



Jeffrey A. Meyers
Commissioner

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

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12 Bawls

May 20, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services to enter into a **sole source** agreement with the University of New Hampshire (Vendor # 177867), 51 College Rd. Hewitt Hall, Durham, NH for the provision of technical assistance and coordination of services necessary to advance the No Wrong Door infrastructure in an amount not to exceed \$378,313 effective July 1, 2016 or upon Governor and Executive Council, whichever is later, through September 30, 2017. 100% Federal Funds.

Funds to support this request are available in the following accounts in State Fiscal Years 2017 and anticipated to be available in State Fiscal Year 2018, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

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

State Fiscal Year	Class/Object	Class Title	Activity Code	Amount
2017	072-500575	Grants Federal		\$202,643
2018	072-500575	Grants Federal		\$6,173
			Subtotal:	\$208,816

05-95-49-49050000-29850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF COMMUNITY BASED CARE SERVICES, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

State Fiscal Year	Class/Object	Title	Activity Code	Amount
2017	102-500731	Contracts for Program Services	49053318	\$169,497
			Subtotal:	\$169,497
			Contract Total:	\$378,313

EXPLANATION

This request is **sole source** because between 2003 and 2012 the University of New Hampshire was the grantee for Aging and Disability Resource Center/No Wrong Door development. In 2012 the federal government required awards go to state agencies. Because of their 9-year history as a direct grantee of the award, the University of New Hampshire was uniquely positioned to continue the work due to its direct involvement in the program since 2003 and a sole source contract was awarded in 2012. The funding for this program was anticipated to expire in SFY 2016, and was recently extended for 18 months. Therefore, the Department of Health and Human Services is requesting a sole source extension for 15 months through September 30, 2017. The Department does anticipate this funding will not be reauthorized again, and wishes to take advantage of this current extension.

The purpose of this request is for the provision of technical assistance needed in the development, implementation and monitoring of the No Wrong Door infrastructure, which includes Person Centered Counseling and access to Medicaid Long Term Supports and Services.

The Administration for Community Living, the Centers for Medicare and Medicaid Services, and the Veterans Health Administration have partnered for several years to support states' efforts to develop a coordinated system that would simplify information on and access to long term supports and services. These efforts have been supported by a variety of programs, including the Aging and Disability Resource Center program, Real Choice Systems Change grants, the Balancing Incentive Program, and Veteran Directed Home and Community-Based Services. The No Wrong Door Key Elements developed by our federal partners provide the infrastructure framework for high performing No Wrong Door Systems that can enhance consumer choice and control. These key elements also support the creation of a more efficient cost effective long term supports and services program.

This agreement will allow the Department to complete the expansion of the Person Centered Options Counseling Program and the implementation of infrastructure enhancements to the No Wrong Door system, as required by the federal government. The vendor will build on previously completed deliverables by continuing to support the Department with:

- The development and implementation of Options Counseling in the No Wrong Door process.
- Specific training in and implementation of the National No Wrong Door Infrastructure and Management Tool.
- Formal partnership initiatives.
- Quality improvement initiatives.

The goal of this enhancement and expansion activity is to strengthen the person-centered access approach to programs in order to assist older adults; persons with disabilities of all ages; people with intellectual, physical, and developmental disabilities; veterans; and family caregivers, to learn about and access long term services and supports that best meet their individual needs. The person centered approach to long term services and supports will result in individuals receiving the assistance needed to remain in their homes and communities as long as possible, while keeping institutional services available only when they are needed.

Should the Governor and Executive Council determine not to approve this request, the Department will lack resources to fully implement the federal No Wrong Door Key Elements and infrastructure changes that are required for the No Wrong Door System of Access for long term supports and services, which could result in individuals who are in need of long-term care being unable to obtain long term services and supports in their communities. This could result in increased utilization of higher cost institutional services.

Areas served: Statewide

Source of Funds: 100% Federal CFDA #93.517, U.S. Department of Health and Human Services, Administration for Community Living, Affordable Care Act-Aging and Disability Resource Center (FAIN #90RO0028); CFDA #93.778 U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid, Title XIX (FAIN #05-1505NHBIPP).

