetts,

Marilyn Scudellari-Presto, Associate Vice Chancellor for Financial Services, Administration & Finance, Dartmouth Campus, Dartmouth, Massachusetts,

Tesfay Meressi, Associate Provost for Graduate Studies & Research Development, Dartmouth Campus, Dartmouth, Massachusetts,

Michelle M. Plaud, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,

Lowell Campus

Martin T. Meehan, Chancellor, Lowell Campus, Lowell, Massachusetts,

Joanne Yestramski, Vice Chancellor for Administration, Finance, Facilities & Technology, Lowell Campus, Lowell, Massachusetts,

Jacqueline F. Moloney, Executive Vice Chancellor, Lowell Campus, Lowell, Massachusetts,

Ahmed Abdelal, Provost, Lowell Campus, Lowell, Massachusetts,

Steven O'Riordan, Associate Vice Chancellor for Financial Services, Lowell Campus, Lowell, Massachusetts,

Linda Concino, Proposal Development Manager, Lowell Campus, Lowell, Massachusetts,

Julie Chen, Interim Vice Provost for Research, Lowell Campus, Lowell, Massachusetts,

President's Office

Tom Chmura, Vice President for Economic Development, President's Office, Boston, Massachusetts,

Lynn Griesemer, Associate Vice President for Economic Development and Executive Director for the Donahue Institute, President's Office, Boston, Massachusetts,

Eric Heller, Deputy Director for the Donahue Institute, President's Office, Boston, Massachusetts,

Worcester

Michael F. Collins, MD, Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,

Robert Jenal, Executive Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

Joyce A. Murphy, Executive Vice Chancellor for Commonwealth Medicine, University of Massachusetts Medical School, Worcester, Massachusetts,

Nancy E. Vasil, Associate Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

Margaret L. Johnson, Director, Office of Clinical Research, University of Massachusetts Medical School, Worcester, Massachusetts,

Bethanne Giehl, Assistant Director of Research Funding, University of Massachusetts Medical School, Worcester, Massachusetts,

Gina Shaughnessy, Assistant Director of Contracts, University of Massachusetts Medical School, Worcester, Massachusetts,

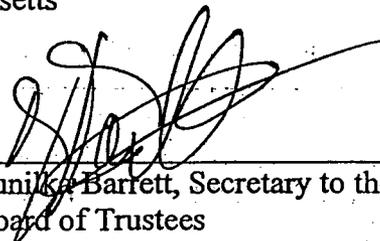
Bhavna Bhatia, Grants Administrator III, University of Massachusetts Medical School, Worcester, Massachusetts,

Diego R. Vazquez, Assistant Vice Provost for Research Funding Services, University of Massachusetts Medical School, Worcester, Massachusetts

I further certify that Christine M. Wilda, Philip J. Marquis, Kumble R. Subbaswamy, John Dubach, Michael Malone, Carol P. Sprague, Jennifer A. Donais, Theresa W. Girardi, Nancy E. Stewart, James B. Ayres, Laura J. Howard, J. Keith Motley, Ellen M. O'Connor, Winston Langley, Zong-Guo Xia, Matthew L. Meyer, Paul M. Mullane, Divina Grossman, Alex J. Fowler, Deborah McLaughlin, Marilyn Scudellari-Presto, Tesfay Meressi, Michelle M. Plaud, Martin T. Meehan, Joanne Yestramski, Jacqueline F. Moloney, Ahmed Abdelal, Steven O'Riordan, Linda Concino, Julie Chen, Tom Chmura, Lynn Griesemer, Eric Heller, Michael F. Collins, MD, Robert Jenal, Joyce A. Murphy, Nancy E. Vasil, Margaret L. Johnson, Bethanne Giehl, Gina Shaughnessy, Bhavna Bhatia and Diego R. Vazquez are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts

Date: _____

4/25/13



Zunilka Barrett, Secretary to the
Board of Trustees



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED University of Massachusetts 333 South Street Suite 450 Shrewsbury MA 01545 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570049640336** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		004055483 SIR applies per policy terms & conditions	05/01/2012	05/01/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR \$100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Event: 04/16/2013. The state of NH is renewing a contract with DES and UMSS is assisting DES in gathering all of the forms NH is requesting for the renewal.
 State of New Hampshire Department of Health & Human Services, 129 Pleasant Street, Concord, NH 03301 is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

Certificate No : 570049640336



April 18, 2013

To Whom It May Concern:

The University of Massachusetts, as an entity of the Commonwealth of Massachusetts, is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

If you have any questions or concerns please contact me at 774-455-7575. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'M Wamback', with a horizontal line extending to the right.

