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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF MEDICAID SERVICES

Jeffrey A. Meyers
Commissioner

Henry D. Lipman
Director

129 PLEASANT STREET, CONCORD, NH 03301
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March 5, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into an agreement with the University of Massachusetts Medical School (Vendor ID #177576 P001), 333 South Street Shrewsbury, MA 01545, to develop and implement, in two (2) phases, a federally required evaluation design for the New Hampshire Medicaid Granite Advantage Health Care Program, in an amount not to exceed $79,998 for Phase 1 effective upon the date of Governor and Executive Council approval through June 30, 2020. 50% Federal Funds, 50% Other Funds.

Funds are available in the following account for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without further approval from Governor and Executive Council.

05-95-47-470010-23580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS DEPT OF, HHS: MEDICAID & BUS POLICY OFC, OFF. OF MEDICAID & BUS POLICY, GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND

Fiscal Year	Class/Account	Class Title	Budget Amount
SFY 2019	102-500731	Contracts for Program Services	$23,810.19
SFY 2020	102-500731	Contracts for Program Services	$56,187.81
		Total	**$79,998.00**

EXPLANATION

The purpose of this request is to enable the Department to comply with RSA-126:AA, requiring the Department to apply for a Centers for Medicare and Medicaid Services (CMS) 1115(a) Demonstration Waiver related to the Granite Advantage Health Care Program (GAHCP) through:

1) The development of a GAHCP Evaluation Design to be submitted for CMS approval (Phase 1);
2) CMS approval of the GAHCP Evaluation Design and budget ($1,499,989, as proposed in the Contractor's response to RFP-2019-OQAI-01-GRANI) for Phase 2, Evaluation Design Implementation; and
3) An amendment of the contract, as approved by Governor and Executive Council through this action, to fund Phase 2, Implementation of the CMS-approved GAHCP Evaluation Design.

The Granite Advantage Health Care Program provides Medicaid health insurance to over fifty thousand (50,000) residents of New Hampshire. The CMS-approved New Hampshire waiver includes a federal requirement that mandates the State to contract with an independent entity to conduct an evaluation of the Granite Advantage Health Care Program.

In July 2018, New Hampshire was selected as one (1) of a handful of states to accept a Technical Assistance Award from the National Governor's Association (NGA) which received a grant from the Robert Wood Johnson Foundation to assist states in developing and sharing best practices in evaluation design.

The NGA worked closely with the Department to develop a Request for Proposals (RFP) to seek a single vendor to not only develop an Evaluation Design (Phase 1), but to also perform the Evaluation Implementation (Phase 2), contingent upon the Centers for Medicare and Medicaid's (CMS') approval of the Evaluation Design. This 2-phased approach will enable the Department to meet the federally required CMS independent evaluation requirements of the Granite Advantage Health Care Program Section 1115(a) Medicaid Demonstration Waiver.

In addition to the federal requirement; through this contract, the Department will have the ability to formally evaluate the impact of elements of the Granite Advantage Health Care Program including the community engagement requirements.

Phase 1 – Evaluation Design and Pre-Evaluation Support Development

During Phase 1 of the project, the Contractor will design an evaluation plan with scientific precision that meets the standards of leading academic institutions and academic journal peer review as appropriate for each aspect of the evaluation. The evaluation plan design must be approved by CMS and must include:

- Research hypothesis and performance measures for each section of the 1115(a) waiver;
- Academic level research methodologies that address each research question requiring a mix of quantitative and qualitative research including but not limited to a data strategy and analysis plan; and
- A budget for the evaluation implementation, Phase 2 of the project.

In addition, the Contractor will conduct a Rapid Cycle Assessment of the Granite Workforce Pilot Program which provides support to Medicaid members required to meet Community Engagement requirements.

Phase 2 – Evaluation Implementation

During Phase 2 of the project, the Contractor will implement the CMS approved evaluation design. The federally approved GA Waiver evaluation implementation will include:

- Obtaining data from various sources;
- Calculating performance measures;
- Conducting stakeholder interviews, member focus groups and surveys;
- Analyzing data using academically precise statistical methods; and
- Producing Interim and Final Comprehensive Reports for CMS that evaluate whether the demonstration meets the hypothesis included in the evaluation design.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

Phase 1 Performance Measures

- The Contractor's Evaluation Design meets the research standards of leading academic institutions and academic journal peer review.

- The Contractor meets all CMS established deadlines during Phase 1 in order to produce a CMS approved GA Waiver Evaluation Design Report to implement Phase 2: Evaluation Implementation.
- The Contractor's Evaluation Design is approved by CMS.

Phase 2 Performance Measures

- The GA Waiver Interim Evaluation Report meets the research standards of leading academic institutions and academic journal peer review, as indicated by obtaining CMS approval.
- The GA Waiver Final Summative Evaluation Report meets the research standards of leading academic institutions and academic journal peer review, as indicated by obtaining CMS approval.

The University of Massachusetts Medical School was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department's website from November 16, 2018 through December 18, 2018. The Department received four (4) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals. The Summary Score Sheet is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of the attached contract, the Department reserves the right to extend this agreement for up to six (6) additional years for Phase 2 of the Statement of Work: Evaluation Design Implementation, contingent upon:

- The Centers for Medicare and Medicaid Services' (CMS) approval of the Department's Evaluation Design and budget;
- Satisfactory delivery of services;
- Available funding;
- Written agreement of the parties; and
- Approval of the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

Should the Governor and Executive Council not authorize this request, the Department will be out of compliance with the CMS Special Terms and Conditions of the GAHCP Waiver. Noncompliance of the CMS Special Terms and Conditions could result in financial penalties to the Department. In addition, the Department's failure to submit CMS 1115(a) Demonstration Waiver required reports, as well as other deliverables, may result in CMS not considering future applications from the Department for an extension or amendment of the New Hampshire Medicaid Granite Advantage Health Care Program or a new demonstration.

Area served: Statewide.

Source of Funds: 50% Federal Funds from U.S. Department of Health & Human Services, Centers for Medicare and Medicaid Services (CMS), CFDA #93.778, Federal Award Identification Number 1805NH5ADM; and 50% Other Funds from the New Hampshire Granite Advantage Health Care Program Trust Fund.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Granite Advantage 1115(a) Waiver Evaluation
Design & Pre-Evaluation
Support Development and Implementation

RFP Name

RFP-2019-OQAI-01-GRANI

RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Health Management Associates, Inc.		200	129
2. Health Services Advisory Group		200	147
3. The Pacific Health Policy Group		200	145.5
4. UMass Medical School		200	159

Reviewer Names

1. Patrick McGowan, Administrator Medicaid Quality Program, OQAI
2. Denise Krol, Program Planning & Review Specialist OQAI
3. Grant Beckman, Administrator IV, Division Medicaid Servcs.
4. Alyssa Cohen, Administrator IV, DHHS
5. Josephine Porter, Director Institut Hlth Policy&Practice UNH
6.

Subject: Granite Advantage 1115(a) Waiver Evaluation Design and Pre-Evaluation Support Development and Implementation (RFP-2019-QOAI-01-GRANI)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name University of Massachusetts Medical School		1.4 Contractor Address 333 South Street Shrewsbury, MA 01545	
1.5 Contractor Phone Number 508-856-3268	1.6 Account Number 05-95-47-470010-23580000-102-500731	1.7 Completion Date June 30, 2020	1.8 Price Limitation $79,998
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Patti Onorato 3.1.19		1.12 Name and Title of Contractor Signatory Patti Onorato Associate Vice Chancellor, Operations Commonwealth Medicine	
1.13 Acknowledgement: State of Massachusetts County of Worcester On March 1, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Priscilla Vazquez [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Priscilla Vazquez, Notary Public			
1.14 State Agency Signature Date: 3/5/2019		1.15 Name and Title of State Agency Signatory Henry D. Lipman Medicaid Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 3/11/2019	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials AD
Date 3.1.19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials PO
Date 3.1.11

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials PO
Date 3.1.19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.

1.4. The Contractor shall provide services to all Granite Advantage Health Care Program (GAHCP) individuals in the Medicaid new adult or expansion group, covered under Title XIX of the Social Security Act.

1.5. The Contractor must complete services identified for Phase 1: Evaluation Design and Pre-Evaluation Support Development no later than June 30, 2020.

1.6. The Contractor must provide a draft Evaluation Design to the Department for review and approval no later than April 12, 2019.

1.7. Upon the Centers for Medicare & Medicaid Services (CMS) approval of the Department's Evaluation Design and Budget, the Department will request approval from the Governor and Executive Council for a Contract Amendment to extend this contract through December 31, 2025, for completion of Phase 2: Evaluation Design Implementation.

2. Phase 1 Scope of Services: Evaluation Design and Pre-Evaluation Support Development

2.1. Phase 1: Evaluation Design

2.1.1. The Contractor shall develop an Evaluation Design specific to the Granite Advantage (GA) Waiver which shall include, but is not limited to, the Department's Evaluation Design Hypotheses:

2.1.1.1. Members enrolled in the GAHCP who are subject to Community Engagement (CE) requirements will have positive health outcomes.

