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

Nicholas A. Toumpas  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9520 1-800-852-3345 Ext. 9520  
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Diane Langley  
Director

June 5, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services to amend an existing agreement, with the University of New Hampshire. (Vendor number 177867-B046), to provide project management services necessary to advance the multiple Department program areas and within communities statewide, by adjusting certain budget line items in State Fiscal Year 2016 in order to meet specified needs, effective upon Governor and Executive Council approval. The Governor and Executive Council approved the original agreement on April 17, 2013 (Item # 50) and amended on June 4, 2014 (Item #61). This is a zero cost amendment with no change to the contract end date of June 30, 2016. 100% Federal Funds.

**05-095-095-958010-3316 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMMISSIONER, COMMUNITY BASED CARE SERVICES, BALANCING INCENTIVE PROGRAM**

| SFY  | Class/Object | Class Title                    | Activity Number | Budget   |
|------|--------------|--------------------------------|-----------------|----------|
| 2013 | 102-500731   | Contracts for Program Services | 95803316        | \$94,971 |
|      |              |                                | <b>Total:</b>   | \$94,971 |

**05-095-049-490510-29850000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS OF, HHS: HUMAN SERVICES, CHILD PROTECTION, PROMOTING SAFE AND STABLE FAMILIES**

| SFY  | Class/Object | Class Title                    | Activity Number    | Budget             |
|------|--------------|--------------------------------|--------------------|--------------------|
| 2014 | 102-500731   | Contracts for Program Services | 49053316           | \$ 687,191         |
| 2015 | 102-500731   | Contracts for Program Services | 42107306           | \$1,205,591        |
| 2016 | 102-500731   | Contracts for Program Services | 42107306           | \$1,222,495        |
|      |              |                                | <b>Total:</b>      | \$3,115,277        |
|      |              |                                | <b>Grand Total</b> | <b>\$3,210,247</b> |

**EXPLANATION**

The purpose of this amendment is to allow the vendor to adjust certain budget lines in order to meet contractual needs. The University of New Hampshire underestimated the salaries, employee benefits, travel, facility and administrative costs necessary for staff to fulfill the service requirement of this contract. The change has resulted in a request from the vendor to adjust the budget line items of Balancing Incentive Program (BIP) funds. The Department supports the requested adjustments.

There are no additional funds being requested in this amendment. Other than the changes outlined in the paragraph above, all other terms and conditions remain unchanged from the original agreement approved by the Governor and Executive Council on April 17, 2013 (Item # 50) and amended on June 4, 2014 (Item #61).

The University of New Hampshire provides project management services to the Department in the areas of development, implementation and monitoring of infrastructure, policy and programmatic enhancements to New Hampshire' Medicaid long-term care services and supports system. The project management services help to advance the goal of the Balancing Incentive Program which is to rebalance Medicaid spending between institutional and non-institutional long-term care by implementing structural changes to Medicaid and long term supports and services eligibility processes. These changes are anticipated to enable individuals needing long-term care through Medicaid to remain in their homes and communities to the greatest extent possible.

A request for proposals was posted on the Department of Health and Human Services website from December 7, 2012 to January 15, 2013. Although two letters of intent were submitted, one combined proposal was submitted for consideration. The five member evaluation committee, following the criteria listed in the Request for Proposals, scored the original proposal as receiving 356 out of a possible 500 points.

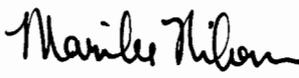
Should the Governor and Executive Council not approve this request, the vendor would not be able to meet their contractual needs which could reduce the availability, accessibility, and quality of Comprehensive Family Support Services in the Carroll County area.

Area Served: Statewide

Source of Funds: 100% Federal Funds

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

Respectfully submitted,

  
for Diane Langley  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner  
Chief Financial Officer

**AMENDMENT #2 to**  
**COOPERATIVE PROJECT AGREEMENT**  
between the  
STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**  
and the  
**University of New Hampshire** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 4/17/13, item # 50, for the Project titled "**Project Management Services for the Balancing Incentive Program**," Campus Project Director, **Sue Fox**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

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

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: budget revision

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

- Article A. is revised to replace the State Department name of \_\_\_\_\_ with \_\_\_\_\_ and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B. is revised to replace the Project End Date of \_\_\_\_\_ with the revised Project End Date of \_\_\_\_\_, and Exhibit A, article B is revised to replace the Project Period of \_\_\_\_\_ – \_\_\_\_\_ with \_\_\_\_\_ – \_\_\_\_\_.
- Article C. is amended to expand Exhibit A by including the proposal titled, " \_\_\_\_\_ ," dated \_\_\_\_\_.
- Article D. is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to \_\_\_\_\_.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F. is amended to add funds in the amount of \$ \_\_\_\_\_ and will read:  
Total State funds in the amount of \$ \_\_\_\_\_ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:  
Campus will cost-share \_\_\_\_\_ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:  
Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. \_\_\_\_\_ from \_\_\_\_\_ under CFDA# \_\_\_\_\_. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached

to this document as **revised Exhibit B**, the content of which is incorporated herein as a part of this Project Agreement.

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

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

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

- Article H. is amended such that:

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

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

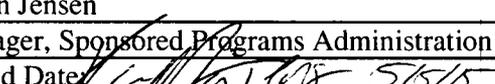
All other terms and conditions of the Cooperative Project Agreement remain unchanged.

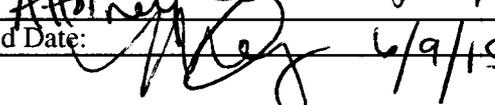
This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes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

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

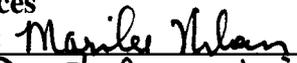
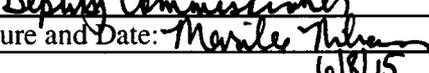
IN WITNESS WHEREOF, the following parties agree to this **Amendment #2** to the Cooperative Project Agreement.

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

Name: Karen Jensen  
Title: Manager, Sponsored Programs Administration  
Signature and Date:  5/5/15

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**  
Name:  Megan A. Yopl  
Title: Attorney  
Signature and Date:  6/9/15

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

Name:   
Title: Deputy Commissioner  
Signature and Date:  6/8/15

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature and Date: \_\_\_\_\_

**EXHIBIT A**

**A. Project Title:**

**B. Project Period:**

**C. Objectives:**

**D. Scope of Work:**

**E. Deliverables Schedule:**

**F. Budget and Invoicing Instructions:** Budget revised as follows:

| Budget Items                | Original Budget | Revision this Amendment | New Approved Budget |
|-----------------------------|-----------------|-------------------------|---------------------|
| 1. Salaries & Wages         | 1,212,345       | 404,365                 | 1,616,710           |
| 2. Employee Fringe Benefits | 484,246         | 100,393                 | 584,639             |
| 3. Travel                   | 38,400          | 20,196                  | 58,596              |
| 4. Supplies and Services    | 1,090,261       | -553,170                | 537,091             |
| 5. Equipment                | 0               | 0                       | 0                   |
| 6. Facilities & Admin Costs | 384,995         | 28,216                  | 413,211             |
| Subtotals                   | 3,210,247       | 0                       | 3,210,247           |
| Total Project Costs:        |                 |                         | 3,210,247           |