Matthew Wamback
Senior Insurance Analyst

University Administration

As of October 17, 2012

Board of Trustees:

Henry M. Thomas III, J.D. (Chair), Springfield, MA
Ruben J. King-Shaw, Jr. (Vice Chair), Carlisle, MA
Richard P. Campbell, J.D., Cohasset, MA
Lawrence M. Carpmann, Marshfield, MA
Edward W. Collins, Jr., Springfield, MA
Maria D. Furman, Wellesley, MA
Zoila M. Gomez, J.D., Lawrence, MA
Philip W. Johnston, Marshfield, MA
James J. Karam, Tiverton, RI
Alyce J. Lee, Milton, MA
Jeffrey B. Mullan, J.D., Milton, MA
Kerri Osterhaus-Houle, M.D., Hudson, MA
R. Norman Peters, J.D., Paxton, MA
S. Paul Reville, Worcester, MA
Victor Woolridge, Springfield, MA
Margaret D. Xifaras, J.D., Marion, MA

Jennifer Healy, (UMass Amherst Student Trustee), Bellingham, MA
(Voting Student)

Alexis Marvel, (UMass Boston Student Trustee), East Taunton, MA
(Non-Voting Student)

Joshua Encarnacion, (UMass Dartmouth Student Trustee), Springfield, MA
(Non-Voting Student)

Phillip J. Geoffroy, (UMass Lowell Student Trustee), Chelmsford, MA
(Non-Voting Student)

Brian Quattrochi, (UMass Worcester Student Trustee), Worcester, MA
(Voting Student)

Officers of the University:

Robert L. Caret, Ph.D., President

Kumble R. Subbaswamy, Ph.D., Chancellor, UMass Amherst

J. Keith Motley, Ph.D., Chancellor, UMass Boston

Divina Grossman, Ph.D., Chancellor, UMass Dartmouth

Martin T. Meehan, J.D., Chancellor, UMass Lowell

Michael F. Collins, M.D., Chancellor, UMass Worcester
and Senior Vice President for Health Sciences

James R. Julian, J.D., Executive Vice President

Christine M. Wilda, Senior Vice President for Administration and Finance & Treasurer

Marcellette G. Williams, Ph.D., Senior Vice President for Academic Affairs and International Relations

Barbara F. DeVico, Secretary to the Board of Trustees

X
X[About UMMS](#)

Our Mission, Values and Vision

The mission of the University of Massachusetts Medical School is to advance the health and well-being of the people of the commonwealth and the world through pioneering advances in education, research and health care delivery.

Values and Vision

As a combined enterprise with our clinical partner, UMass Memorial Health Care, we value:

- improving health and enhancing access to care for people within our community, the commonwealth, and the world;
- excellence in achieving the highest quality standards in patient care and satisfaction, education and research;
- common good as an institutional focus, exercised both internally and externally;
- collegiality as we work through a shared vision for the common good;
- integrity in decision-making and actions held to the highest ethical standards;
- diversity promoted within our institution to foster an atmosphere of compassion, courtesy, and mutual respect, stimulating inventiveness and broadening our talents and perspectives;
- academic opportunity and scholarship through high-quality, affordable educational programs for the training of physicians, nurses, advanced practitioners, researchers, and educators; and
- scientific advancement made possible by embracing creative thinking and innovation to yield an understanding of the causes, prevention, and treatment of human disease for the pursuit of knowledge and the benefit of people everywhere.