2.1.1.2. Members enrolled in the GAHCP who are subject to CE requirements will obtain sustained part-time or full-time employment.

2.1.1.3. Members enrolled in the GAHCP who are subject to CE requirements will gain access to employer-sponsored and individual market coverage.

2.1.1.4. Members enrolled in the GAHCP who are subject to CE requirements who obtain sustained part-time or full-time employment will have improved financial well-being.

2.1.1.5. Eliminating retroactive coverage will encourage members to obtain and maintain coverage, even when they are healthy.

2.1.2. The Contractor shall develop an Evaluation Design that is informed by:

2.1.2.1. The U.S. Government Accountability Office report on CMS 1115(a) evaluation designs: https://www.gao.gov/products/GAO-18-220;

2.1.2.2. CMS best practices in causal inference: https://www.medicaid.gov/medicaid/section-1115-demo/downloads/evaluation-reports/causal-inference.pdf;

2.1.2.3. CMS best practices in selecting comparison groups: https://www.medicaid.gov/medicaid/section-1115-demo/downloads/evaluation-reports/comparison-grp-eval-dsgn.pdf; and

2.1.2.4. CMS approved waiver Special Terms and Conditions (STCs) dated November 30, 2018.

2.1.3. The Contractor shall develop an Evaluation Design that prioritizes member experiences captured via:

2.1.3.1. Qualitative data including but not limited to semi-structured interviews and focus groups; and

2.1.3.2. Quantitative data including but not limited to structured surveys as well as medical, enrollment, and CE program data.

2.1.4. The Contractor must ensure the Evaluation Design requirements include, but are not limited to:

2.1.4.1. All requirements identified in the CMS waiver Special Terms and Conditions (STCs).

2.1.4.2. Recommending changes and or additions to the Department's draft evaluation hypotheses associated with each authority in the GA Waiver.

2.1.4.3. Research questions associated with each hypothesis that address how the GA Waiver is contributing to beneficiaries' health and well-being, upward mobility and/or self-sufficiency.

2.1.4.4. Proposed research questions related to the implementation of the GA Waiver that may include, but are not limited to:

2.1.4.4.1. What are the key characteristics of successful program community engagement activities (e.g., how paperwork is filed; member knowledge about the program)?

2.1.4.4.2. What are program participation rates and how do they vary across program demographics and time?

2.1.4.4.3. What are the reasons why beneficiaries who are not exempt and not meeting CE requirements fail to participate?

2.1.4.4.4. What successful strategies were used to effectively coordinate with the Supplemental Nutrition Assistance Program (SNAP) and or Temporary Assistance for Needy Families programs (TANF)?

2.1.4.4.5. How does program participation influence participation in other Department programs by the member and by other members in the household?

2.1.4.4.6. What are the administrative costs and drivers of those costs associated with the program (not associated with formal budget neutrality)?

2.1.4.5. Process and outcome measures associated with each research question that are, where possible, selected from nationally-recognized sources and national measures sets that may include, but is not limited to:

2.1.4.5.1. CMS's Adult Core Set of Health Care Quality Measures,

2.1.4.5.2. Consumer Assessment of Health Care Providers and Systems (CAHPS),

2.1.4.5.3. Initial Core Set of Health Care Quality Measures for Medicaid-Eligible Adults, and/or

2.1.4.5.4. Measures endorsed by National Quality Forum (NQF).

2.1.4.6. Measures that leverage existing state data calculated by the Department's most recent contract with the Medicaid Managed Care Organizations (MCOs)

2.1.4.7. Measure specifications and measure calculation methodology.

2.1.4.8. Identification of potential subpopulations necessary to describe the population which may include, but are not limited to:

2.1.4.8.1. Geographical subpopulations based on variable unemployment rates;

2.1.4.8.2. Age groups defined related to ease of gaining employment;

2.1.4.8.3. Family structure which may include but are not limited to families with children seven (7) to twelve (12) years of age.

2.1.4.9. A project work plan that includes a Gantt chart in order to view tasks and completion dates over the GA Waiver period.

2.1.4.10. Quantitative and qualitative research methodologies utilizing the prevailing standards of scientific evaluation and academic rigor, as appropriate and feasible for each aspect of the evaluation, including but not limited to:

2.1.4.10.1. Standards for the evaluation design, and

2.1.4.10.2. Interpretation and reporting of findings.

2.1.4.11. A description of how the significant aspects of the effects of the GA Waiver will be isolated from those other changes occurring in the state at the same time through the use of comparison or control groups.

2.1.4.12. Identification of controls and adjustments for and reporting of the limitations of data and their effects on results that address threats to internal and external data validity.

2.1.4.13. Discussion of the generalizability of results.

2.1.4.14. Proposed baselines and comparison groups.

2.1.4.15. Driver diagrams or logic models.

2.1.4.16. A budget for the evaluation requiring approval by the Department that must include, but is not limited to:

2.1.4.16.1. The total estimated cost,

2.1.4.16.2. A breakdown of estimated staff,

2.1.4.16.3. Administrative and other costs for all aspects of the evaluation, including but not limited to:

2.1.4.16.3.1. Any survey and measurement development;

2.1.4.16.3.2. Quantitative and qualitative data collection;

2.1.4.16.3.3. Cleaning and analyses;

2.1.4.16.3.4. Report generation; and

2.1.4.16.3.5. Any additional CMS STCs included in New Hampshire's approved waiver(s).

2.2. Phase 1: Pre-Evaluation Support

2.2.1. The Contractor shall complete a Rapid Cycle Assessment (RCA) of the GW Pilot Program during the pre-evaluation period to evaluate the impact of the various elements of the Pilot Program in order to improve participants' work experience, economic results and participation in the GA CE requirements. The Contractor shall:

2.2.1.1. Design an evaluation that includes analysis of:

2.2.1.1.1. Case management to address employment barriers;

2.2.1.1.2. Vocational assessment and career planning;

2.2.1.1.3. Assistance from community agencies to help participants reduce employment barriers;

2.2.1.1.4. Incentives for employers to hire GWP participants; and,

2.2.1.1.5. Short-term assistance for transportation, tuition and housing.

2.2.1.2. Design evaluation tools and administer the tools for the primary data collection of:

2.2.1.2.1. Semi-structured virtual interviews with program participants and key informant interviews (KII) with program administrators, program staff and GWP community agency workers, as well as KII of up to twenty-five (25) program participants to gather observations;

2.2.1.2.2. Member focus groups conducted in collaboration with the Department with program members to capture problems, causes of problems and possible solutions and to collect experiences from four (4) focus groups consisting of up to eight (8) persons each; and

2.2.1.2.3. Up to two (2) virtual focus groups to facilitate the discussions with community agency workers to understand their views of the GWP and GAHCP program design, implementation facilitators and barriers, and intended versus observed program results.

2.2.1.3. Analyze raw operational and outcome quantitative data from the GWP Pilot Program to assess implementation effectiveness and short-term program effects. Quantitative data will include, but is not limited to:

2.2.1.3.1. Degree of participation;

2.2.1.3.2. Progress with overcoming barriers;

2.2.1.3.3. Entry into employment;

2.2.1.3.4. Job retention;

2.2.1.3.5. Earnings gain;

2.2.1.3.6. Movement within established federal poverty level measurements including SNAP and GAHCP under RSA 126-AA;

2.2.1.3.7. Health insurance coverage provider; and

2.2.1.3.8. Attainment of education or training including credentials.

2.2.1.4. Validate quantitative data by interviewing Department subject matter experts (SMEs) to assure data:

2.2.1.4.1. Availability,

2.2.1.4.2. Completeness,

2.2.1.4.3. Accuracy,

2.2.1.4.4. Timeliness; and

2.2.1.4.5. Access control of existing Department data.

2.2.1.5. Conduct program assessment and reporting on the results of the RCA cycle.

2.2.2. The Contractor shall work with the Department to develop a Monitoring Plan as identified in STC 29.

2.2.3. The Contractor shall work with the Department to develop an Implementation Plan as identified in STC 28 that ensures a robust and multi-dimensional understanding of the GAHCP and implementation. The Implementation Plan shall include, but is not limited to Key implementation performance indicators which may include, but are not limited to:

2.2.3.1. Program participation rates;

2.2.3.2. Percentage of members with exempted/non-exempted CE requirements;

2.2.3.3. Compliance with CE requirements;

2.2.3.4. Coordination of employment assistance services among programs;

2.2.3.5. Qualitative information to understand the implementation effectiveness;

2.2.3.6. Instructions on collection and analysis of the data;

2.2.3.7. The timing and frequency of reporting results through quarterly reports and annual reports; and

2.2.3.8. Existing reporting mechanisms to report the monitoring and implementation indicators to minimize the efforts of additional data collection.

2.2.4. The Contractor shall host conference calls regarding project management with Department staff throughout the development of the Evaluation Design.

2.2.5. The Contractor shall provide support to the Department on conference calls with CMS related to the development of the GA Waiver Evaluation Design.

2.2.6. The Contractor shall participate in technical assistance calls with the Department and the National Governor's Association (NGA) related to the development of the GA Waiver Evaluation Design.