5/27

4/27  
6/1



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

Nicholas A. Toumpas  
Commissioner

Diane Langley  
Director  
Sheri L. Rockburn  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9410 1-800-852-3345 Ext. 9410  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 6, 2014

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

sole source

**REQUESTED ACTION**

100% federal funds

Authorize the Department of Health and Human Services, Division of Community Based Care Services, to enter into a **sole source** amendment to an existing agreement, Purchase Order number 1029428, with the University of New Hampshire, vendor number 177867-B046, to provide project management services necessary to advance the Balancing Incentive Program (BIP) in multiple Department program areas and within communities statewide by increasing the price limitation \$2,428,086, from \$782,162 to an amount not to exceed \$3,210,247 effective July 1, 2014, or date of Governor and Executive Council approval, whichever is later, through June 30, 2016. This agreement was approved by Governor and Executive Council on April 17, 2013, item number 50. Funds to support this request in state fiscal year 2015 are available in the following account and are anticipated to be available in state fiscal year 2016 based upon the availability and continued appropriation of funds in the future operating budget:

**05-95-95-958010-3316 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:COMMISSIONER, COMMUNITY BASED CARE SERVICES, BALANCING INCENTIVE PROGRAM**

| Fiscal Year | Class/Object | Class Title                | Current Modified Amount | Increase Amount | Revised Modified Amount |
|-------------|--------------|----------------------------|-------------------------|-----------------|-------------------------|
| 2013        | 102-500731   | Contracts for Program Svcs | \$ 94,971               | \$ 0            | \$ 94,971               |

**05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DIV OF COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP**

| Fiscal Year | Class/Object | Class Title                | Current Modified Amount | Increase Amount | Revised Modified Amount |
|-------------|--------------|----------------------------|-------------------------|-----------------|-------------------------|
| 2014        | 102-500731   | Contracts for Program Svcs | \$687,191               | \$ 0            | \$ 687,191              |
| 2015        | 102-500731   | Contracts for Program Svcs | \$ 0                    | \$1,205,591     | \$1,205,591             |
| 2016        | 102-500731   | Contracts for Program Svcs | \$ 0                    | \$1,222,495     | \$1,222,495             |
|             |              |                            | \$687,191               | \$2,428,086     | \$3,115,277             |
|             |              | <b>Total</b>               | \$782,162               | \$2,428,086     | \$3,210,247             |

## EXPLANATION

This request is **sole source** because even though it was stated in the Request for Proposal that the Department would allow for renewal of the contract at their discretion, the renewal language was inadvertently left out of the original agreement.

The purpose of this request is to continue the provision of project management services to the Division of Community Based Care Services in the areas of development, implementation and monitoring of infrastructure, policy and programmatic enhancements to New Hampshire's Medicaid long-term care services and supports system.

A request for proposals was posted on the Department of Health and Human Services website from December 7, 2012 to January 15, 2013. Although two letters of intent were submitted, one combined proposal was submitted for consideration. The five member evaluation committee, following the criteria listed in the Request For Proposals, scored the original proposal as receiving 356 out of a possible 500 points.

The goal of the Balancing Incentive Program (BIP) is to re-balance Medicaid spending between institutional and non-institutional long-term care by providing additional FMAP to states who implement required structural changes to their Medicaid and long term supports and services eligibility processes. These changes are anticipated to enable individuals needing long-term care through Medicaid to remain in their homes and communities to the greatest extent possible (while keeping institutional services available when they are needed).

Through a collaborative partnership between the Department, consumers, families, caregivers, and providers, a statewide system is being developed. BIP will improve availability of information about community long-term care services and supports, streamline application and eligibility determination processes, assist those applying for services, and strengthen the existing eligibility infrastructure across the long-term system of care. These efforts are building on New Hampshire's successes over the last 30 years, leveraging the strengths of our current agencies and providers, and actively collaborating with a number of Department and stakeholder initiatives going forward.

The University of New Hampshire, as the Project Management Entity for BIP, will support the Department by providing technical assistance, capacity and experience, collaborating with the Department and external stakeholders, and operating under the direction of the Department, to fulfill the following responsibilities:

- Performance of project management services.
- Coordination of the planning, development and implementation of infrastructure enhancements.
- Coordination of specific training activities.
- Provision of fiscal intermediary services.

Over the course of the past two years, the University has successfully addressed the responsibilities identified in the current contract. This partnership has resulted in the accomplishment of a number of key deliverables including design of the general no wrong door structure, informational website and materials, proposed advertising plan and a core standardized assessment. This new agreement will

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 6, 2014  
Page 3

enable the Department of Health and Human Services to continue to obtain the support from the University by performing the identified duties and responsibilities to advance the development and implementation of the Balancing Incentive Program required infrastructure changes.

The increase in the agreement amount is due to operationalizing the federal infrastructure deliverables which must be completed no later than September 30, 2015. The work being done is transitioning from a planning stage to an implementation stage. These required infrastructure deliverables include but are not limited to piloting of eligibility coordinators who assist individuals throughout the community long term service and supports application process, an automated screening, community outreach and education activities, staff training, and a regional collaborative among providers. While the infrastructure requirements must be complete by September 30, 2015, states will be permitted to utilize those Balance Incentive Program enhanced FMAP funds received after September 30, 2015 through June 30, 2016 on activities aligned with the goals of the program.

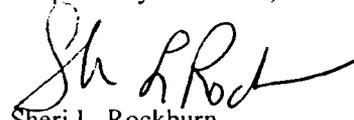
Should Governor and Executive Council determine not to approve this request, the Department will lack resources to fully implement the infrastructure changes required through BIP. This will result in more individuals in need of long-term care being unable to access needed services and supports in their communities, resulting in increased utilization of higher cost institutional services. In addition, a certain number of people currently being cared for in institutional settings will have to remain in those settings, due to the continued shortage of available community services and supports that could fulfill their needs.

Area served: statewide.

Source of funds: 100% Federal Funds.

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

Respectfully submitted,

  
Sheri L. Rockburn  
Director

Approved by:   
Nicholas A. Toumpas  
Commissioner

AMENDMENT #01 to  
COOPERATIVE PROJECT AGREEMENT

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

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on 4/17/13, item # 50, for the Project titled "**Project Management Services for the Balancing Incentive Program,**" Campus Project Director, **Sue Fox**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

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

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other: Provide additional funding from State and extend Project Period end date.