To become one of the nation's most distinguished academic health sciences centers, we seek to:

- achieve excellence in the practice of safe, high-quality care;
- design and implement innovative educational methods to train educators, clinicians, and scientists to meet the future health care workforce needs in Massachusetts and the United States;
- develop educators, clinicians and scientists who are equipped to become the next generation of outstanding leaders in health care;
- develop and capitalize on the strengths of all staff who provide the operational support for an academic health sciences center;
- nurture ongoing progress in the basic sciences to fuel breakthrough discoveries that will transform the practice of medicine;

UNIVERSITY OF MASSACHUSETTS
BOARD OF TRUSTEES

- Henry M. Thomas, III, J.D., Chair, Springfield, MA, exp. 2017
- Ruben J. King-Shaw, Jr., Vice Chair, Carlisle, MA, Exp. 2015
- Maria D. Furman, Vice Chair, Wellesley, MA, Exp. 2014
- James R. Buonomo, Shrewsbury, MA, Exp. 2018
- Richard P. Campbell, J.D., Cohasset, MA, Exp. 2016
- Lawrence M. Carpman, Marshfield, MA, Exp. 2016
- Edward W. Collins, Jr., Springfield, MA, Exp. 2017
- Joshua Encarnacion, UMass Dartmouth, Student, Springfield, MA, Exp. 2013 (Non-Voting Student)
- David G. Fubini, Brookline, MA, Exp. 2013
- Phillip J. Geoffroy, UMass Lowell Student, Chelmsford, MA, Exp. 2013 (Non-Voting Student)
- Zoila M. Gomez, J.D., Lawrence, MA, Exp. 2016
- Jennifer Healy, UMass Amherst Student, Bellingham, MA, Exp. 2013 (Voting Student)
- Philip W. Johnston, Marshfield, MA, Exp. 2017
- Alyce J. Lee, Milton, MA, Exp. 2016
- Matthew H. Malone, Ph.D., Secretary of Education, Commonwealth of Massachusetts, Roslindale, MA
- Alexis Marvel, UMass Boston Student, East Taunton, MA, Exp. 2013 (Non-Voting Student)
- Jeffrey B. Mullan, J.D., Milton, MA, Exp. 2016
- Kerri Osterhaus-Houle, M.D., Hudson, MA, Exp. 2013
- R. Norman Peters, J.D., Paxton, MA, Exp. 2014
- Brian Quattrochi, UMass Worcester Student, Worcester, MA, Exp. 2013 (Voting Student)
- Victor Woolridge, Springfield, MA, Exp. 2014
- Margaret D. Xifaras, J.D., Marion, MA, Exp. 2016
- Zunilka Barrett (Secretary to the Board of Trustees)

*Except for the Student Trustees, all appointments are made by the Governor.

Updated 4/1/13 - <http://www.massachusetts.edu/bot/members.html>



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

DISABILITY DETERMINATION UNIT

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate
 Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6504
 603-271-4445 - 1-800-852-3345 Ext. 4445
 Fax: 603-271-4376 TDD Access: 1-800-735-2964

May 25, 2012

APPROVED BY _____

DATE 6/20/12

PAGE 10

ITEM # 77

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Community Based Care Services to enter into an Agreement with the University of Massachusetts Medical School (Vendor Code 177576), 100 Century Drive, Worcester, MA 01660 to provide disability determination services, by an amount not to exceed \$411,950, effective July 1, 2012, or date of Governor and Executive Council approval, whichever is later through June 30, 2013. Funds are available in State Fiscal Year 13 in the following account:

05-95-95-958110-5193 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS DISABILITY DETERMINATION UNIT, MEDICAL AND CLIENT SERVICES

<u>Appropriation</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Amount</u>
05-95-95-958110-5193	046-500462	Consultants	\$411,950

EXPLANATION

The Division of Community Based Care Services, Disability Determination Unit is responsible for determining the medical component for those pathways to eligibility in which the applicant must meet disability requirements in order to receive Medicaid Benefits. The Disability Determination Unit is authorized to evaluate applicants for Aid to the Permanently and Totally Disabled, Aid to the Needy Blind, Medicaid for Employed Adults with Disabilities, and Home Care for Children with Severe Disabilities. The Federal Centers for Medicare and Medicaid Services requires appropriate medical consultants to be available in order to complete these medical determinations. Federal law also requires that decisions about a person's Medicaid eligibility be made within 90 days.

Applications for disability continue to increase. New applications for calendar year 2011 were 8,900 as compared to 7,254 in calendar year 2010; an increase of 22%. The number of applications for the first three months of 2012 continues to maintain the trend of record highs. In order to manage reviews within the federal mandated timetable, the Disability Determination Unit has chosen to utilize contracted medical consultants in this capacity due to internal state and department resource constraints. This was determined to be in the best interest of the State.