2.2.7. The Contractor shall work with other Department vendors and/or Contractors associated with the evaluation design which may include, but is not limited to the MCM External Quality Review Organization (EQRO).

2.3. Phase 1: Project Management

2.3.1. The Contractor shall begin Phase 1 scope of services immediately upon the Contract effective date.

2.3.2. The Contractor shall schedule a "kick-off" meeting and initial interviews with Department staff for discussions on topics that include, but are not limited to:

2.3.2.1. Key considerations of any design issues;

2.3.2.2. Best practice for utilizing existing Department data to maximize the use of existing data to support the evaluation; and,

2.3.2.3. Resources to calculate baseline data for the evaluation.

2.3.3. The Contractor shall ensure clear lines of communication with the Department to facilitate regular and necessary information exchanges to address performance challenges as soon as they occur.

2.3.4. The Contractor Project Manager shall be the single point of contact (POC) for Department staff and shall assist the Project Department Lead to ensure consensus opinion on project issues, including but not limited to:

2.3.4.1. Progress,

2.3.4.2. Problem resolution,

2.3.4.3. Impacts on service provided under this contract, and

2.3.4.4. Adequate communication among teams working on overlapping tasks to reduce resource waste and maximize efficiency.

2.3.5. The Contractor Project Lead and Project Manager shall review the Contractor's performance on a weekly basis.

2.3.6. The Contractor shall schedule regular project status conference calls with Department staff throughout the development of the Evaluation Design. Calls shall be scheduled at a frequency that is mutually agreed upon between the Department and the Contractor.

2.3.7. The Contractor shall develop a Project Work Plan that clearly identifies tasks and subtasks to achieving established milestones and contract deliverables.

2.3.8. The Contractor shall make regular updates to the Project Work Plan as the project progresses or upon the Department's request.

2.3.9. The Contractor shall engage its project oversight and technical support resources as needed.

2.3.10. The Contractor shall take steps to prepare for **Phase 2: Evaluation Implementation** which shall include, but is not limited to:

2.3.10.1. Focus on the management and technical readiness of the evaluation implementation;

2.3.10.2. Develop a *draft* Project Work Plan to guide the Evaluation Implementation workflow;

2.3.10.3. Develop a "Data Use Agreement" and establish data transmission mechanisms for technical readiness; and

2.3.10.4. Utilize the findings from the GWP Rapid Cycle Assessment to inform any methodological considerations for Phase 2.

2.4. Phase 1: Staffing

2.4.1. The Contractor shall guarantee all personnel providing services required by this Contract are qualified to perform their assigned tasks and possess the appropriate professional certification and licensing that may be required by state and federal laws, administrative rules and regulations.

2.4.2. The Contractor shall provide a lead or project manager dedicating at least forty percent (40%) of his/her time to this project during Phase 1.

2.4.3. The Contractor shall include, but is not limited to, SMEs who may be national leaders of Medicaid policy, methodologists and experienced mixed-methods evaluators with direct experience with 1115 waiver evaluations and personnel from the Contractor's established Centers of Excellence. The Contractor's core project team shall include, but is not limited to:

2.4.3.1. PhD-level principal investigators with mixed-methods evaluation and Medicaid experience;

2.4.3.2. Experienced project managers;

2.4.3.3. Data analysts; and,

2.4.3.4. Survey methodologists.

2.4.4. The Contractor staff shall:

2.4.4.1. Possess the necessary skills and knowledge to begin the scope of work upon the Contract effective date.

2.4.4.2. Have knowledge of the relevant data sources for the evaluation to ensure the ability to support the Department with the timeframes associated with this project.

2.4.4.3. Be supported by the Contractor's internal Advisory Committee consisting of nationally-renowned Medicaid policy advisors and evaluation methodologists.

2.4.5. The Contractor shall engage its health policy advisors, health services researcher, health economist, biostatistician, project director, research analysts, coordinators and administrative assistants as needed.

2.4.6. The Contractor shall have additional staffing resources available to support the required services under this contract should there be a loss in key personnel.

2.5. Phase 1: Deliverables and Reporting

2.5.1. The Contractor shall develop and submit a Project Work Plan for Phase 1 to the Department within thirty (30) days of the contract effective date that details deliverables including, but not limited to:

2.5.1.1. A Rapid Cycle Evaluation Report on the GWP Program submitted to the Department no later than November 15, 2019;

2.5.1.2. Draft Evaluation Design submitted to the Department for review and approval no later than April 12, 2019, in order for the Department to submit the Draft Evaluation Design Report to CMS no later than May 29, 2019; and

2.5.1.3. Upon the parties' receipt of CMS' findings of the Draft Evaluation Design, consult with the Department on required design changes which may include, but is not limited to:

2.5.1.3.1. Developing a revised Draft Evaluation Design for Department review and approval within forty-five (45) days of receipt of CMS' findings of the submitted Draft Evaluation Design.

2.5.1.3.2. Participating in conference calls with CMS as needed to answer questions relative to the Draft Evaluation Design.

2.5.1.3.3. Making revisions to the Draft Evaluation Design as needed to ensure CMS approval of Final Evaluation Design.

2.5.2. Develop and submit a *draft* Project Work Plan for Phase 2 to guide the Evaluation Implementation workflow to the Department within thirty (30) calendar days of the approval of the Draft Evaluation Design.

2.6. Phase 1: Performance Measures

2.6.1. The Contractor's Evaluation Design Report meets the research standards of leading academic institutions and academic journal peer review.

2.6.2. The Contractor meets all CMS established deadlines during Phase 1 in order to produce a CMS approved GA Waiver Evaluation Design Report to implement Phase 2: Evaluation Design Implementation.

3. Phase 2 Scope of Services: Evaluation Design Implementation

3.1. The Contractor shall provide Phase 2 Scope of Services pursuant to the execution of a Contract Amendment in accordance with Section 1, Revisions Applicable to all Services; Subsection 1.7.

3.2. The Contractor shall conduct the evaluation of the GA Waiver adhering to details described in the CMS approved GA Waiver Evaluation Design and receive Department approval for all suggested revisions to the GA Waiver Evaluation Design.

3.3. The Contractor shall support the Department in complying with CMS General Reporting and Evaluation requirements as outlined in the CMS STCs for New Hampshire's GA Waiver approved by CMS on November 30, 2018.

3.4. Phase 2: Accessing Existing Data Sources

3.4.1. The Contractor shall access information from several sources to assess the impact of the GA Waiver on health and health care outcomes. Data sources shall include, but are not limited to:

3.4.1.1. New Hampshire Comprehensive Healthcare Information System (NH CHIS) all payer claims database which includes MCM and PAP plan data. To use NH CHIS data, the Contractor shall work with the Department to establish an encrypted identifier to track selected individuals throughout time;

3.4.1.2. Medicaid Management Information System (MMIS) Medicaid fee-for-service and Medicaid Care Management claims, eligibility, and encounter data;

3.4.1.3. Premium Assistance Plan (PAP) Encounter data;

3.4.1.4. New HEIGHTS system used for New Hampshire Medicaid Community Engagement and Work Requirement tracking system and determining member financial eligibility;

3.4.1.5. MCM Performance measures as indicated in the most current Department contract with the Medicaid Managed Care Organizations and publicly reported at: https://medicaidquality.nh.gov/

3.4.2. The Contractor must execute all data sharing requests and data user agreements for accessing data associated with the evaluation.

3.4.3. The Contractor shall be responsible for accepting regular updates to raw data sources and will proactively scan raw data for quality issues that may impact the evaluation.

3.4.4. The Contractor shall validate the data collected to:

3.4.4.1. Assess the content of each variable for outliers and missing observations including, but not limited to whether the data is within normal range; to ensure the findings are not biased;

3.4.4.2. Check the consistency of data across time periods;

3.4.4.3. Create descriptive data statistics to determine whether the distribution of the population is probable;

3.4.4.4. Investigate data abnormalities inconsistent with existing information;

3.4.4.5. Compare data across times to determine any peculiarities and raise these issues to the Department to discuss a solution; and

3.4.4.6. Check any published technical specifications to determine if any changes or modifications have been made to performance measures to revise programming codes accordingly.

3.5. Phase 2: Primary Data Collection for Evaluation Implementation

3.5.1. The Contractor shall in all instances make attempts to use existing Department data prior to conducting primary data collection.

3.5.2. The Contractor shall collect all data in the manner specified in the approved CMS Evaluation Design, which may include but is not limited to:

3.5.2.1. Member semi-structured interviews;

3.5.2.2. Member focus groups; and

3.5.2.3. Member experience surveys.

3.5.3. The Contractor shall include members who currently receive Medicaid and those who no longer receive Medicaid in the primary data collection.