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

- Article A. is revised to replace the State Department name of \_\_\_\_\_ with \_\_\_\_\_ and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B. is revised to replace the Project End Date of **06/30/14** with the revised Project End Date of **06/30/16**, and Exhibit A, article B is revised to replace the Project Period of **Governor and Council Approval – 06/30/14** with **04/17/13 – 06/30/14**.
- Article C. is amended to add Exhibit A by including the proposal titled, " \_\_\_\_\_ ," dated \_\_\_\_\_.
- Article D. is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to \_\_\_\_\_.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F. is amended to add funds in the amount of **\$2,428,086** and will read:  

Total State funds in the amount of **\$3,210,247** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:  

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

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. \_\_\_\_\_ from \_\_\_\_\_ under CFDA# \_\_\_\_\_. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached

to this document as **revised** Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

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

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

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

- Article H. is amended such that:

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

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

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

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

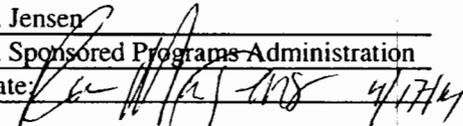
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

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

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

Name: Karen M. Jensen

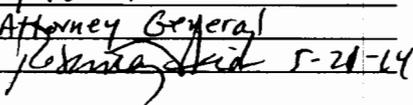
Title: Manager, Sponsored Programs Administration

Signature and Date:  4/17/14

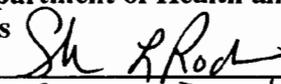
**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: Rosemary Wiant

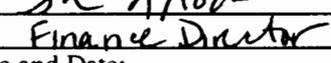
Title: Assistant Attorney General

Signature and Date:  5-21-14

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

Name: 

Title: Finance Director

Signature and Date:  5/13/14

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

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

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

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

## EXHIBIT A

**A. Project Title:** Project Management Services for the Balancing Incentive Program

**B. Project Period:** 04/17/13 - 06/31/16

**C. Objectives:**

**D. Scope of Work:**

### 3.1 Overview

The contractor (referred to in this Exhibit as the Project Management Entity or PME) will provide project management services necessary to advance the Balancing Incentive Program (BIP) in multiple DHHS program areas and within the community by assisting in the development, implementation and monitoring of infrastructure, policy and programmatic enhancements to New Hampshire's Medicaid long-term care services and supports system.

In order to meet the priorities and goals of BIP, the PME will work collaboratively with DHHS and external stakeholders. Unless clearly stated otherwise, the term "stakeholders" includes consumers, family members, caregivers, community partners and providers. DHHS is committed to representation by and involvement of stakeholders in all aspects of BIP and requires the PME to practice this same commitment.

The PME shall be accountable to and operate under the direction of DHHS. The PME shall support DHHS by providing technical assistance, capacity and experience to fulfill the responsibilities identified in this Exhibit. These responsibilities include, but are not limited to:

- Performance of project management services.
- Coordination of the planning, development and implementation of NH BIP Work Plan and CMS deliverables.
- Coordination of specified training initiatives.
- Coordination of community services and supports initiatives as requested by DHHS.
- Fiscal intermediary services for all BIP funds disbursed to the project management entity as well as to PME subcontractors and all contracts awarded for BIP deliverables and initiatives.

Further details are set out in the following sections.

#### 3.1.1. Project Management Services

The PME will provide project management services including, but not limited to the following:

- Coordinating the planning, development and implementation of deliverables identified by DHHS as necessary to support and implement BIP initiatives.
- Establishing collaborative relationships with DHHS and stakeholders throughout the state and fully engaging DHHS and stakeholders in efforts related to BIP deliverables and initiatives as directed by DHHS. Unless clearly stated otherwise, "stakeholders" include consumers, family members, caregivers, community partners and providers.
- Planning, scheduling, convening, facilitating, participating in, and providing technical assistance and support for meetings of BIP committees and workgroups.
  - The PME will prepare and distribute notes from meetings of all BIP committees and workgroups.
- Preparing or compiling all documents and materials necessary to respond to requests from DHHS.

- Coordinating project proposals and requests for BIP funding, including receipt, organization and review of proposals and requests, along with meetings and any other activities associated with proposals and requests. Proposals and requests will cover activities necessary to fulfill the NH BIP Work Plan objectives, a variety of training efforts, and initiatives related to enhancing long-term care services and supports in community settings.
  - For proposals received and requests approved by DHHS (prior to and after the initiation of this contract) the PME will develop, issue and coordinate review of RFP's, develop and award contracts pursuant to DHHS approval, disburse and track funds, monitor implementation and progress of awarded initiatives, and track performance indicators and outcomes measures.
  - In instances when there is a potential for conflict of interest, the PME will not participate in these activities.
  - To maximize transparency and accountability, every RFP developed by the PME shall include relevant materials regarding work done by BIP committees, workgroups or staff.
    - RFP's for the NH BIP Work plan shall include relevant deliverables, both submitted and in progress, along with notes from groups working on the deliverables.
    - RFP's for training initiatives shall include materials reflecting any training models or evidence-based practices that DHHS is seeking.
    - RFP's for community services and supports initiatives shall include all submission and review documents, along with notes from any groups or committees that have considered the specific initiative going out to bid.
    - RFP's for information technology shall include materials relevant to the background and considerations that lead to the need for and decision to go out to bid.
- Assisting in analysis, development, and review of budgets for approved proposals and requests.
- Collaborating with DHHS to ensure coordination and integration of BIP and other projects related to enhancing community-based long-term services and supports, with the overall DHHS plan for long-term care. These projects include initiatives designed to reduce unnecessary utilization of institutional care and make those in need of Medicaid long-term services and supports more aware of less restrictive and lower-cost alternatives to receive care in community settings.
- Assisting DHHS in working with CMS and other federal agencies to identify opportunities to leverage other programs whose goals are aligned with BIP and to secure authorization to utilize revenue enhancement strategies and other funding sources to support the structural requirements of BIP. The PME will focus on opportunities to create an integrated long-term supports and services system that leverages other opportunities that DHHS is participating in. These efforts will not preclude, but will have a higher priority than procuring new grants, unless agreed upon by DHHS.
- Assisting in development and submission of BIP updates, documentation and reports to DHHS and CMS as required.
- Collaborating with DHHS to identify and collect data for qualitative and quantitative performance measures and outcomes. These measures and outcomes will be developed for each infrastructure deliverable set out in the detailed project plan, as well as each training initiative and community services and supports initiative. These measures and outcomes will be set out in the plan for performance monitoring.
- Design a tracking system under the direction of DHHS to evaluate BIP efforts and document their impact on access to Medicaid community-based long-term services and supports, including but not limited to:
  - The timeframes from first calls to eligibility determination;
  - How long it takes applicants to receive an eligibility determination decision;
  - Eligibility coordinator contacts, issues, barriers, resolutions, and timeframes; and

- What issues the eligibility coordinators have to address in order to facilitate eligibility determinations and who they contact to address them.
- Providing technical assistance and support necessary to analyze, define, develop, test, and implement necessary business requirements. This includes assistance in developing and implementing a procurement strategy for information technology services needed to implement the required structural changes. These efforts will be in accordance with DHHS and DoIT guidelines and requirements.
- Ensuring that all CMS deliverables and NH BIP Work plan requirements are met and invoices for all projects are appropriately processed no later than September 30, 2015.

Detailed Project Plan: CACL will maintain and update a detailed project plan.

Performance Monitoring: DHHS will monitor this contract via performance measures. The PME, in conjunction with DHHS, will continue performance monitoring efforts initiated under the FY13-14 contract with revisions as necessary. This plan will cover performance objectives and requirements and serve to assess the effectiveness of each project and for project management services overall. This information will be routinely communicated to DHHS and stakeholders.

Meetings and Communication with DHHS: The PME will be required to participate in meetings with DHHS (on at least a monthly basis or more frequently, as required by DHHS) to discuss planning, progress, challenges, opportunities, and options regarding all BIP-related tasks and activities. Meetings will be conducted in-person at DHHS. In certain circumstances, phone meetings or meetings via videoconferencing may be substituted for in-person meetings if approved by the BIP Project Manager. The PME will designate a liaison to DHHS, whose primary office location will be provided by and located at DHHS. The liaison will provide day-to-day support to the DHHS BIP management team.