Funding in this agreement will be used to provide disability determination services for the Aid to the Permanently and Totally Disabled and Medicaid for Employed Adults With Disabilities populations. The services will consist of the completion of the Medical Eligibility Review Summary (MERS)/5-step Sequential Evaluation Process in conjunction with the Disability Determination Unit.

The University of Massachusetts Medical School Disability Evaluation Services Unit (UMass DES) was selected through a competitive bid process. The Request for Proposals was posted on the Department of Health and Human Services website from May 7, 2012 to May 18, 2012. Three proposals were submitted for consideration. The evaluation committee, following the criteria listed in the Request for Proposals, scored UMass DES substantially higher with 85.92 points out of a possible 100. The bid summary is attached. Although the vendor selected, UMass DES, had been providing disability determination services since 2008, the Department of Health and Human Services decided to issue a new Request for Proposal this year to solicit other vendors and pricing that may be advantageous to the State.

Performance metrics are included in the scope of this contract relative to the timely completion of decisions to ensure federal compliance and the quality of the reviews performed. Case decisions will be measured for quality, accuracy, and completeness based upon quarterly random sampling of completed cases. The contractor has met or exceeded performance criteria during the prior contract periods.

In accordance with Section 1903(a)(2) of the Social Security Act, the Department of Health and Human Services, as the State Medicaid agency, can receive Federal matching funds at an enhanced rate of 75 percent for contracted services with the U-Mass Medical School, as a public agency, for compensation of skilled professional medical personnel and their directly supporting staff. Authorization of this agreement will continue to allow 75 percent federal reimbursement rather than the standard 50 percent reimbursement for services contracted with a non-public agency.

Should Governor and Executive Council determine not to approve this request the Disability Determination Unit will not have sufficient clinical staff to make medical disability decisions within 90 days as mandated by federal and state regulations. This could subject the Department to legal action for noncompliance as has happened in the past.

Areas Served: Statewide

Source of funds: 75% federal funds and 25% general funds.

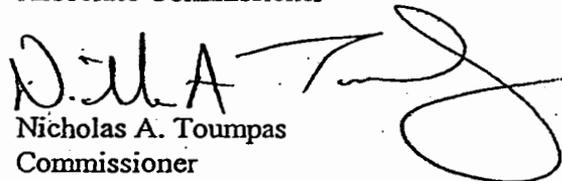
In the event that the Federal funds become no longer available, additional general funds will not be requested to support these contract services.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:

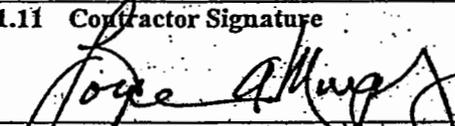
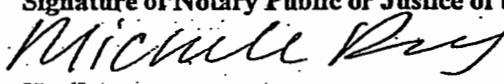
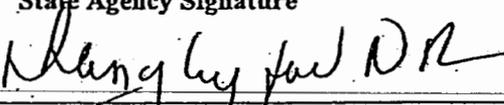
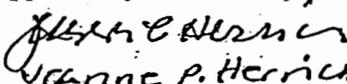


Nicholas A. Toumpas
Commissioner

Subject: Disability Determination Services**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division of Community Based Care Services Disability Determination Unit		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name University of Massachusetts Medical School		1.4 Contractor Address 11 Midstate Drive, Auburn, MA 01501	
1.5 Contractor Phone Number 774-455-8228	1.6 Account Number 05-95-95-958110-51930000- 046-500462	1.7 Completion Date 6/30/2013	1.8 Price Limitation \$411,950
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number 603-271-9410	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joyce A. Murphy, Executive Vice Chancellor	
1.13 Acknowledgement: State of <u>MA</u>, County of <u>Worcester</u> On <u>5/25</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle Roy			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Vannie P. Herrick, Attorney On: <u>30 May 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

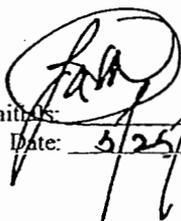
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: 
Date: 5/25/12