3.5.4. The Contractor shall develop and conduct semi-structured interviews, as specified in the Evaluation Design, to gather in-depth data from stakeholders on aspects of the GA Waiver that cannot be gathered from administrative health and health care data or random sample surveys. The Contractor shall:

3.5.4.1. Develop interview questions for submission to the Department for approval;

3.5.4.2. Create sampling strategies for Department review;

3.5.4.3. Conduct sampling based on data available to the Contractor;

3.5.4.4. Stratify samples based on groups identified in the Evaluation Design, which may include, but is not limited to variables related to an individual's participation status with Community Engagement requirements;

3.5.4.5. Conduct up to one hundred sixty (160) individual member interviews;

3.5.4.6. Conduct up to twenty (20) administrative interviews including, but not limited to Department program staff and MCO staff; and

3.5.4.7. Conduct interviews in the sequence outlined in the Evaluation Design.

3.5.5. The Contractor shall develop and conduct focus groups, as specified in the Evaluation Design, to gather in-depth data from stakeholders on aspects of the GA Waiver that cannot be gathered from administrative health and health care data or random sample surveys. The Contractor shall:

3.5.5.1. Develop interview questions for submission to the Department for approval.

3.5.5.2. Conduct sampling and recruitment of focus group participants based on data available to the Contractor;

3.5.5.3. Conduct up to eight (8) focus groups; and

3.5.5.4. Ensure each focus group includes up to eight (8) participants.

3.5.6. The Contractor shall develop and conduct member and former member random sample surveys in accordance with the Evaluation Design. The Contractor shall:

3.5.6.1. Develop custom surveys relevant to the hypothesis in Phase 1, with questions based on standard assessment tools where possible including, but not limited to the Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey and its supplements from the US Agency for Healthcare Research and Quality (AHRQ)'s and Behavioral Risk Factor Surveillance System (BRFSS), and submit surveys for Department approval;

3.5.6.2. Administer two (2) rounds of the surveys with each round including a sample size of four thousand (4,000) individuals that includes both current and former Medicaid members;

3.5.6.3. Develop the survey administration and sampling methodology to meet the rigor of an academic research institution and to support power analysis when appropriate, which may include, but is not limited to stratified random sampling.

3.5.6.4. Develop the surveys using three (3) modes of data collection, including:

3.5.6.4.1. By mail.

3.5.6.4.2. By telephone, and

3.5.6.4.3. Through Internet capability.

3.5.6.5. Implement and submit a Survey Response Rate Plan for Department approval that includes, but is not limited to:

3.5.6.5.1. Thresholds, as approved by the Department;

3.5.6.5.2. Weekly response rate updates to the Department;

3.5.6.5.3. Pilot testing of the designed survey for quality control;

3.5.6.5.4. Weekly e-mail reminders to internet capable respondents; and,

3.5.6.5.5. No less than six (6) phone calls to non-respondents with phone numbers. Phone call attempts shall take place on different times of the day and different days of the week including weekends.

3.5.6.6. Administer a total of two (2) surveys with a sample of four thousand (4,000) individuals for each survey administered.

3.6. Phase 2: Measure Calculation

3.6.1. The Contractor shall make every effort to use available performance measures for the evaluation which may include, but is not limited to MCM performance measures that include the CMS Adult Core Set Measures reported for the GAHCP population.

3.6.2. The Contractor shall calculate all performance measures in the CMS approved Evaluation Design that are not already available, including baselines.

3.7. Phase 2: Data Analysis

3.7.1. The Contractor shall make every effort to limit primary data collection and focus staffing and subcontractor resources on analyzing existing data sources.

3.7.2. The Contractor shall analyze the evaluation data in accordance with the evaluation design in Phase 1.

3.7.3. The Contractor shall implement a rigorous analysis that meets CMS best practices and incorporates both quantitative and qualitative measurement.

3.7.4. The Contractor shall utilize the best available data, use controls and adjustments where appropriate and available, and consider the limitations of data and the limitations' effects on interpreting the results to the Department. All research hypotheses and methods must incorporate results from sensitivity, specificity and power analyses to ensure the validity of the evaluation findings.

3.7.5. The Contractor shall implement the quantitative and qualitative data analysis methods and related requirements specified in the Evaluation Design and meet the rigor research standards of leading academic institutions and academic journal peer review.

3.7.6. The Contractor shall develop a Data Analytic Plan in accordance with section 3.8.6., describing each measure in the evaluation design which shall include, but is not limited to:

3.7.6.1. Measure description;

3.7.6.2. Eligible population;

3.7.6.3. Measure specifications (e.g., numerator and denominator);

3.7.6.4. Associated hypothesis and research questions;

3.7.6.5. Data source; and

3.7.6.6. Comparison group.

3.8. Phase 2: Project Management and Support

3.8.1. The Contractor shall develop an Evaluation Implementation Plan in project plan format and submit to the Department in accordance with section 3.8.6. The Evaluation Implementation Plan shall include:

3.8.1.1. All evaluation activities and accompanying tasks;

3.8.1.2. Timeframes for completion;

3.8.1.3. Identification of the responsible individuals;

3.8.1.4. A methodology and analysis plan;

3.8.1.5. A data collection plan; and

3.8.1.6. A plan for completing all required interviews and surveys.

3.8.2. The Contractor shall maintain a log to track decisions made regarding any changes to the Evaluation Design and/or Evaluation Implementation Plan.

3.8.3. The Contractor shall host bi-weekly conference calls with Department staff throughout the project period.

3.8.4. The Contractor shall participate in conference calls with CMS as requested by the Department.

3.8.5. The Contractor shall provide monthly written Status Reports to the Department in accordance with section 3.8.6.

3.8.6. The Contractor shall respond, via email or by phone, to all inquiries from the Department within two (2) business days.

3.8.7. The Contractor shall provide the deliverables and reports in Section 3.8 to the Department with minimal grammatical and content errors.

3.9. Phase 2: Deliverables and Reporting

3.9.1. The Contractor shall develop and submit custom surveys relevant to the hypothesis in Phase 1 to the Department for approval no later than thirty (30) calendar days prior to fielding the surveys.

3.9.2. The Contractor shall develop and submit the following written reports to the Department on the designated due dates:

Report	Description	Due Date	Target Audience
Evaluation Implementation Plan	Produce and submit a Plan to the Department	Within 15 business days of the start of Phase 2	Department
Monthly Status Reports	Progress of evaluation activities including: ▪ Accomplishment ▪ Current tasks ▪ Challenges ▪ Resolutions to challenges ▪ Open issues ▪ Updated decision log ▪ Interim quantitative findings if available	No later than the 20th day of each month	Department
Quarterly Reports	As needed to support the Department's quarterly reporting to CMS	Quarterly reporting schedule outlined in	Department

Report	Description	Due Date	Target Audience
		CMS deadlines in the STCs	
Data Analytic Plan	Draft plan	No later than 60 days after the start of Phase 2	Department
Policy Briefs	Relevant data associated with the GAHCP	As needed	NH Legislature
Presentations	Visualizations that could include: ▪ Infographics ▪ Charts ▪ Graphs	As needed	Targeted stakeholders
Annual Reports	Produce and submit Reports to the Department	Annual reporting schedule outlined in the CMS deadlines in the STCs	Department CMS
Draft Interim Evaluation Report	Produce and submit a Draft to the Department 60 days before the CMS due date	Due to CMS no later than one (1) year prior to the end of the demonstration	Department CMS
Final Interim Evaluation Report	Produce and submit a Final to the Department	No later than 60 days after CMS comments	Department CMS
Draft Mid-Point Assessment Report	Produce and submit a Draft to the Department	No later than 60 calendar days prior to the CMS deadline in the STCs	Department CMS
Final Mid-Point Assessment Report	Produce and submit a Final to the Department	No later than 15 calendar days prior to the CMS deadline in the STCs	Department CMS
Draft Summative Evaluation Report	Produce and submit a Draft to the Department 60 days before the CMS due date	Due to CMS no later than 18 months after completing the demonstration	Department CMS
Final Summative Evaluation Report	Produce and submit a Final to the Department	No later than 60 days after CMS comments	Department CMS

3.10. Phase 2: Performance Measures

3.10.1. The Contractor's GA Waiver Interim Evaluation Report meets the research standards of leading academic institutions and academic journal peer review, as indicated by obtaining CMS approval.

3.10.2. The Contractor's GA Waiver Final Summative Evaluation Report meets the research standards of leading academic institutions and academic journal peer review, as indicated by obtaining CMS approval.

3.11. Data Usage and Security

3.11.1. The Contractor must meet all information security and privacy requirements as set by the Department, including but not limited to preserving the confidentiality, integrity, and accessibility of the State of New Hampshire data with administrative, technical, and physical information security controls and measures. Such safeguards, controls and measures shall conform to all applicable federal, state, and industry standards, such as NIST 800-53v4; which the Contractor applies to its own information processing environment. In addition, the Contractor shall ensure that the same safeguards, controls, and measures are applied to any subcontractor's information processing environment utilized to process or store State of New Hampshire protected data. The Contractor shall:

3.11.1.1. Ensure all resources assigned to perform contract services, including subcontractors, follow federal and state laws, rules and regulations and shall not use Medicaid data for any purposes outside of the scope of this contract without the express written consent of the Department.

3.11.1.2. Assure all reports and performance measures will be reported in the aggregate and will not include member identifiable information.

3.11.1.3. Abide by the Department's confidentiality requirements and security protocols.

3.11.1.4. Abide by all administrative rules and regulations, state and federal laws including Federal law 42 CFR Part 2 which prohibits unauthorized disclosure of Part 2 records without authorization or consent.