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

Respectfully submitted,



Marilee Nihan, M.B.A
Deputy Commissioner

Approved by:



Jeffery A. Meyers
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

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

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Human Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **9/30/17**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Technical Assistance Services for the Enhanced Aging and Disability Resource Center Options Counseling 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: Laurie Heath
 Address: DHHS, Office of Human Services
 129 Pleasant Street
 Concord, NH 03301
 Phone: (603) 271-9068

Campus Project Administrator

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

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

State Project Director

Name: Wendi Aultman
 Address: DHHS, Office of Human Services
 129 Pleasant Street
 Concord, NH 03301
 Phone: (603) 271-9096

Campus Project Director

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

Campus Authorized Official *KJ*
 Date *5/19/16*

F. Total State funds in the amount of \$378,313 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **90RO0028 & 05-1505NHBIPP** from **U.S. DHHS, ACL, ACA-ADRC & CMS, MAP, Medicaid, Title XIX** under CFDA# **93.517 & 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

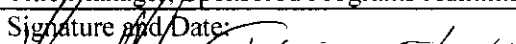
Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

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



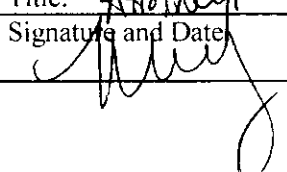
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

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


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

Name: Karen M. Jensen
Title: ~~Manager, Sponsored Programs Administration~~
Signature and Date:  5/19/16

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

Name: 
Title: 
Signature and Date:  6/12/14

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

Name: Marilee Nihan, M.B.A.
Title: Deputy Commissioner
Signature and Date:  5/31/16

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

Name: _____
Title: _____
Signature and Date: _____

EXHIBIT A

- A. **Project Title:** Technical Assistance Services for the Enhanced ADRC Options Counseling Program
- B. **Project Period:** July 1, 2016, or upon Governor and Council approval, whichever is later through September 30, 2017, with the option to extend the agreement as specified in Exhibit A-1, Section F, Other, Paragraph 1, Renewal.
- C. **Objectives:** To provide Technical Assistance Services to the Department in the areas of coordination of the development, implementation and monitoring of No Wrong Door (NWD) infrastructure enhancements.

The Campus will work collaboratively with the state and identified external stakeholders to fulfill the Department's NWD infrastructure deliverables for Person Centered Options Counseling and access to Medicaid long-term supports and services eligibility process objectives, which are:

- To improve Information about long term supports and services (including those available in local communities.
- Assist those applying for these services;
- Trained Person Centered Options Counseling workforce statewide; and
- Strengthening the existing infrastructure across the continuum of care including streamlined access and eligibility determinations for public programs through eligibility coordination.

- D. **Scope of Work:** See Exhibit A-1, Scope of Services
- E. **Deliverables Schedule:** See Exhibit A-1, Scope of Services, Section D, Deliverables Schedule
- F. **Budget and Invoicing Instructions:** See Exhibit A-1, Scope of Services, Section E, Budget and Invoicing Instructions.

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 **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. .**

**New Hampshire Department of Health and Human Services
Technical Assistance Services for the Enhanced Aging and Disability
Resource Center Options Counseling Program for No Wrong Door Infrastructure
Enhancements**



Exhibit A – 1

A. Scope of Work

1. Coordinating and supporting the implementation of the federal vision for Person Centered Options Counseling also known as ADRC Enhanced Options Counseling Program, and infrastructure enhancements in the No Wrong Door (NWD) process.
 - 1.1. Coordinating and supporting the design of deliverables to strengthen the capacity of the Person Centered Options Counseling functions such as continuation of the implementation created in 2015 to provide all persons requesting LTSS access to receive option counseling and assistance regardless of payment source, identifying and assessing existing approaches, gaps, and areas for further development, and support the enhancement NWD/ADRC Options Counseling model to all populations served by State.
 - 1.2. Coordinating all aspects for Person Centered Options Counseling training initiatives, including subcontracting with qualified trainers and handling logistics of training sessions to ensure that all Person Centered Options Counselors are trained and certified on the training and certification program the Administration for Community Living (ACL) and the State agree upon to pilot test during the project period, and the development of an in Person Centered Options Counseling training plan. Through University of New Hampshire's Office of Sponsored Research, the Campus will subcontract with qualified trainers to assist with the delivery of options counseling training. See Section D. Scope of Work; subsection 2 below for additional requirements.
 - 1.3. Assisting the State in coordinating pilot testing of the No Wrong Door System Management Tool in 2 regions of the state. This will include but not be limited to the development of protocols and processes for data collection. Other data collection requirements are subject to final decisions by the ACL.
 - 1.4. Supporting the State in establishing collaborative relationships with stakeholders throughout the State of New Hampshire to adopt a No Wrong Door Approach, (NWD) and fully engage stakeholders in educating them on the Person Centered Options Counseling initiatives and work plans; development of a stakeholder education plan. The NWD approach operationally involves a wide array of agencies and organizations in the Person Centered Options Counseling Program so it can effectively reach and serve a broad range of populations. These population groups include older adults, people with physical disabilities of all ages, people with intellectual and developmental disabilities, and individuals interested in planning and/or paying for their LTSS needs.
 - 1.5. Convening, participating in, and providing technical assistance and logistical support for meetings of Person Centered Options Counseling workgroups as well as other workgroups related to the project.
 - 1.6. Assisting the State to ensure coordination and integration of the Person Centered Options Counseling and other Federal Initiatives with the overall plan for redesigning long-term care.