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

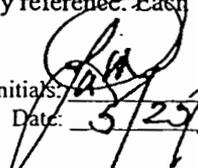
14.1 The Contractor shall, at its sole expense, obtain and maintain in force; and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: 
Date: 5/25/12

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

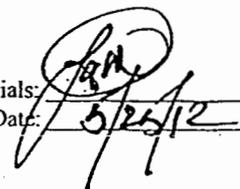
20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Handwritten signature and date: 5/25/12

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICESDATE: May 23, 2012CONTRACT PERIOD: 7/1/2012 to 06/30/2013

CONTRACTOR:

NAME: University of Massachusetts Medical SchoolADDRESS: 11 Midstate DriveAuburn, MA 01501TELEPHONE: (774) 455-8228FAX: (774) 455-8154EMAIL: Gus.Adams@umassmed.eduEXECUTIVE DIRECTOR: Gus Adams, Ph.D.

After the Disability Determination Unit (DDU) has received the application and prepared and developed the case, selected cases for APTD and MEAD, will be sent to the contractor for completion of the Medical Eligibility Review Summary (MERS)/5-Step Sequential Evaluation Process in compliance with Federal Rules 20 CFR Part 416.

The University of Massachusetts Medical School (UMass) Disability Evaluation Services (DES) will utilize Registered Nurses (RN Disability Reviewers) and Physician Advisors (both medical doctors and psychologists) to perform all five steps of the required sequential analysis. The contractor will perform the following tasks:

1. DES professional review staff will receive charts ready for completion of MERS/Sequential Evaluation. The NH DDU will log out cases and transport with a completed case log sheet in a secure manner via DES courier to site for processing.
2. DES' RN Disability Reviewer responsibilities will include the following:
 - Complete sequential evaluation with recommendation to approve or deny:
 - Fill in demographic information.

- Determine Substantial Gainful Activity (Step 1).

- List alleged impairments (per client report).
- Determine and list evidentiary documentation for severe impairments (Step 2).
- List confirmed diagnoses.
- Use current SSI listings to complete listing sections and sub-sections for each impairment, including the date(s) of relevant medical evidence and the provider's name(s) (Step 3).
- Document if the impairment(s) meet duration requirement (48 Months) (Step 3).
- If the applicant does not meet or equal a listing(s), complete applicable Residual Functional Capacity Assessment(s) (RFC).
- Document if applicant is able to perform "previous relevant work" (Step 4).
- Document if applicant able to perform "any work" (Step 5).
- Complete summary and recommendation.

3. Physician Reviewers and Psychiatrist/Psychologist Reviewers will:

- Review chart, medical records, MERS, perform RFCs as needed, and make final recommendation.
 - Summarize approval, determine and list re-review date.
 - Summarize denials, complete physician's part of RFC (physical and mental).
4. DES will provide a decision letter for each reviewed application. Denial letters will state what the alleged disability was and why it did not meet the criteria, and include information about a client's right to appeal and how to initiate an appeal, the right to represent oneself or have others, including an attorney, represent one, etc.
 5. DES reviewers and Physician Advisors involved in making determinations for this project will be available to provide input to and advise appropriate NH DDU and/or Medicaid Legal Services Unit (MLSU) staff on the specific rationale or basis for determinations (denials) made for those files that are going to appeal.
 6. DES and NH DDU will follow established procedures and forms required to reliably track and document the movement and location of all files transferred to DES as a part of this project.
 7. DES and NH DDU will identify primary contacts who can be reached to discuss and resolve any questions DES reviewers or NH DDU staff may have about the appropriate course of action on a file or other procedural or continuity issues that might arise.

8. NH DDU will provide DES with any training materials or other aids and documents used for training and/or citing operational standards for file reviews in order to support continuity of procedures and outcomes.