3.11.1.5. Provide the Department with its summary and analytic data files used to conduct the evaluation upon request. These files must be:

3.11.1.5.1. Organized;

3.11.1.5.2. Clearly labeled; and,

3.11.1.5.3. Accompanied by a data dictionary.

3.11.1.6. Work with the Department to ensure appropriate data user agreements are in place to obtain needed data.

3.11.1.7. Understand Medicaid data and processing protocols and ensure that all resources assigned to perform contract services follow federal regulations.

3.11.1.8. Comply with appropriate privacy and security protocols to include procedures defined in Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act. All transactions

designed for the storage and retrieval of the information shall meet these requirements.

3.11.1.9. Ensure any and all electronic transmission or exchange of any State of New Hampshire data is secured using Secure File Transfer Protocols using no less than 128bit encryption and appropriate transfer mechanisms.

3.11.1.10. Ensure all current employees receive training and are aware of their responsibilities to safeguard protected health information (PHI) and other confidential information. Prior to gaining access to confidential information and each year thereafter, all of the Contractor's employees and subcontractors who have access to confidential information shall be required to sign a confidentiality/nondisclosure agreement as part of the Contractor's assignment to provide contracted services.

3.11.1.11. Ensure the secure storage of Department-provided data, verifying any storage media is encrypted and locked. The Contractor shall retain control of access of any storage areas and or facilities.

3.11.1.12. Ensure all facilities and offices have appropriate layers of physical access controls and monitoring ensuring access is restricted to only authorized personnel.

3.11.1.13. Ensure daily operations include policies that require all confidential information is secured at the end of the duty day to prevent inadvertent disclosure to unauthorized personnel.

3.11.1.14. Ensure confidential information in paper form is stored in a separate, secure room or in locked file cabinets, accessible to only authorized personnel. Any data authorized for destruction shall be destroyed according to Federal, State and industry standards and certified and documented in writing by the data destruction agent.

3.11.1.15. Ensure all data, and any copies thereof, are returned to the Department upon Department request or no later than the contract expiration date, whichever occurs first, unless otherwise instructed by the Department to destroy copied data.

3.11.1.16. Ensure continuous control of security access to confidential or protected information by immediately adjusting or removing any individual whose employment status or position has changed.

3.11.1.17. Provide continuous control of security access to confidential or protected information to ensure that individual accesses are immediately removed or adjusted for any individual whose employment status or positions have changed.

3.12. Phase 2: Staffing

3.12.1. The Contractor shall guarantee all personnel providing services required by the Contract are qualified to perform their assigned tasks and possess the appropriate professional certification and licensing that may be required by state and federal laws, administrative rules and regulations.

3.12.2. The Contractor shall provide a lead or project manager dedicating at least eighty percent (80%) of his/her time to this project during Phase 2.

3.12.3. The Contractor shall include, but is not limited to, SMEs who may be national leaders of Medicaid policy, methodologists and experienced mixed-methods evaluators with direct experience with 1115 waiver evaluations and personnel from the Contractor's established Centers of Excellence. The Contractor's core project team shall include, but is not limited to:

3.12.3.1. PhD-level principal investigators with mixed-methods evaluation and Medicaid experience;

3.12.3.2. Experienced project managers;

3.12.3.3. Data analysts; and,

3.12.3.4. Survey methodologists.

3.12.4. The Contractor staff shall:

3.12.4.1. Possess the necessary skills and knowledge to begin the scope of work upon the Contract effective date.

3.12.4.2. Have knowledge of the relevant data sources for the evaluation to ensure the ability to support the Department with the timeframes associated with this project.

3.12.4.3. Be supported by the Contractor's internal Advisory Committee consisting of nationally-renowned Medicaid policy advisors and evaluation methodologists.

3.12.5. The Contractor shall engage its health policy advisors, health services researcher, health economist, biostatistician, project director, research analysts, coordinators and administrative assistants as needed.

3.12.6. The Contractor shall have additional staffing resources available to support the required services under this contract should there be a loss in key personnel.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, Phase 1: Granite Advantage 1115(a) Waiver Evaluation Design and Pre-Evaluation Support Development.
2. This Agreement is funded with 50% federal funds from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), Medical Assistance, CFDA #93.778, Federal Award Identification Number (FAIN) 1805NH5ADM, and 50% other funds as defined in RSA 126-AA:3,I.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service for Phase 1 of the project, in compliance with funding requirements. Failure to meet the scope of services for Phase 1 may jeopardize the Contractor's current and/or future funding.
4. Payment for services in Exhibit A, Scope of Services, shall be as follows:
   4.1. The Contractor shall submit invoices in a form satisfactory to the State by the twentieth (20th) working day of each month which identifies the deliverable(s) in Subsection 4.2, below, and details the budget line item(s) and amount(s) to be reimbursed in accordance with Exhibit B-1 Budget and Exhibit B-2 Budget. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
   4.2. The Contractor shall ensure requests for reimbursement do not exceed the Phase 1 Deliverables Budget as identified in the table below:

Phase 1 Deliverables Budget		
Task/Deliverable	**Timeline**	**Budget**
Develop Draft Evaluation Design	Contract start date – 5/20/19	$15,000
Final Approval of Draft Evaluation Design by CMS	5/21/19 – 6/30/20	$15,000
Conduct Rapid Cycle Evaluation of Granite Workforce Pilot Program	Contract start date – 12/31/19	$15,000
Final Approval of Granite Workforce Pilot Program Report	12/31/19 – 6/30/20	$20,000
Pre-Phase 2 Support	5/21/19 – 6/30/20	$14,998
	TOTAL	**$79,998**

Exhibit B

4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

4.5. Invoices shall be emailed to: Medicaidquality@dhhs.nh.gov

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between state fiscal years and amounts between budget line items may be made by written agreement of both parties and may be made without obtaining further approval of the Governor and Executive Council to the extent allowable by law.

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: University of Massachusetts Medical School

Budget Request for: Granite Advantage 1115(a) Waiver Evaluation Design and Pre-Evaluation Support
(Name of RFP)

Budget Period: Phase 1 - Contract Effective Date-06/30/19

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 9,687.00	$ 920.27	$ 10,607.27	$ -	$ -	$ -	$ 9,687.00	$ 920.27	$ 10,607.27
2. Employee Benefits	$ 3,100.00	$ 294.50	$ 3,394.50	$ -	$ -	$ -	$ 3,100.00	$ 294.50	$ 3,394.50
3. Consultants	$ 4,000.00	$ 380.00	$ 4,380.00	$ -	$ -	$ -	$ 4,000.00	$ 380.00	$ 4,380.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 106.40	$ 10.11	$ 116.51	$ -	$ -	$ -	$ 106.40	$ 10.11	$ 116.51
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 3,334.00	$ 316.73	$ 3,650.73	$ -	$ -	$ -	$ 3,334.00	$ 316.73	$ 3,650.73
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operational Reserve	$ 1,661.18	$ -	$ 1,661.18	$ -	$ -	$ -	$ 1,661.18	$ -	$ 1,661.18
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 21,888.58	$ 1,921.61	$ 23,810.19	$ -	$ -	$ -	$ 21,888.58	$ 1,921.61	$ 23,810.19
Indirect As A Percent of Direct		9.5%							

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: University of Massachusetts Medical School

Budget Request for: Granite Advantage 1115(a) Waiver Evaluation Design and Pre-Evaluation Support
(Name of RFP)

Budget Period: Phase 1 - 07/01/19-06/30/20

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 31,763.00	$ 3,017.49	$ 34,780.49	$ -	$ -	$ -	$ 31,763.00	$ 3,017.49	$ 34,780.49
2. Employee Benefits	$ 10,164.00	$ 965.58	$ 11,129.58	$ -	$ -	$ -	$ 10,164.00	$ 965.58	$ 11,129.58
3. Consultants	$ 2,250.00	$ 213.75	$ 2,463.75	$ -	$ -	$ -	$ 2,250.00	$ 213.75	$ 2,463.75
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 1,600.00	$ 152.00	$ 1,752.00	$ -	$ -	$ -	$ 1,600.00	$ 152.00	$ 1,752.00
7. Occupancy	$ 290.00	$ 27.55	$ 317.55	$ -	$ -	$ -	$ 290.00	$ 27.55	$ 317.55
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 1,666.00	$ 158.27	$ 1,824.27	$ -	$ -	$ -	$ 1,666.00	$ 158.27	$ 1,824.27
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operational Reserve	$ 3,920.17	$ -	$ 3,920.17	$ -	$ -	$ -	$ 3,920.17	$ -	$ 3,920.17
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 51,653.17	$ 4,534.64	$ 56,187.81	$ -	$ -	$ -	$ 51,653.17	$ 4,534.64	$ 56,187.81
Indirect As A Percent of Direct		9.5%							

RFP-2019-OQAI-01-GRANI

Contractor Initials AD

Exhibit B-2 Budget

Date 5.1.19

SPECIAL PROVISIONS

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

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

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

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

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

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

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

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

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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

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

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

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

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

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

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

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **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, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

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

20.2. DEPARTMENT: NH Department of Health and Human Services.

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

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

1.2. Section 10, Termination, is amended by adding the following language:

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

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

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

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

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

1.3. Section 13, Indemnification, is deleted and replaced as follows:

13. INDEMNIFICATION.

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

Contractor under this Agreement shall survive termination of this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity.