Revisions or Modifications: During the course of this project period it may be necessary to revise or modify the tasks and deliverables designed to meet the objectives identified in this Exhibit. DHHS staff will work with the PME to develop a mutually agreed upon solution that takes into consideration staff resources and reasonable timelines for completion. The above-mentioned project plan will be adjusted accordingly, but in no case will timelines extend beyond the BIP project period.

### ***3.1.2. NH BIP Work plan Deliverables***

The PME, as directed by DHHS, will support development and implementation of the infrastructure enhancements required under the NH BIP Work plan.

The specific NH BIP Work plan deliverables will be included in the detailed project plan. For each major objective and task, the project plan will identify necessary activities, timelines for completion, assigned resources, and expected deliverable outcomes.

The PME will support these efforts through:

- Continuing infrastructure efforts initiated prior to approval of this contract.
- Leveraging existing partners to create a single statewide network for all long-term services and supports.
- Establishing collaborative relationships with DHHS, No Wrong Door partners (as identified by our federal partners), and stakeholders throughout the state and fully engaging DHHS, No Wrong Door partners, and stakeholders. Unless clearly stated otherwise, "stakeholders" include consumers, family members, caregivers, community partners and providers.

- Working with NWD partners and stakeholders to fully implement the envisioned NWD system, including the formation of formal and informal partnerships.
- Assisting in the creation and implementation of a social marketing plan to generate understanding and enhance utilization of Medicaid non-institutional long-term services and supports as appropriate options for individuals in need of long-term care and at risk of having to receive needed services and supports in institutional settings.
  - The plan will include materials and a curriculum to educate individuals; their family members, caregivers, providers, community agencies and DHHS staff about community services and supports options.
- Conducting the design and delivery of BIP-related functional and financial eligibility determination and enrollment processes, tools, and information required by CMS and approved by DHHS.
  - Documenting all processes for the purposes of developing business rules and preparing training materials and curricula.
  - The PME will leverage the expertise acquired and materials prepared to develop and conduct statewide trainings.
  - At such time as DHHS is prepared to automate these processes, providing technical assistance and support necessary to analyze, define, develop, test and implement necessary business rules and develop a procurement strategy for IT services needed to implement the required structural changes. These efforts will be in accordance with DHHS and DoIT guidelines and requirements.
- *Defining infrastructure costs for No Wrong Door partners to implement the final detailed system design.*
- *Collaborating with DHHS to design, develop business rules, and review available PME and DHHS expertise and resources to inform DHHS decisions regarding whether infrastructure deliverables shall be developed and implemented utilizing existing resources or whether the PME will be directed to subcontract with a qualified vendor.*
  - DHHS anticipates that the PME will outsource the printing of informational materials, advertising plan development, and website development.
- Identifying, analyzing, and providing information on best practices relevant to planning, developing and implementing required infrastructure changes.
- Collaborating with DHHS to identify, collect and monitor qualitative and quantitative performance measures and outcomes. These measures and outcomes will be developed for each infrastructure deliverable. These measures and outcomes will be set out in the plan for performance monitoring.

### 3.1.3. Training Initiatives

The PME will develop, or procure as necessary and approved by DHHS, resources to provide in person and web-based trainings to support individuals, families, caregivers, providers, and staff in utilizing practices that are proven to be successful in keeping those in need of long-term care services and supports in their communities and out of institutions. This includes NH BIP Work plan, core competency, and community training needs. Web-based and train-the-trainer models will be pursued in order to advance sustainability of trainings.

Further, the infrastructure changes to be implemented through the NH BIP Work plan will require various levels of training for both DHHS staff and providers in the community. The PME will work with DHHS, No Wrong Door partners, and stakeholders to develop and implement a comprehensive plan to train DHHS staff, No Wrong Door partners, and stakeholders on various policy and system changes. In addition, the PME will work with the BIP project team to identify, develop and provide necessary updates

to the functional assessment policies and procedures, including training on the use of and electronic access to the modified assessment tools.

The PME will support training efforts through:

- 
- Establishing collaborative relationships with DHHS, No Wrong Door partners, and stakeholders throughout the state and fully engaging DHHS, No Wrong Door partners, and stakeholders. Unless clearly stated otherwise, “stakeholders” include consumers, family members, caregivers, community partners and providers.
- Coordinating all aspects of training initiatives, either through directly developing and conducting training activities or through subcontracting with qualified trainers, as identified in the detailed project plan.
- Providing logistical supports to plan, set up, and conduct face-to-face trainings, including coordination with trainers, provision of materials, identification, communication with and registration of potential attendees, as well as all on-site logistics.
- Identifying the technology needs and procuring qualified providers to make trainings available as web-based products and train-the-trainer models, including interactive functionality and capability to conduct testing/certification of trainees as appropriate.
- Providing technical assistance in developing a new training framework and outcomes driven system to support the implementation of the BIP.
- Collaborating with DHHS to identify, collect and monitor qualitative and quantitative performance measures and outcomes for each training initiative. These measures and outcomes will be set out in the plan for performance monitoring.

#### ***3.1.4. Community Supports and Services Initiatives***

The PME will provide technical assistance to DHHS, as requested, to enhance the long-term services and supports infrastructure in New Hampshire to achieve long-term improvement resulting in an efficient and effective system of access to care. The PME will work with DHHS and stakeholders to leverage structural changes and trainings in order to improve access to community-based long-term services and supports to allow those needing long-term care through Medicaid to remain in their communities to the greatest extent possible (while keeping institutional services available when they are necessary).

The PME will provide technical assistance to DHHS and other stakeholders to strengthen existing resources and realize new opportunities and innovative approaches to enhance access to Medicaid community-based LTSS in NH by:

- Establishing collaborative relationships with DHHS, No Wrong Door partners, and stakeholders throughout the state and fully engaging DHHS, No Wrong Door partners, and stakeholders. Unless clearly stated otherwise, “stakeholders” include consumers, family members, caregivers, community partners and providers.

#### ***3.1.5. Fiscal Intermediary Services***

The PME will provide fiscal intermediary services for all BIP funds disbursed to the project management entity as well as to PME subcontractors and all contracts awarded for BIP deliverables and initiatives. The PME will keep detailed and accurate records of their activities and all approved projects funded using BIP funds (or any combination of BIP and other funds). The fiscal intermediary services provided through this contract will assist DHHS to efficiently and expeditiously allocate and expend the BIP funds, with the highest degree of accountability.

The PME will be responsible for management and distribution of BIP funds, including:

- Receipt of and financial accounting for the BIP funds award according to guidelines set forth by the State of NH.
- Management and payment of invoices related to BIP-funded projects.
- Financial reporting at the detail level for the PME, including all payments of funds, the uses of those funds, and balances for remaining funds.
- Financial reporting at the detail level for all funds disbursed by the PME for each BIP-funded initiative, including all payments of funds, the uses of those funds, and remaining balances for each initiative.
- Preparing and providing financial reports regarding utilization of BIP funds in accordance with a work plan and timeline approved by DHHS.
- Disbursing funds and monitoring the spending of funds by contractors.
- Compliance with state and federal BIP requirements, including those outlined in this contract and exhibits.
- Ensure that all BIP projects are completed and invoices for all projects are appropriately processed no later than June 30, 2016.
- An assurance that the PME will promptly refer to an appropriate inspector general any credible evidence that a person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving BIP funds.
- Management of Eligibility Coordinators - while CACL will recruit for these positions as well as handle all administrative tasks (including pay & benefits or contracting), the hiring decisions will be made by DHHS, these positions will report to and be supervised by DHHS, and fully accountable to DHHS for all decisions regarding these positions, including but not limited to job duties and responsibilities.