Page 7 of 32

9. Regular communication will be held between the DES and NH DDU staff assigned to perform the review in order to discuss any issues or concerns and address any emerging operational issues.
10. Volume projections assume that sufficient files ready for completion of MERS/Sequential Evaluation are available to DES staff within a timeframe that permits an even distribution of workload across the performance period, if possible.
11. After disability determinations have been completed, all the applicable files and relevant review materials and supporting documentation will be returned in a secure manner by DES via courier with an accompanying log to NH DDU for ongoing storage. DES will retain no applicant files once the determination has been made and the required documentation steps completed. DES will retain a copy of the MERS for each completed application to aid in communications regarding that file with NH DDU staff. However, upon completion of this project DES will either destroy or return to NH DDU all such materials.
12. DES will provide the NH DDU with consultation, training, and/or medical and psychological coverage upon request by NH DDU. Prior to any non-case review being performed, DES and the NH DDU will develop a written plan and cost for approval before delivery of any such services. The written work plan must identify scope of work, the person's name(s) that will perform the work, their certification/license, and hourly rate. The work plan must have sign off by the NH DDU administrator and DCBCS finance director.
13. DES will provide a monthly report and invoice to NH DHHS, which will include details regarding number of cases processed, and any additional services provided that have been agreed to by the DDU administrator.
14. At the end of the contract period, unless alternative arrangements have been contractually agreed upon between DES and NH DDU, DES will compile a final bill for services rendered under this agreement since the last billing, and make arrangements to return promptly all NH DDU applicant files in DES possession, including those for which file reviews are completed and those for which file reviews may not have been completed, together with a document indicating the status of the review on each file.

Performance Metrics

1. Decisions on cases shall be completed by DES no later than 30 days from the date DES receives the files. Cases extending beyond 30 days must be communicated in writing to the NH DDU administrator and include the reason for the delay.
2. Case decisions will be measured for accuracy and completeness based upon a random sample conducted by the NH DDU Review Team, which includes the NH DDU administrator, one Registered Nurse and one Physician Advisor, selected by the NH DDU administrator. Reviews will be performed on a quarterly basis and the sample will include no more than 10% of the cases filed during that quarterly period. It is expected

NH Department of Health and Human Services

Exhibit BMETHODS AND CONDITIONS OF PAYMENT

1. The Contract Price shall not exceed \$411,950. Payments shall be made during FY 2013 in accordance with the Budget attachment. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
2. Reimbursements for services provided shall be made by the State on a monthly basis after receipt and approval by the DDU Director of monthly expenditure reports submitted by the Contractor to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall be submitted no later than 30 working days after the close of the month. In addition to the monthly expenditure reports required, not later than sixty (60) days after the end of the budget period, the Contractor shall submit a final expenditure report in a form satisfactory to the State.
3. The Contractor agrees to use and apply all payments made by the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services. Allowable costs and expenses shall be determined by the State in accordance with applicable State and Federal laws and regulations.
4. The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
5. The monthly invoice from DES must detail any additional work performed outside of the case review. It must be labeled separately and identify the person's name, certification/license, nature of work and hourly rate. Use of such services by NH DDU, would decrease the number of case reviews processed under this contract, as the total cost of the contract cannot exceed the budgetary appropriation.
6. The New Hampshire Department of Health and Human Services, Division of Community Based Care Services, will pay the Contractor for a minimum of 100 completed cases monthly to enable adequate compensation for fixed costs incurred by the Contractor.
7. The contractor shall be paid \$275 per case reviewed.
8. Failure to Meet Deliverable and/or Performance Measures: DES shall comply with all contract requirements as detailed in Exhibit A. Upon determination that Contractor may not be meeting the required deliverables, NH DDU will provide written notification to DES. Within two (2) weeks of notification, DES will provide a written correction plan. NH DDU will monitor the corrective actions for 60 days. Failure to meet requirements of the corrective action plan within 60 days may result in withholding of any or all payments or termination of the contract.


 Contractor Initials:
 5/25/12
 Date:

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract 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 Contractor or Sub-Contractor.

7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than

such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be

disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, DDU, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, in whole or in part, are contingent upon the availability and continued appropriation of funds, including any subsequent changes to the appropriation or availability of funds affected by any legislative or executive action that decreases, eliminates, or otherwise alters the appropriation or availability of funding for the specific purposes of this contract, as provided for in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or reduce services under this Agreement immediately upon giving the Contractor notice of such termination or reduction. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Subparagraph 13 of the General Provisions of this Agreement is hereby amended to read:

Contractor shall comply with any and all requirements of this Agreement; in the event that the Contractor fails to comply with any such requirements, including, but not limited, to disclosure of any PHI in violation of this Agreement, the Covered Entity may pursue all available remedies, at law and in equity, including without limitation any damages or losses it suffers from Contractor's breach of this Agreement. The respective rights and obligations of Contractor under this Agreement shall survive termination of this Agreement.