1.4. Section 14, Insurance, Subparagraph 14.1.2, is deleted in its entirety and is replaced as follows:

14.1.2. The Contractor is self-insured against special cause of loss coverage, covering all property subject to Subparagraph 9.2 through self-insurance.

1.5. Section 14, Insurance, Subparagraph 14.3, is deleted and is replaced as follows:

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9 or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9 or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) business days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide notice in accordance with the policy provisions. The Contractor shall provide the Contracting Officer identified in block 1.9 or his or her successor, no less than ten (10) business day's prior written notice of cancellation or modification of the policy.

2. Revisions to Standard Exhibits

2.1. Exhibit C, Special Provisions

2.1.1. Preamble, Contractors Obligations, is replaced as follows:

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

2.1.2. Paragraph 1, Compliance with Federal and State Laws, is deleted in its entirety.

2.1.3. Paragraph 3, Documentation, is deleted in its entirety.

2.1.4. Paragraph 4, Fair Hearings, is deleted in its entirety.

2.1.5. Paragraph 7, Conditions of Purchase, is deleted in its entirety.

2.1.6. Paragraph 8, Maintenance of Records; Subparagraph 8.2, Statistical Records, is deleted and replaced as follows:

8.2. Statistical Records: The Contractor shall maintain records as specified in Exhibit A, Scope of Services.

2.1.7. Paragraph 8, Maintenance of Records; Subparagraph 8.3, Medical Records, is deleted in its entirety.

2.2. Exhibit I, Health Insurance Portability Act Business Associate Agreement

2.2.1. Paragraph 3, Obligations and Activities of Business Associate, Subparagraphs a., b. and e. are deleted and replaced as follows:

a. The Business Associate shall notify the Covered Entity's Privacy Officer as soon as feasible, but no more than twenty-four (24) hours after the Business Associate becomes aware of any use or disclosure of Protected Health Information not provided for by the Agreement and in accordance with Exhibit K.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed;
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment without unreasonable delay and in no case later than three (3) business days of discovery of the breach and report the finding of the risk assessment in writing to the Covered Entity.

e. The Business Associate shall require all of its business associates that receive use or have access to PHI under this Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (1). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement from such business associates who shall be governed by standard Paragraph 13 of the standard contract provisions (P-37) of this Agreement (as amended) for the purpose of use and disclosure of protected health information.

2.2.2. Paragraph 6, Miscellaneous, Subparagraph f. Survival, is deleted and replaced as follows:

f. Survival: Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protection of the Agreement in section (3)1, the defense provisions of section 3(e) (as amended) and Paragraph 13 of the standard terms and conditions (P-37) as amended) shall survive the termination of the Agreement.

2.3. Exhibit K, DHHS Information Security Requirements

2.3.1. Paragraph A. Definitions, Subparagraph 6, "Incident," is deleted and replaced as follows:

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes successful attempts to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic documents or mail.

2.3.2. Section IV, Procedures for Security, Paragraph A, Subparagraph 13 is deleted and replaced as follows:

13. Contractor agrees to establish and maintain appropriate administrative, technical, physical and organizational safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is set forth in the principles of NIST 800-53.

2.3.3. Section IV, Procedures for Security, Paragraph A, Subparagraph 14 is deleted and replaced as follows:

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and the State's Security Officer of any security breach as soon as feasible, but no more than twenty-four (24) hours after the Contractor learns of its occurrence, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

2.3.4. Section IV, Procedures for Security, Paragraph A, Subparagraph 16. The last paragraph of Subparagraph 16 is deleted and replaced as follows:

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, annually, upon thirty (30) days' notice, including the privacy and security requirements provided in herein, in HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

2.3.5 Section V, Loss Reporting, first (1st) paragraph, is deleted and replaced as follows:

The Contractor must notify DHHS's Information Security Officer, Privacy Officer and Contracts Unit; via the email addresses provided in Section VI; of any information security events, Computer Security Incidents, Incidents or Breaches as soon as feasible, but no more than twenty-four (24) hours after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised. If a suspected or known information security event, Computer Security Incident, Incident or Breach involves **Social Security Administration (SSA)** provided data or Internal Revenue Services (IRS) provided **Federal Tax Information (FTI)** then the Contractor must notify DHHS Information Security ***immediately*** (without delay).

3. Renewal

3.1. The Department reserves the right to extend this agreement for up to six (6) additional years for Phase 2 of the Statement of Work: Evaluation Design Implementation, contingent upon the Centers for Medicare & Medicaid Services' (CMS) approval of the Department's Evaluation Design and Budget; and upon satisfactory delivery of services, available funding, written agreement of the parties, and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

333 South Street
Shrewsbury, Worcester County
Massachusetts 01545

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

Contractor Name: University Of Massachusetts Medical School

3.1.19
Date

Name: Patti Onorato
Title: Associate Vice Chancellor, Operations
Commonwealth Medicine

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: University of Massachusetts Medical School

3.1.19
Date

Name: Patti Onorato
Title: Associate Vice Chancellor, Operations
Commonwealth Medicine

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name: University of Massachusetts Medical School

3.1.19
Date

Name: Patti Onorato
Title: Associate Vice Chancellor, Operations
Commonwealth Medicine

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: University of Massachusetts Medical School

3.1.19
Date

Name: Patti Onorato
Title: Associate Vice Chancellor, Operations
Commonwealth Medicine

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: University of Massachusetts Medical School

3.1.19
Date

Name: Patti Onorato
Title: Associate Vice Chancellor, Operations
Commonwealth Medicine

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	University of Massachusetts Medical School
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Henry D. Lipman	Patti Onorato
Name of Authorized Representative	Name of Authorized Representative
Medicaid Director	Associate Vice Chancellor, Operations, Commonwealth Medicine
Title of Authorized Representative	Title of Authorized Representative
3/5/2019	3.1.19
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: University of Massachusetts Medical School

3.1.19
Date

Name: Patti Onorato
Title: Associate Vice Chancellor, Operations
Commonwealth Medicine

FORM A

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

1. The DUNS number for your entity is: _603847393__

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

   _X_ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

EXTRACT FROM THE RECORDS OF
UNIVERSITY OF MASSACHUSETTS

Granting Authority to Execute Contracts and All Other Instruments

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

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

I further certify that the Senior Vice President for Administration & Finance and Treasurer of the University, Lisa A. Calise, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in her absence, she has designated Andrew W. Russell, Senior Assistant Vice President of Operations and Associate Treasurer.

I further certify that effective January 22, 2019, the following is a list of designated individuals authorized in accordance with the afore referenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

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

Boston Campus
Katherine S. Newman, Interim Chancellor, Boston Campus, Boston, Massachusetts,
Kathleen Kirleis, Vice Chancellor for Administration and Finance, Boston Campus, Boston, Massachusetts,

Emily McDermott, Interim Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,
Bala Sundaram, Vice Provost for Research and Strategic Initiatives and Dean of Graduate Studies, Boston Campus, Boston, Massachusetts,
Matthew L. Meyer, Associate Vice Provost for Research and Director of the Office of Research & Sponsored Programs, Boston Campus, Boston, Massachusetts,
Shala A. Bonyun, Assistant Director for the Office of Research and Sponsored Programs, Boston Campus, Boston, Massachusetts,

Dartmouth Campus
Robert E. Johnson, Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,
Mohammad A. Karim, Provost & Executive Vice Chancellor for Academic and Student Affairs & Chief Operating Officer, Dartmouth Campus, Dartmouth, Massachusetts,
Elena Glatman, Director of Research Administration, Dartmouth Campus, Dartmouth, Massachusetts,
Michelle M. Plaud, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,
Deborah Dolan, Pre-Award and Subrecipient Manager, Dartmouth Campus, Dartmouth Massachusetts,
Michael Barone, Interim Vice Chancellor for Administration and Finance, Dartmouth Campus, Dartmouth, Massachusetts,
Alex Fowler, Associate Provost for Research & Economic Development, Dartmouth Campus, Dartmouth, Massachusetts,

Lowell Campus
Jacqueline F. Moloney, Chancellor, Lowell Campus, Lowell, Massachusetts,
Joanne Yestramski, Senior Vice Chancellor for Finance, Operations and Strategic Planning, Lowell Campus, Lowell, Massachusetts,
Michael Vayda, Provost, Lowell Campus, Lowell, Massachusetts,
Steven O'Riordan, Associate Vice Chancellor for Financial Services, Lowell Campus, Lowell, Massachusetts,
Susan Puryear, Director, Office of Research Administration, Lowell Campus, Lowell, Massachusetts,
Julie Chen, Vice Chancellor for Research & Innovation, Lowell Campus, Lowell, Massachusetts,
Anne Maglia, Associate Vice Chancellor, Research Administration, Lowell Campus, Lowell, Massachusetts,