**E. Deliverables Schedule:**

**F. Budget and Invoicing Instructions:**

| Budget Items                | Original Budget | Increase<br>This Amendment | New Total |
|-----------------------------|-----------------|----------------------------|-----------|
| 1. Salaries & Wages         | 410,490         | 801,855                    | 1,212,345 |
| 2. Employee Fringe Benefits | 184,772         | 299,474                    | 484,246   |
| 3. Travel                   | 4,400           | 34,000                     | 38,400    |
| 4. Supplies and Services    | 111,393         | 978,868                    | 1,090,261 |
| 5. Equipment                | 0               | 0                          | 0         |
| 6. Facilities & Admin Costs | 71,106          | 313,889                    | 384,995   |
| Subtotals                   | 782,161         | 2,428,086                  | 3,210,247 |
| Total Project Costs:        |                 |                            | 3,210,247 |

50



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

Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9410 1-800-852-3345 Ext. 9410  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 20, 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 Care Services to enter into an agreement with the University of New Hampshire, vendor number 177867-B046, to provide project management services necessary to advance the Balancing Incentive Program (BIP) in multiple Department program areas and within communities statewide, in an amount not to exceed \$782,162.00 effective April 17, 2013, or date of Governor and Executive Council approval, whichever is later, through June 30, 2014. Funds to support this request are available in the following account with authority to adjust amounts if needed and justified between State Fiscal Years.

*100% FED*

**05-95-95-958010-3316 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:COMMISSIONER, COMMUNITY BASED CARE SERVICES, BALANCING INCENTIVE PROGRAM**

| <u>Class/Object</u> | <u>Class Title</u>             | <u>Activity Code</u> | <u>FY 2013</u> | <u>FY 2014</u> |
|---------------------|--------------------------------|----------------------|----------------|----------------|
| 102-500732          | Contracts for Program Services | 95800833             | \$94,971.00    | \$687,191.00   |

**EXPLANATION**

The purpose of this request is to provide project management resources to the Division of Community Based Care Services in the areas of development, implementation and monitoring of infrastructure, policy and programmatic enhancements to New Hampshire's Medicaid long-term care services and supports system.

The goal of the Balancing Incentive Program (BIP) is to re-balance Medicaid spending between institutional and non-institutional long-term care by enhancing access to and offerings of community-based long-term services and supports, which will allow those needing long-term care through Medicaid to remain in their homes and communities to the greatest extent possible (while keeping institutional services available when they are needed).

Through a collaborative partnership between the Department, consumers, families, caregivers and providers, a statewide system is being developed. BIP will improve information about community long-term care services and supports, streamline application and eligibility determination processes, assist those applying for services, and strengthen the existing infrastructure across the long-term system of care. BIP is working with community partners to identify needs, gaps and opportunities to improve the system of care in NH, and provide funding and support to implement local efforts that will respond to these most effectively and efficiently. Finally, BIP is funding trainings to allow providers, staff, families, and caregivers to utilize practices that are proven to be successful in keeping those in need of long-term services and supports in their communities and out of

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 20, 2013  
Page 2

institutions. All these efforts are building on New Hampshire's successes over the last 30 years, leveraging the strengths of our current agencies and providers, and actively collaborating with a number of Department and stakeholder initiatives going forward.

The University of New Hampshire, as the Project Management Entity for BIP, will support the Department by providing technical assistance, capacity and experience, collaborating with the Department and external stakeholders, and operating under the direction of the Department, to fulfill the following responsibilities:

- Performance of project management services.
- Coordination of the planning, development and implementation of infrastructure enhancements.
- Coordination of community services and supports initiatives.
- Coordination of specified training initiatives.
- Provision of fiscal intermediary services.

The University of New Hampshire was selected through a competitive bid process. A request for proposals was posted on the Department of Health and Human Services website from December 7, 2012 to January 15, 2013. Although two letters of intent were submitted, one combined proposal was submitted for consideration. The five member evaluation committee, following the criteria listed in the Request For Proposals, scored the original proposal as receiving 356 out of a possible 500 points. The Bid Summary is attached.

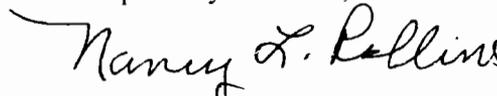
Should Governor and Executive Council determine not to approve this request, the Department will lack resources to fully implement the opportunities and enhancements made available through BIP. This will result in more individuals in need of long-term care being unable to obtain needed services and supports in their communities, resulting in increased utilization of higher cost institutional services. In addition, a certain number of people currently being cared for in institutional settings will have to remain in those settings, due to the continued shortage of available community services and supports that could fulfill their needs.

Area served: statewide.

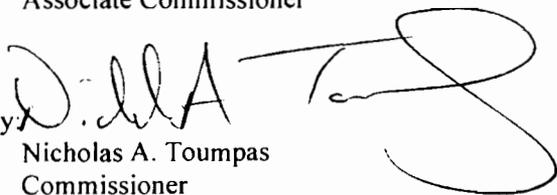
Source of funds: 100% Federal Funds.

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

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:   
Nicholas A. Toumpas  
Commissioner

| BIP PROJECT MANAGEMENT SERVICES PROPOSAL FINAL SCORES |         |                             |       |       |       |       |       |     |      |     |    |      |      |       |
|---|---------|-----------------------------|-------|-------|-------|-------|-------|-----|------|-----|----|------|------|-------|
| TOTAL   |         | RFP SECTION *               |       |       |       |       |       |     |      |     |    |      |      |       |
| RANKING   | SCORE * | ORGANIZATION                | I. A. | I. B. | I. C. | I. D. | I. E. | II. | III. | IV. | V. | VI.  | VII. | VIII. |
| 1   | 356     | University of New Hampshire | 35    | 37    | 36    | 36    | 36    | 44  | 21   | 22  | 16 | 37 # | 16   | 20    |

**RFP Sections @**

I. Technical Proposal:

- A. Project Management Services (10 points)
- B. Development and Implementation of the NH BIP Workplan Deliverables (10 points)
- C. Coordination of Specified Training Initiatives (10 points)
- D. Coordination of Community Supports and Services Initiatives (10 points)
- E. Fiscal Intermediary Services (10 points)
- II. Demonstrated Competence (10 points)
- III. Direct Experience (5 points)
- IV. References (5 points)
- V. Staffing Plan (5 points)
- VI. Budget (15 points)
- VII. Budget Narrative (5 points)
- VIII. Overall Quality of Response to RFP (5 points)

NOTES:

- \* - The figures for each RFP Section are sums of the scores awarded by each reviewer.  
The Total Score is the sum of the combined scores for each RFP section.
- # - One reviewer did not feel qualified to evaluate the budget proposal.
- @ - The maximum points value for each section is indicated in parantheses after the title of the section.