**New Hampshire Department of Health and Human Services
Technical Assistance Services for the Enhanced Aging and Disability
Resource Center Options Counseling Program for No Wrong Door Infrastructure
Enhancements**



Exhibit A – 1

- 1.7. Assist the State working with Centers for Medicare and Medicaid (CMS) and other federal agencies to identify opportunities for program sustainability, and to leverage other programs whose goals are aligned with NWD/Enhanced ADRC Options Counseling.
- 1.8. Assist in the development and submission of NWD/Enhanced ADRC Options Counseling Program updates, supportive documentation and reports to DHHS and ACL as required.
- 1.9. Operate under the direction of the Department to support operationalizing streamlined access and eligibility for Medicaid LTSS through eligibility coordination as follows:
 - 1.9.1. Contractor will procure 2 FTE Eligibility Coordinators to assist the Department in providing streamlined eligibility for Medicaid LTSS;
 - 1.9.2. Eligibility Coordinators will report directly to the Division of Client Services for their day-to-day work;
 - 1.9.3. Eligibility Coordinators will maintain an individual caseload of individuals seeking to apply for Medicaid LTSS, assist client transitioning from institutions to community navigate eligibility and enrollment processes; and
 - 1.9.4. Eligibility Coordinators will spend .5 of their FTE in the Departments LTC Medical Unit and .5 FTE working in the community doing individual casework in collaboration with regional NWD Partners.
2. Coordination of Specific Training, Certification, and Formal Partnership Initiatives
 - 2.1. The Campus shall support the coordination of training, certification and formal partnerships by:
 - 2.1.1. Provide logistical support for the project workgroups working with ACL, CMS and Veteran Health Administration (VHA) to finalize a national training curriculum;
 - 2.1.2. Provide logistical support for the project workgroups working with ACL in developing a training and national certification process for Options Counseling;
 - 2.1.3. Assuring internal and external stakeholder participation in the development, implementation, and evaluation of the Options Counseling Training and Certification Plan;
 - 2.1.4. Assuring access and utilization of the National Learning Collaborative for Options Counseling;
3. Evaluation, Performance Standards, Continuous Quality Improvement (CQI) and Reporting
 - 3.1. The Campus will assist the State with meeting facilitation and strategic planning for the development of the State's CQI plan. Activities include but are not limited to informing the State in strengthening the existing evaluation framework for the

**New Hampshire Department of Health and Human Services
 Technical Assistance Services for the Enhanced Aging and Disability
 Resource Center Options Counseling Program for No Wrong Door Infrastructure
 Enhancements**



Exhibit A – 1

NWD/ADRC Person Centered Options Counseling program and CQI implementation as well as enhance and expand these protocols as they apply to OC.

B. Detailed Project Plan

1. Within 30 days from the project begin date of Exhibit A, the Campus shall develop and submit to DHHS an updated Detailed Project Plan. DHHS shall approve the updated Detailed Project Plan.
2. At a minimum, the Detailed Project Plan shall identify objectives, deliverables, activities, proposed approach, assigned staff, performance measure, and reasonable timelines and dates for completion of the deliverables.
3. Performance Monitoring: DHHS will monitor the completion of the deliverables in the project plan using the performance measures defined in the Detailed Project Plan.
4. Revision or Modifications: During the course of this contract period it may be necessary to revise or modify the deliverables and the Detailed Project Plan referred to above to meet the primary objectives defined by the federal grantor. DHHS staff will work with the Campus to develop a solution that takes into consideration resources and timelines for completion. The above-mentioned work plans to be developed will be adjusted accordingly, but in no case will timelines extend beyond the award period and or contract period.
5. Meetings and Communications with DHHS: The vendor will be required to participate in meetings (at a minimum on a monthly basis or more frequently, as required by DHHS) to discuss planning, progress, challenges, opportunities, and options regarding NWD/ADRC Person Centered Options Counseling and infrastructure related tasks and activities. Meetings will be conducted in-person at DHHS. In certain circumstances, phone meetings and video conferencing may be substituted for in-person meetings if approved by the DHHS Project Manager.