This Agreement is in accordance with certain provisions of the Social Security Act, as follows:

Section 1903(a) of the Social Security Act provides for variable Federal matching rates to States for administrative functions under Medicaid;

Section 1903(a)(2) of the Act provides for Federal matching at 75 percent for compensation and training of SPMP {*Skilled Professional Medical Personnel*} and their directly supporting staff;

Section 1903(a)(2) also provides for 75 percent FFP {Federal Financial Participation} for SPMP and their directly supporting staff of other public agencies with which the Medicaid agency contracts for administration of the medical phases of the Medicaid program, and includes;

1. "Directly supporting staff" is defined by CMS as secretarial, stenographic, and copying personnel and file and records clerks who provide clerical services that directly support the responsibilities of skilled professional medical personnel, who are directly supervised by the skilled professional medical personnel, and who are in an employer-employee relationship with the Medicaid agency;
2. "Skilled professional medical personnel" is defined by CMS as physicians, dentists, nurses, and other specialized personnel who have professional education and training in the field of medical care or appropriate medical practice and who are in an employer-employee relationship with the Medicaid agency;
3. "Staff of other public agencies" is defined by CMS as skilled professional medical personnel and directly supporting staff who are employed in State and local agencies other than the Medicaid agency who perform duties that directly relate to the administration of the Medicaid program;

The New Hampshire Department of Health and Human Services (acting as the Medicaid agency) and the University of Massachusetts Medical School (acting as the other public agency) acknowledge that portions of this Agreement meet said criteria and enable the rate of 75 percent FFP for SPMP and directly supporting staff.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials:

Date: 5/25/12

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

333 South Street, Shrewsbury, MA 01545
11 Midstate Drive, Auburn, MA 01501

Check if there are workplaces on file that are not identified here.

University of Massachusetts Medical School

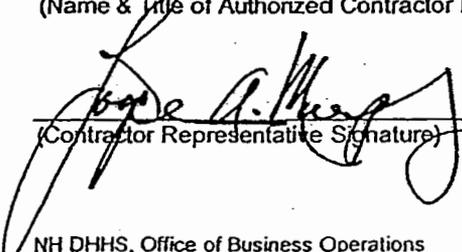
From: 7/1/2012 To: 6/30/2013

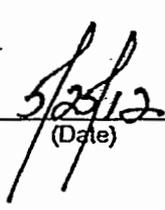
(Contractor Name)

(Period Covered by this Certification)

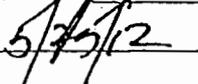
Joyce A. Murphy, Executive Vice Chancellor

(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)


(Date)

Contractor Initials 

Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

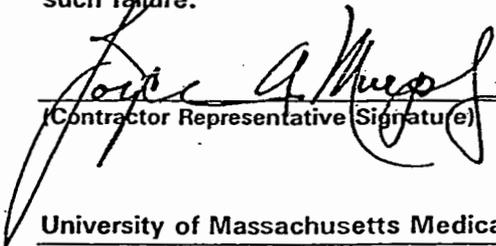
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: 07/01/12 through 06/30/13

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

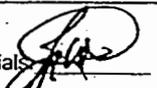
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


(Contractor Representative Signature)

Joyce A. Murphy, Executive Vice Chancellor
(Authorized Contractor Representative Name & Title)

University of Massachusetts Medical School
(Contractor Name)

(Date)

Contractor Initials: 
Date: 5/29/12

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

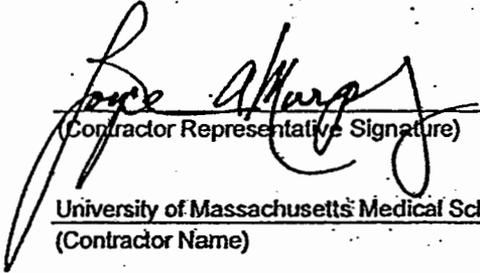
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

Joyce A. Murphy, Executive Vice Chancellor

(Authorized Contractor Representative Name & Title)

University of Massachusetts Medical School

(Contractor Name)