**Review Team Members**

- Nanci Collica Chair, State Behavioral Health Advisory Council (Did not score Budget section)
- Michele Harlan Program Planning & Review Specialist, Bureau of Behavioral Health, DHHS
- Jane Hybsch Administrator, Office of Medicaid Business and Policy, DHHS
- Joey Rolfe Clinical Director, Life Coping, Inc.
- Erica Ungarelli Administrator, Division for Children, Youth and Families, DHHS

**COOPERATIVE PROJECT AGREEMENT**

between the

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

and the

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

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/14**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: Project Management Services for the Balancing Incentive Program**

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

**State Project Administrator**

Name: Donald Hunter  
 Address: NH DHHS  
 Bureau of Behavioral Health  
 105 Pleasant St.  
 Concord, NH 03301-3825  
 Phone: 603-271-5049

**Campus Project Administrator**

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

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

**State Project Director**

Name: Donald Hunter  
 Address: NH DHHS  
 Bureau of Behavioral Health  
 105 Pleasant St.  
 Concord, NH 03301-3825  
 Phone: 603-271-5049

**Campus Project Director**

Name: Sue Fox  
 Address: University of New Hampshire  
 Institute on Disability  
 56 Old Suncood Rd. Suite 2  
 Concord, NH 03301  
 Phone:

Campus Authorized Official *KS*  
 Date *3/14/13*

F. Total State funds in the amount of **\$782,161** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **05-1205NHBIPP** from **Department of Health and Human Services** under CFDA# **93.778**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) **18** of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

Title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints, training materials, informational materials, brochures and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by University System employees and/or students in the performance of this Project Agreement shall be the sole and exclusive property of the State, who shall have the sole right to determine the disposition of copyrights or other rights resulting therefrom, however, that the State shall grant to the University a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data for its own non-commercial purposes.

H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.

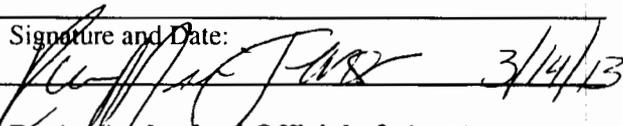
State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

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

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

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

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

Signature and Date:  
 3/14/13

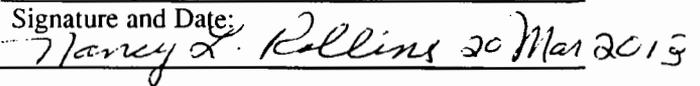
**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: Jeanne P. Herrick  
Title: Attorney  
Signature and Date:

 3/25/13

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

Name: Nancy Rollins  
Title: Associate Commissioner, Div for  
Community Based Care Services

Signature and Date:  
 20 Mar 2013

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

Name:  
Title:  
Signature and Date:

\_\_\_\_\_

## EXHIBIT A

**A. Project Title:** Project Management Services for the Balancing Incentive Program

**B. Project Period:** Governor and Council Approval - June 30, 2014

**C. Objectives:** Refer to Scope

**D. Scope of Work:**

### 3.1 Overview

The contractor (referred to in this Exhibit as the Project Management Entity or PME) will provide project management services necessary to advance the Balancing Incentive Program (BIP) in multiple DHHS program areas and within the community by assisting in the development, implementation and monitoring of infrastructure, policy and programmatic enhancements to New Hampshire's Medicaid long-term care services and supports system.

In order to meet the priorities and goals of BIP, the PME will work collaboratively with DHHS and external stakeholders. Unless clearly stated otherwise, the term "stakeholders" includes consumers, family members, caregivers, community partners and providers. DHHS is committed to representation by and involvement of stakeholders in all aspects of BIP and requires the PME to practice this same commitment.

The PME shall be accountable to and operate under the direction of DHHS. The PME shall support DHHS by providing technical assistance, capacity and experience to fulfill the responsibilities identified in this Exhibit. These responsibilities include, but are not limited to:

- Performance of project management services.
- Coordination of the planning, development and implementation of NH BIP Work Plan deliverables.
- Coordination of specified training initiatives.
- Coordination of community services and supports initiatives.
- Fiscal intermediary services for all BIP funds disbursed to the project management entity as well as to PME subcontractors and all contracts awarded for BIP deliverables and initiatives.

Further details are set out in the following sections.

#### 3.1.1. Project Management Services

The PME will provide project management services including, but not limited to the following:

- Coordinating the planning, development and implementation of deliverables identified by DHHS as necessary to support and implement BIP initiatives.
- Establishing collaborative relationships with DHHS and stakeholders throughout the state and fully engaging DHHS and stakeholders in efforts related to BIP deliverables and initiatives. Unless clearly stated otherwise, "stakeholders" include consumers, family members, caregivers, community partners and providers.
- Planning, scheduling, convening, facilitating, participating in, and providing technical assistance and support for meetings of BIP committees and workgroups.
- o The PME will prepare and distribute notes from meetings of all BIP committees and workgroups.
- Preparing or compiling all documents and materials necessary to respond to requests from DHHS and/or stakeholders.

- Preparing or compiling all documents and materials necessary to respond to requests from DHHS and/or stakeholders.
- Coordinating project proposals and requests for BIP funding, including receipt, organization and review of proposals and requests, along with meetings and any other activities associated with proposals and requests. Proposals and requests will cover activities necessary to fulfill the NH BIP Work Plan objectives, a variety of training efforts, and initiatives related to enhancing long-term care services and supports in community settings.
  - o For proposals received and requests approved by DHHS (prior to and after the initiation of this contract) the PME will develop, issue and coordinate review of RFP's, develop and award contracts pursuant to DHHS approval, disburse and track funds, monitor implementation and progress of awarded initiatives, and track performance indicators and outcomes measures.
  - o In instances when there is a potential for conflict of interest, the PME will not participate in these activities.
  - o To maximize transparency and accountability, every RFP developed by the PME shall include relevant materials regarding work done by BIP committees, workgroups or staff.
    - RFP's for the NH BIP Workplan shall include relevant deliverables, both submitted and in progress, along with notes from groups working on the deliverables.
    - RFP's for training initiatives shall include materials reflecting any training models or evidence-based practices that DHHS is seeking.
    - RFP's for community services and supports initiatives shall include all submission and review documents, along with notes from any groups or committees that have considered the specific initiative going out to bid.
    - RFP's for information technology shall include materials relevant to the background and considerations that lead to the need for and decision to go out to bid.
- Assisting in analysis, development, and review of budgets for approved proposals and requests.
- Collaborating with DHHS to ensure coordination and integration of BIP and other projects related to enhancing community-based long-term services and supports, with the overall DHHS plan for long-term care. These projects include initiatives designed to reduce unnecessary utilization of institutional care and make those in need of Medicaid long-term services and supports more aware of less restrictive and lower-cost alternatives to receive care in community settings.
- Assisting DHHS in working with CMS and other federal agencies to identify opportunities to leverage other programs whose goals are aligned with BIP and to secure authorization to utilize revenue enhancement strategies and other funding sources to support the structural requirements of BIP. The PME will focus on opportunities to create an integrated long-term supports and services system that leverages other opportunities that DHHS is participating in. These efforts will not preclude, but will have a higher priority than procuring new grants, unless agreed upon by DHHS.
- Assisting in development and submission of BIP updates, documentation and reports to DHHS and CMS as required.
- Collaborating with DHHS to identify and collect data for qualitative and quantitative performance measures and outcomes. These measures and outcomes will be developed for each infrastructure deliverable set out in the detailed project plan, as well as each training initiative and community services and supports initiative. These measures and outcomes will be set out in the plan for performance monitoring.
- Tracking BIP efforts and documenting their impact on access and availability of Medicaid community-based long-term services and supports.
- o The PME will work with DHHS and stakeholders to design and develop a dashboard to reflect long-term care and the impact of BIP on utilization of community services and supports. The PME will review and consider those data elements already available as well as additional elements not currently collected.