President's Office
Katie Stebbins, Vice President for Economic Development, President's Office, Boston, Massachusetts,
Eric Heller, Deputy Director for the Donahue Institute, President's Office, Boston, Massachusetts,

Worcester
Michael F. Collins, M.D., Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,
James Glasheen, Executive Vice Chancellor Innovation & Business Development, University of Massachusetts Medical School, Worcester, Massachusetts,

John C. Lindstedt, Executive Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,
Katherine Luzuriaga, M.D., Vice Provost for Clinical and Translational Research, University of Massachusetts Medical School, Worcester, Massachusetts,
Janice Lagace, Associate Director Research Funding Services, University of Massachusetts Medical School, Worcester, Massachusetts,
Patti Onorato, Associate Vice Chancellor for Operations, Commonwealth Medicine, University of Massachusetts Medical School,, Worcester, Massachusetts,
Terence R. Flotte, M.D., Dean, School of Medicine, Provost and Executive Deputy Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,
James McNamara, Executive Director, Office of Technology Management, University of Massachusetts Medical School, Worcester, Massachusetts,
Marcy Culverwell, Associate Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,
Amy Miarecki, Assistant Vice Chancellor, Grants and Contracts Administration, University of Massachusetts Medical School, Worcester, Massachusetts,
Danielle Howard, Director Clinical Research Operations, University of Massachusetts Medical School, Worcester Massachusetts,
Melissa Spragens, Director of Sponsored Programs, University of Massachusetts Medical School, Worcester Massachusetts,
Lisa M. Colombo, Executive Vice Chancellor for Commonwealth Medicine, University of Massachusetts Medical School, Worcester Massachusetts,

I further certify that Lisa A. Calise, Andrew W. Russell, Kumble R. Subbaswamy, Robert S. Feldman, Michael Malone, Carol P. Sprague, Jennifer A. Donais, Theresa W. Girardi, Nancy E. Stewart, James B. Ayres, Laura J. Howard, Steven D. Goodwin, Katherine S. Newman, Kathleen Kirleis, Emily McDermott, Bala Sundaram, Matthew L. Meyer, Shala A. Bonyun, Robert E. Johnson, Mohammad A. Karim, Michael Barone, Alex Fowler, Elena Glatman, Michelle M. Plaud, Deborah Dolan, Jacqueline F. Moloney, Joanne Yestramski, Steven O'Riordan, Julie Chen, Michael Vayda, Anne Maglia, Susan Puryear, Katie Stebbins, Eric Heller, Michael F. Collins, MD, James Glasheen, John C. Lindstedt, Katherine Luzuriaga, MD, Janice Lagace, Patti Onorato, Terence R. Flotte, MD, James McNamara, Marcy Culverwell, Amy Miarecki, Danielle Howard, Melissa Spragens, and Lisa M Colombo are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts.

Date: 3/1/2019

Zunilda Barrett, Secretary to the
Board of Trustees

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 02/26/2019

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	PHONE (A/C, No, Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
University of Massachusetts 333 South Street, Suite 450 Shrewsbury MA 01545 USA	INSURER A: United Educators Ins, a Reciprocal RRG	10020
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570075165557 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			U4075A SIR applies per policy terms & conditions	05/01/2018	05/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$750,000 Included Excluded Included $3,000,000 Included $250,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $1,000,000			U4075A	05/01/2018	05/01/2019	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N [ ] N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract with UMass' Research & Evaluation team to provide the Granite Advantage 1115(a) Waiver with Evaluation Design, Pre-Evaluation Support Development and Implementation.

CERTIFICATE HOLDER

State of New Hampshire
Dept of Health and Human Services
129 Pleasant St.
Concord NH 03301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570075165557

University of Massachusetts
UMASS
Amherst • Boston • Dartmouth • Lowell • Medical School • UMassOnline

February 28, 2019

From: Joshua Tucker, Insurance Risk Analyst
Subject: Insurance Coverage

The following represents an update of the University's insurance coverage as of Feb 28, 2019.

General Liability
The University has a Commercial General Liability policy with limits of $1,000,000 per occurrence and $3,000,000 in the aggregate. We have a Self-Insured Retention of $250,000.

Directors and Officers
The Directors and Officers liability policy limit is $10,000,000 in the aggregate.

Automobile Liability
The University is self-insured in accordance with Chapter 258 of the Massachusetts General Laws for automobile liability with respect to vehicles that are owned by the University.

The University has an automobile insurance policy which covers some leased vehicles, hired, rented, and otherwise non-owned vehicles, with a $1,000,000 limit per occurrence.

Property
Per Massachusetts General Law Chapter 29, Section 30, the University of Massachusetts, as an agency of the Commonwealth of Massachusetts, is self-insured for property loss subject to appropriation.

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

Should you need additional information, please contact me at (774) 455-7616.

333 South Street, Suite 450 I Shrewsbury MA 01545-4176 I Tel: (774) 455-7616 I Fax: (774) 455-7592 I
www.umassp.edu

University of Massachusetts
UMASS Medical School

University of Massachusetts
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To Whom It May Concern:

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

If you have any questions or concerns please contact me at 774-455-7616. Thank you.

Sincerely,

Kate Leahy

Kate Leahy, J.D.
Insurance Analyst

333 South Street, Suite 450 | Shrewsbury MA 01545-4176 | Tel: (774) 455-7616 | Fax: (774) 455-7592 |
www.umassp.edu

University of Massachusetts Office of the President

Board of Trustees

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Chair, Compensation Committee; Governance Committee
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UMass Lowell '84 B.S.
UMass Lowell '11 (Honorary)
Exp. 2021

R. Norman Peters, JD, Vice Chair

Vice Chair
Vice Chair, Compensation Committee
Founding Partner
Peters & Sowyrda (Worcester)
Hometown: Paxton, MA
UMass Medical School '04 (Honorary)
Exp. 2019

Mary L. Burns

Chair, Advancement Committee
Principal
Splash Media Group Boston, LLC
Hometown: Lowell, MA
UMass Lowell '84 B.S.
Exp. 2021

Robert Epstein

Vice Chair, Advancement Committee
President & CEO
Horizon Beverage Group (Norton)
Hometown: Boston, MA
UMass Amherst '67 B.A.
Exp. 2020

David G. Fubini, MBA

Senior Lecturer, Harvard Business School
Director Emeritus, McKinsey & Company
Hometown: Brookline, MA
UMass Amherst '76 B.B.A.
Exp. 2018

Maria D. Furman, CFA

Chair, Audit Committee
Retired Managing Director and Bond Portfolio Manager
Standish, Ayer, & Wood (Boston)
Hometown: Boston, MA
UMass Dartmouth '76 B.A.
Exp. 2019

Stephen R. Karam

Chair, Committee on Administration and Finance
Vice Chair, Audit Committee
Principal
Karam Financial Group (Fall River)
Exp. 2022

Brian J. Madigan

Chemical Engineering
University of Massachusetts Lowell
Hometown: Lowell, MA
Exp. 2019

Katherine E. Mallett

MD Candidate
University of Massachusetts Medical School
Hometown: Worcester, MA
Exp. 2019

Jiya Nair

Operations and Information Management and Political Science
University of Massachusetts Amherst
Hometown: Shrewsbury, MA
Exp. 2019

Michael V. O'Brien

Vice Chair, Committee on Administration and Finance
Executive Vice President
WinnCompanies (Boston)
Hometown: Southborough, MA
UMass Amherst '88 B.S.
Exp. 2021

Noreen C. Okwara, M.D.

Internal Medicine Resident
Brigham & Women's Hospital (Boston)
Hometown: Lowell, MA
UMass Boston '12 B.S.
UMass Medical School '17 M.D.
Exp. 2023

Kerri E. Osterhaus-Houle, M.D.

Partner
Women's Health of Central Mass, PC (Worcester)
Hometown: Hudson, MA
UMass Medical School '99
Exp. 2018

Imari K. Paris Jeffries, BA, MEd, MA

Chair, Committee on Academic and Student Affairs
Executive Director
Parenting Journey (Boston)
Hometown: Boston, MA
UMass Boston '97 B.A., '99 M.Ed., '03 M.A.
Exp. 2021

James A. Peyser

Secretary of Education,
Commonwealth of Massachusetts
Executive Office of Education (Boston)
Hometown: Milton, MA
ex-officio

Silavong Phimmasone

Voting Student- Management; Leadership
University of Massachusetts Darmouth
Hometown: Springfield, MA
Exp. 2019

Elizabeth D. Scheibel, JD

Vice Chair, Committee on Academic and Student Affairs
Vice Chair, Governance Committee
Legal Consultant
Hometown: South Hadley, MA
Exp. 2021

Sara Tariq

Voting Student-Political Science
University of Massachusetts Boston
Hometown: Braintree, MA
Exp. 2019

Henry M. Thomas III, JD

President and CEO
Urban League of Springfield, Inc. (Springfield)
Hometown: Springfield, MA
Exp: 2017

Steven A. Tolman

President
Massachusetts AFL-CIO
Hometown: Boston, MA
UMass Boston '99 B.A.
Exp. 2022

Victor Woolridge

Chair, University of Massachusetts Building Authority
Vice President
Barings (Hartford, CT)
Hometown: Springfield, MA
UMass Amherst '80 B.A.
Exp. 2019

Charles F. Wu, MBA

Managing Director
BayNorth Capital (Boston)
Hometown: Newton, MA
Exp. 2021

Zunilka M. Barrett

Secretary to the Board of Trustees

University of Massachusetts
UMASS Medical School

University of Massachusetts Medical School

Our Mission, Values and Vision

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

Values and Vision

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

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

University of Massachusetts
UMASS Medical School

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

- achieve excellence in the practice of safe, high-quality care;

- design and implement innovative educational methods to train educators, clinicians, and scientists to meet the future health care workforce needs in Massachusetts and the United States;

- develop educators, clinicians and scientists who are equipped to become the next generation of outstanding leaders in health care;

- develop and capitalize on the strengths of all staff who provide the operational support for an academic health sciences center;

- nurture ongoing progress in the basic sciences to fuel breakthrough discoveries that will transform the practice of medicine;

- translate scientific discoveries to improve patient outcomes and address the root causes of poor health; and

- partner to create and optimize health care initiatives that improve the health of the communities we serve.