5/25/12

(Date)

Contractor Initials: 

Date: 5/25/12

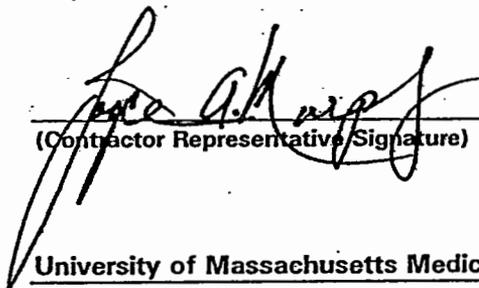
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Joyce A. Murphy, Executive Vice Chancellor

(Authorized Contractor Representative Name & Title)

University of Massachusetts Medical School

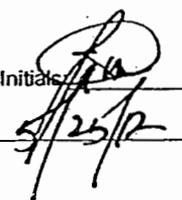
(Contractor Name)

(Date)

5/25/12

Contractor Initials

Date:



NH Department of Health and Human Services

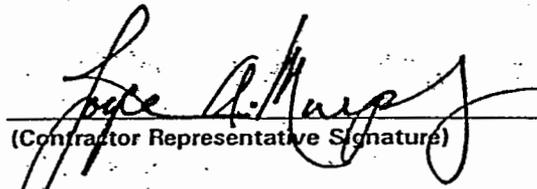
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

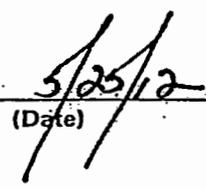


(Contractor Representative Signature)

Joyce A. Murphy, Executive Vice Chancellor
(Authorized Contractor Representative Name & Title)

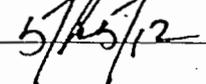
University of Massachusetts Medical School

(Contractor Name)



(Date)

Contractor Initials: 

Date: 

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. "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" 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.

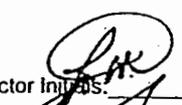
(2) Use and Disclosure of Protected Health Information.

- 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.


9/25/12

- 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.

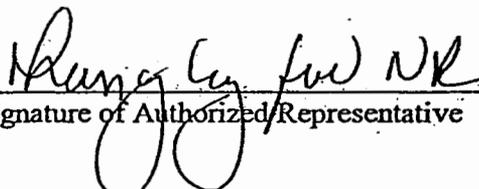
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

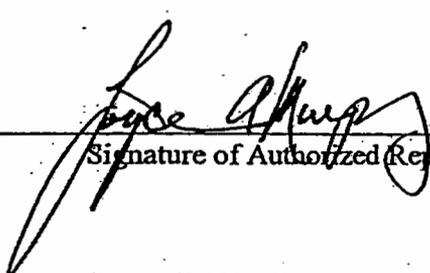
Div Comm Based Care Services

Univ of Massachusetts Medical School

The State Agency Name

Name of the Contractor


Signature of Authorized Representative


Signature of Authorized Representative

Nancy L. Rollins

Joyce A. Murphy

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

Executive Vice Chancellor

Title of Authorized Representative

Title of Authorized Representative

Date

Date

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

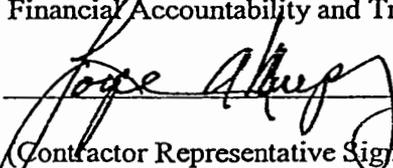
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



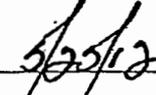
 (Contractor Representative Signature)

Joyce A. Murphy, Executive Vice Chancellor

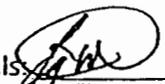
 (Authorized Contractor Representative Name & Title)

University of Massachusetts Medical School

 (Contractor Name)



 (Date)

Contractor initials 
 Date: 6/25/12
 Page # 29 of Page # 32

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 603847393

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Contractor initials: [Signature]
Date: 5/25/12
Page # 30 of Page # 32

NH Department of Health and Human Services

BUDGET

Contractor: University of Massachusetts Medical School
Services: Disability Determination Services

Cost per Case: \$275

Total Number of Cases: 1,498

Total Cost for Case Review: \$411,950

Case Cost shall be all inclusive. The contractor is responsible for all costs associated with case reviews including personnel, communication charges, transporting records, supplies and postage.