- Providing technical assistance and support necessary to analyze, define, develop, test, and implement necessary business requirements. This includes assistance in developing and implementing a procurement strategy for information technology services needed to implement the required structural changes. These efforts will be in accordance with DHHS and DoIT guidelines and requirements.
- Ensuring that all NH BIP Workplan requirements are met and invoices for all projects are appropriately processed no later than September 30, 2014.

Detailed Project Plan: Within 30 days of Governor and Council approval of this contract, the PME, in conjunction with DHHS, will develop a detailed project plan that identifies deliverables, assigns resources and sets reasonable timelines for completion of the deliverables. The project plan will list all major objectives and interim tasks included in the NH BIP Workplan along with training activities, the infrastructure components of community services and supports initiatives, and any additional areas agreed upon by DHHS and the PME.

Performance Monitoring: DHHS will monitor this contract via performance measures. Within 60 days of Governor and Council approval of this contract, the PME, in conjunction with DHHS, will develop a plan for performance monitoring that will list all tasks, persons responsible, and expected completion dates. This plan will cover performance objectives and requirements and serve to assess the effectiveness of each project and for project management services overall. This information will be routinely communicated to DHHS and stakeholders.

Meetings and Communication with DHHS: The PME will be required to participate in meetings with DHHS (on at least a monthly basis or more frequently, as required by DHHS) to discuss planning, progress, challenges, opportunities, and options regarding all BIP-related tasks and activities. Meetings will be conducted in-person at DHHS. In certain circumstances, phone meetings or meetings via videoconferencing may be substituted for in-person meetings if approved by the BIP Project Manager. The PME will designate a liaison to DHHS, whose primary office location will be provided by and located at DHHS. The liaison will provide day-to-day support to the DHHS BIP management team.

Revisions or Modifications: During the course of this project period it may be necessary to revise or modify the tasks and deliverables designed to meet the objectives identified in this Exhibit. DHHS staff will work with the PME to develop a mutually agreed upon solution that takes into consideration staff resources and reasonable timelines for completion. The above-mentioned project plan will be adjusted accordingly, but in no case will timelines extend beyond the BIP project period.

### 3.1.2. NH BIP Workplan Deliverables

The PME, in collaboration with DHHS, will develop and implement the infrastructure enhancements required under the NH BIP Workplan.

The specific NH BIP Workplan deliverables will be included in the detailed project plan. For each major objective and task, the project plan will identify necessary activities, timelines for completion, assigned resources, and expected deliverable outcomes.

The PME will support these efforts through:

- Continuing infrastructure efforts initiated prior to approval of this contract.

- Leveraging existing partners to create a single statewide network for all long-term services and supports.
- Establishing collaborative relationships with DHHS and stakeholders throughout the state and fully engaging DHHS and stakeholders. Unless clearly stated otherwise, “stakeholders” include consumers, family members, caregivers, community partners and providers.
- Assisting in the creation and implementation of a social marketing plan to generate understanding and enhance utilization of Medicaid non-institutional long-term services and supports as appropriate options for individuals in need of long-term care and at risk of having to receive needed services and supports in institutional settings.
- o The plan will include materials and a curriculum to educate individuals, their family members, caregivers, providers, community agencies and DHHS staff about community services and supports options.
- Conducting the design and delivery of BIP-related functional and financial eligibility determination and enrollment processes, tools, and information required by CMS and approved by DHHS.
- o Documenting all processes for the purposes of developing business rules and preparing training materials and curricula.
- o The PME will leverage the expertise acquired and materials prepared to develop and conduct statewide trainings.
- o At such time as DHHS is prepared to automate these processes, providing technical assistance and support necessary to analyze, define, develop, test and implement necessary business rules and develop a procurement strategy for IT services needed to implement the required structural changes. These efforts will be in accordance with DHHS and DoIT guidelines and requirements.
- Collaborating with DHHS to design, develop business rules, and review available PME and DHHS expertise and resources to inform DHHS decisions regarding whether infrastructure deliverables shall be developed and implemented utilizing existing resources or whether the PME will be directed to subcontract with a qualified vendor.
- o DHHS anticipates that the PME will outsource the printing of informational materials, advertising plan development, and website development.
- Identifying, analyzing, and providing information on best practices relevant to planning, developing and implementing required infrastructure changes.
- Collaborating with DHHS to identify, collect and monitor qualitative and quantitative performance measures and outcomes. These measures and outcomes will be developed for each infrastructure deliverable. These measures and outcomes will be set out in the plan for performance monitoring.

### 3.1.3. Training Initiatives

The PME will develop, or procure as necessary and approved by DHHS, resources to provide in person and web-based trainings to support individuals, families, caregivers, providers, and staff in utilizing practices that are proven to be successful in keeping those in need of long-term care services and supports in their communities and out of institutions. This includes NH BIP Workplan, core competency, and community training needs. Web-based and train-the-trainer models will be pursued in order to advance sustainability of trainings.

Further, the infrastructure changes to be implemented through the NH BIP Workplan will require various levels of training for both DHHS staff and providers in the community. The PME will work with DHHS and stakeholders to develop and implement a comprehensive plan to train DHHS staff and stakeholders on various policy and system changes. In addition, the PME will work with the BIP project team to identify, develop and provide necessary updates to the functional assessment policies

and procedures, including training on the use of and electronic access to the modified assessment tools.

The PME will support training efforts through:

- Identifying training needs in conjunction with DHHS and stakeholders.
- Establishing collaborative relationships with DHHS and stakeholders throughout the state and fully engaging DHHS and stakeholders. Unless clearly stated otherwise, “stakeholders” include consumers, family members, caregivers, community partners and providers.
- Coordinating all aspects of training initiatives, either through directly developing and conducting training activities or through subcontracting with qualified trainers, as identified in the detailed project plan.
- Providing logistical support to plan, set up, and conduct face-to-face trainings, including coordination with trainers, provision of materials, identification, communication with and registration of potential attendees, as well as all on-site logistics.
- Identifying the technology needs and procuring qualified providers to make trainings available as web-based products and train-the-trainer models, including interactive functionality and capability to conduct testing/certification of trainees as appropriate.
- Providing technical assistance in developing a new training framework and outcomes driven system to support the implementation of the BIP.
- Collaborating with DHHS to identify, collect and monitor qualitative and quantitative performance measures and outcomes for each training initiative. These measures and outcomes will be set out in the plan for performance monitoring.