C. Staffing

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

Staffing: FTE	State Fiscal Year 17	State Fiscal Year 2018
Project Directors-	85% FTE	18% FTE
Training Coordinator-	75% FTE	0% FTE
Eligibility Coordinator	100% FTE	100% FTE
Eligibility Coordinator	100% FTE	100% FTE
Program Support	6hrs/week	0% FTE

2. Campus shall ensure that staff has the appropriate training, education and experience. Staff is required to have Master's Degree in Social Work, Public Administration, Human Services or related human service field. Staff with a Bachelor's Degree with a minimum of three (3) years experience providing project coordination and direction in the Aging

**New Hampshire Department of Health and Human Services
Technical Assistance Services for the Enhanced Aging and Disability
Resource Center Options Counseling Program for No Wrong Door Infrastructure
Enhancements**



Exhibit A – 1

and Disability field and demonstrated experience and knowledge with the target population: older adults, persons with disabilities of all ages, people with intellectual, physical, and developmental disabilities, veterans and family caregivers including Medicaid/non-Medicaid recipients.

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

D. Deliverables Schedule:

1. Project Deliverables will be according to the Project and Training Plans in Section B, Detailed Project Plan.
2. Submit to the State Project Director, financial and program reports and other data two weeks prior to the required due dates identified by ACL or upon request. Reports submitted to State shall be final and prepared following federal guidelines and formats. Submit to the State Project Director the performance measurement and evaluation reports as detailed in the Project and Training Plans in Section B, Detailed Project Plan.
3. No more than monthly and no less than quarterly, Financial Reports shall be submitted as directed by DHHS to support the financial activities of this project and as required by the grant.

E. Budget and Invoicing Instructions:

1. State Account Number:
 - 1.1. Funds supporting this Agreement are in Account Number 05-95-48-481010-78720000-072-500575 and Account Number 05-95-49-49050000-29850000-072-500575
2. Invoicing Instructions
 - 2.1. Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date
3. Funding Level
 - 3.1. Funding for this Agreement is based upon and subject to availability of the Grant Award to support this project. If the funding for this Agreement is not available at the proposed levels, the Agreement will be amended accordingly.

New Hampshire Department of Health and Human Services
 Technical Assistance Services for the Enhanced Aging and Disability
 Resource Center Options Counseling Program for No Wrong Door Infrastructure
 Enhancements



Exhibit A – 1

4. Budget

Budget Item	State Fiscal Year 2017	State Fiscal Year 2018
Salaries and Wages	\$213,563	\$3,535
Employee Fringe Benefits	\$78,821	\$1,411
Travel	\$9,016	\$50
Supplies and Services	\$22,200	\$372
Equipment	\$0	\$0
Facilities	\$48,540	\$805
Total Costs Per SFY	\$372,140	\$6,173
	Total Project Cost	\$378,313

5. Notwithstanding Article 5 of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire, an amendment limited to budget line item adjustments within the price limitation, may be made by written agreement of both parties without further Governor and Executive Council approval.

F. Other

1. Renewal: The State reserves the right to renew this contract for up to (2) two additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
2. The Department may renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.
3. Gratuities or Kickbacks: The Campus agrees that it is a breach of this Project Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Campus, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibits A of this Cooperative Project Agreement. The State may terminate this Project Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Campus or Sub-Contractor.
4. Credits:
 - 4.1. All documents, notices, press releases, research reports, and other materials prepared for public distribution during or resulting from the performance of the services of the Project Agreement shall include the following statement:

**New Hampshire Department of Health and Human Services
Technical Assistance Services for the Enhanced Aging and Disability
Resource Center Options Counseling Program for No Wrong Door Infrastructure
Enhancements**



Exhibit A – 1

- 4.2. The preparation of this (report, document, etc.) was financed under a Project Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, with funds (identify the percentage and dollar amount of Federal funds for the program or project) provided by (90RO0028) from the Administration for Community Living, U.S. Department of Health and Human Services.
- 4.3. This project was supported in part by grant number 90RO0028, from the U.S. Administration for Community Living, U.S. Department of Health and Human Services.
- 4.4. If the materials prepared for public distribution as defined above expresses research conclusions, then the following language shall be included:
- 4.5. Grantees undertaking projects under government sponsorship are encouraged to express their findings and conclusions freely. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy.
5. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced under this contract, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Except for the foregoing copyright ownership provision, the University shall retain ownership for any and all of its original materials created independent of this contract, regardless of whether they are used in delivery of the University's responsibilities under this contract. DHHS shall grant to the University a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such materials for its own non-commercial purposes. The University shall defend, indemnify and hold harmless the State from any liabilities resulting from the University's modifications and use of all such materials.
6. Ownership of Data and Property: All data and any property including but not limited to, training records, and training materials (electronic and hardcopy) and reports, created for the purposes of services provided through this CPA shall be owned by DHHS. DHHS shall grant to the University a non-exclusive, perpetual, royalty-free license to reproduce, modify and use all such data and materials for its own non-commercial purposes. The University shall defend, indemnify and hold harmless the State from any liabilities resulting from the University's modifications and use of all such data and property.