### 3.1.4. Community Supports and Services Initiatives

The PME will coordinate the development of a long-term services and supports infrastructure in New Hampshire to achieve long-term improvement resulting in an efficient and effective system of care. The PME will work with DHHS and stakeholders to leverage the structural changes and trainings that have been implemented in order to improve access to and availability of community-based long-term services and supports to allow those needing long-term care through Medicaid to remain in their communities to the greatest extent possible (while keeping institutional services available when they are necessary).

The PME will provide technical assistance to DHHS and other stakeholders to strengthen existing resources and realize new opportunities and innovative approaches to enhance Medicaid community-based LTSS in NH by:

- Developing a community long-term services and supports transformation plan. This effort will include:
  - o Reviewing previous efforts and existing plans developed by stakeholder organizations and DHHS program areas.
  - o Working with DHHS and stakeholders to identify needs, gaps, barriers and opportunities in the current system, along with options to address them.
  - o Identifying resources that could be shifted from current uses into more productive uses.
  - o Working with DHHS and stakeholders to develop strategies and inform long-term care systems transformation efforts.
- Establishing collaborative relationships with DHHS and stakeholders throughout the state and fully engaging DHHS and stakeholders. Unless clearly stated otherwise, “stakeholders” include consumers, family members, caregivers, community partners and providers.

- Coordinating the consideration of project proposals and requests for BIP funding, including receipt and organization of submissions, facilitating review and stakeholder involvement, and providing support for the DHHS decision-making process to approve/disapprove proposals and requests.
- Following approval of proposals or requests by DHHS develop, issue and review RFP's, develop and award contracts, disburse and track funds, and monitor implementation and progress of awarded initiatives.
- Collaborating with DHHS to identify, collect and monitor qualitative and quantitative performance measures and outcomes. These measures and outcomes will be developed for each approved community services and supports initiative. These measures and outcomes will be set out in the plan for performance monitoring.

### 3.1.5. Fiscal Intermediary Services

The PME will provide fiscal intermediary services for all BIP funds disbursed to the project management entity as well as to PME subcontractors and all contracts awarded for BIP deliverables and initiatives. The PME will keep detailed and accurate records of their activities and all approved projects funded using BIP funds (or any combination of BIP and other funds). The fiscal intermediary services provided through this contract will assist DHHS to efficiently and expeditiously allocate and expend the BIP funds, with the highest degree of accountability.

The PME will be responsible for management and distribution of BIP funds, including:

- Receipt of and financial accounting for the BIP funds award according to guidelines set forth by the State of NH.
- Management and payment of invoices related to BIP-funded projects.
- Financial reporting at the detail level for the PME, including all payments of funds, the uses of those funds, and balances for remaining funds.
- Financial reporting at the detail level for all funds disbursed by the PME for each BIP-funded initiative, including all payments of funds, the uses of those funds, and remaining balances for each initiative.
- Preparing and providing financial reports regarding utilization of BIP funds in accordance with a work plan and timeline approved by DHHS.
- Disbursing funds and monitoring the spending of funds by contractors.
- Compliance with state and federal BIP requirements, including those outlined in this contract and exhibits.
- Ensure that all BIP projects are completed and invoices for all projects are appropriately processed no later than September 30, 2014.
- An assurance that the PME will promptly refer to an appropriate inspector general any credible evidence that a person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving BIP funds.

**D. Deliverables Schedule:** Refer to Scope

**F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 90 days after the Project Period end date.

| Budget Items                | State Funding | Total   |
|-----------------------------|---------------|---------|
| 1. Salaries & Wages         | 410,490       | 410,490 |
| 2. Employee Fringe Benefits | 184,772       | 184,772 |
| 3. Travel                   | 4,400         | 4,400   |
| 4. Supplies and Services    | 111,393       | 111,393 |
| 5. Equipment                | 0             | 0       |
| 6. Facilities & Admin Costs | 71,106        | 71,106  |
| Subtotals                   | 782,161       | 782,161 |
| Total Project Costs:        |               | 782,161 |

## EXHIBIT B

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

Special Federal provisions are listed here:  None or



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

DONALD S. HILL  
 Commissioner  
 (603) 271-3201

September 27, 2002

*Approved*  
 3-2  
 11/13/02

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

**REQUESTED ACTION**

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

**EXPLANATION**

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

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

Respectfully submitted,

Donald S. Hill, Commissioner  
 Department of Administrative Services

DSH/cw

Attachments

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

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

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

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

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

1. COOPERATIVE PROJECT AGREEMENT

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

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

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

## 2. PROJECT ADMINISTRATORS

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

## 3. PROJECT DIRECTORS

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

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

## 4. INDEPENDENT CAPACITY

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

## 5. CHANGES

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

## 6. NON-APPROPRIATION OF FUNDS

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

## 7. PROJECT COSTS

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

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

## 8. COST SHARING

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

## 9. INVOICES AND PAYMENTS

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

## 10. FISCAL RECORDS AND AUDIT

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

## 11. SUBCONTRACTS

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

## 12. SUBLETTING, ASSIGNMENT OR TRANSFER

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

## 13. EQUAL EMPLOYMENT OPPORTUNITY

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

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

## 14. TERMINATION

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

## 15. LIABILITY

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

## 16. ADDITIONAL PROVISIONS AND ORDER OF PRECEDENCE

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

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

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

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

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

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

## 20. CERTIFICATIONS AND DOCUMENTS

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

### A. STATUS

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

### B. SIGNATURE AUTHORITY

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

### C. INSURANCE

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

### D. FINANCIAL AND AUDIT DOCUMENTS

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

## 17. EQUIPMENT

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

## 18. INTELLECTUAL PROPERTY

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

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

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

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

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

- University System Annual OMB Circular A-133 Audit.

E. FEDERAL CERTIFICATIONS – FILED ANNUALLY

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

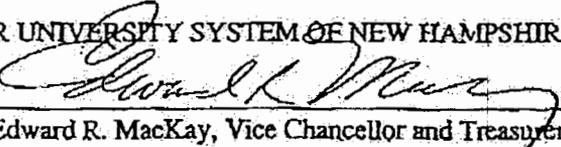
F. OTHER

- Names of University System Board of Trustees

21. APPROVALS AND AMENDMENTS

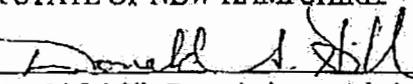
This Master Agreement is hereby approved and effective as of the date of the last signature below by an authorized representative of the University System of New Hampshire, State of New Hampshire, and Governor and Executive Council. Any amendments to this Master Agreement must be approved in writing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

FOR UNIVERSITY SYSTEM OF NEW HAMPSHIRE:

By   
Edward R. MacKay, Vice Chancellor and Treasurer

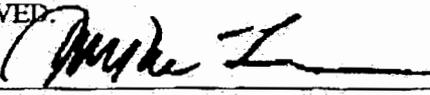
9/16/02  
Date

FOR STATE OF NEW HAMPSHIRE:

By   
Donald S. Hill, Commissioner, Administrative Services

9/27/02  
Date

APPROVED:

By   
For New Hampshire Office of the Attorney General

9-18-02  
Date

APPROVED:

By \_\_\_\_\_  
For New Hampshire Governor and Executive Council

\_\_\_\_\_  
Date