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0327095424
Notice Date: June 6, 2018
Case ID: 0-000-431-477

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

UNIVERSITY OF MASSACHUSETTS
333 SOUTH ST STE 450
SHREWSBURY MA 01545-4176

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, UNIVERSITY OF MASSACHUSETTS is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Ying (Elaine) Wang, Ph.D.
Research and Evaluation
University of Massachusetts Medical School/Commonwealth Medicine
333 South St.
Shrewsbury, MA 01545
(508) 856-3268
Ying.Wang@umassmed.edu

Education

Ph.D., (Public Policy), University of Maryland Baltimore County, Baltimore, MD/USA Thesis Title: A Second Parenthood: Effects of Caring for Grandchildren on Parents' Economic Well-being Advisor: Dave Marcotte, PhD	2005
M.P.S., (Public Policy), University of Maryland Baltimore County, Baltimore, MD/USA	2003
M.A., (Public Administration), Nanjing University (NJU), Nanjing/China	2000
B.A., (Public Administration), Nanjing University (NJU), Nanjing/China	1998

Major Leadership Positions

Senior Director, Research and Evaluation University of Massachusetts Medical School/Commonwealth Medicine, Shrewsbury, MA	2018-Present
Contract Vehicle Co-Director, Focus Area Lead American Institutes for Research, Waltham, MA	2015-2017
Site Director, Project Director (Principal Investigator Equivalent) IMPAQ International, Columbia, MD	2007-2015

Other Positions and Employment

American Institutes for Research (AIR), Waltham MA 2015-2017

- Principal Researcher

IMPAQ International, LLC (IMPAQ), Columbia MD 2006-2015

- Senior Research Associate; Research Associate

University of Maryland Baltimore (UMB), Baltimore, MD 2006

- Statistical Data Analyst

Center on Budget and Policy Priorities (CBPP), Washington, DC 2004-2006

- Statistical Data Analyst Consultant

University of Maryland Baltimore County (UMBC) 2002-2005
Department of Public Policy, Baltimore, MD

- Research Assistant

Maryland Department of Health and Mental Hygiene (DHMH) 2001-2002

- Research Assistant

University of Maryland Baltimore County (UMBC) 2000-2001
Maryland Institute for Policy Analysis and Research, Baltimore, MD

- Research Assistant

Honors and Awards

AIR Performance Spot Award	2016
Graduate School Dissertation Fellowship	2005
Graduate Research Conference Poster Competition Award	2004
Guanghua Academic Excellence Scholarship, Second place (China)	1999
Guanghua Academic Excellence Scholarship, First place, (China)	1997
Ren Min Academic Excellence Scholarship, First place (China)	1997
University's Ten Model Students (China)	1997

Educational Activities

Teaching Activities in Programs and Courses, University of Maryland Baltimore County

Statistical Application to Health Care Research, Teaching Assistant, 10+ Graduate Students	2005
Research Methods, Teaching Assistant, 10+ Graduate Students	2014

Research Education

Internship Mentoring, Waltham, MA, mentored graduate students who conducted graduate study internship at AIR	2016-2017
Technical Oversight, Waltham, MA, supervised work of 15 research staff with advanced degree; and mentored 5 direct reports/supervisees/including 3 PhD-level health economists and 2 master-level health policy researchers	2015-2017
Project Leadership and Technical Oversight, Columbia, MD, supervised and mentored 20+ research staff including those with advanced degrees to conduct health research	2007-2015

Projects in Population Health and Public Policy

Leadership Positions

Principal Investigator/Scientific Lead UMASS Medical School, Shrewsbury, MA	2018-present
Project Lead. Thought Leadership Committee Member American Institutes for Research, Waltham, MA	2015-2017
Project Director (Principal Investigator Equivalent), Technical Advisor, Quality Assurance Advisor IMPAQ International, Columbia, MD	2007-2015

Activities

Technical Oversight, Shrewsbury, MA, developed study designs and supervised project implementation	2018-present
Technical Oversight, Waltham, MA, supervised and mentored work of 15 research staff with advanced degree; and mentored 5 direct reports including 3 PhD-level economists and 2 master-level health policy researchers	2015-2017

Group Leadership of Cost, Coverage, and Innovations Focus Area, Waltham, MA, led 35 health professionals and developed training workshops for the group to study prominent policy issues related to Medicare, Medicaid, and commercial payers, as well as developed analytics capabilities using claims and electronic medical records — 2016-2016

Project Leadership and Technical Oversight, Columbia, MD, supervised and mentored 20+ research staff with advanced degrees to conduct research, evaluation, and technical assistance — 2007-2015

Projects in Population Health and Public Policy

Independent Evaluation of Massachusetts's 1115 Waiver Demonstration (2017-2022) — 2018-present

Client: MassHealth, Massachusetts Executive Office of Health and Human Services (EOHHS)

The project conducts a mixed-methods evaluation of Massachusetts' 1115 waiver programs that transform the delivery of care for most MassHealth members through Medicaid Accountable Care Organizations and Community Partners to address behavioral health and long-term services and supports. Additional demonstration goals include programs related to Medicaid coverage, access, and cost containment strategies. The outcome of the evaluation includes an evaluation design report, an interim and a final evaluation report to MassHealth and the Centers for Medicare & Medicaid Services.
Role: Co-Principal Investigator

Evaluation of the Member Experiences of the Massachusetts One Care Program — 2018-present

Client: MassHealth, EOHHS

The study has conducted member surveys on an annual basis since 2017 to examine members' experiences getting medical, behavioral health, and long-term supports services, as well as coordination of care. The surveys include quality of life, member experience, and disenrollment surveys on One Care program members, as well as a survey on Fee for Service members. The study outcomes are annual technical reports.
Role: Co-Principal Investigator

Evaluation of the Massachusetts Seniors Care Options (SCOs) and Program of All-Inclusive Care for the Elderly (PACE) Organizations. — 2018-present

Client: MassHealth, Massachusetts EOHHS

This study uses a quasi-experimental study design to evaluate the quality, cost, and utilization of medical and long-term support services among SCO plan and PACE organization members, in comparison to those in Fee for Service (FFS) settings. The outcome of the study is an evaluation report.
Role: Co-Investigator

Grandparents Raising Grandchildren due to Parents' Opioids Use — 2018-present

Client: The Executive Office of Elderly Affairs, Massachusetts EOHHS

This project estimated the number of grandparents raising grandchildren due to parents' opioids use. It also conducted key informant interviews and focus groups to assess the experiences of grandparents and provide recommendations to improve services of this population.
Role: Scientific Lead/Co-Principal Investigator

At American Institutes for Research (AIR):

Evaluation of Inequality in Family Leave on Maternal and Child Health Outcomes 2017-2017

Client: American Institutes for Research

The project designed and collected electronic medical records and survey data to evaluate the effect of California's family leave policy on maternal and child health outcomes. The outcomes of the study are a designed survey instrument and an evaluation report.
Role: Researcher

Patient Centered Outcome Research Institutes (PCORI), Session 3: Measuring Alzheimer Disease Impact and Progression 2017-2017
Client: PCORI, US DHHS

The project collected and analyzed key informant interview and literature review data to study emerging methods to engage patients with Alzheimer in research. The study produced a summary report of the literature and interview findings.
Role: Researcher

Analyses of Healthcare Provider Data 2017-2017

Client: American Institutes for Research

This project developed a concept paper of consistent and emerging health care provider issues and conducted provider data inventory.
Role: Lead

Evaluation of the Maryland Quality-Based Reimbursement System 2016-2017

Client: Robert Wood Johnson Foundation

The project evaluated the impact of the program on quality of care, cost of care, and health care disparities using data from the Maryland Health Services Cost Reimbursement Commission, the Maryland Health Care Commission, and CMS. The project generated four manuscripts with one case study and three quantitative analyses.
Role: Group Analysis Manager

Development of an Enrollee Satisfaction Survey for Use in the Health Insurance Marketplace 2015-2016
Client: Centers for Medicare & Medicaid Services, U.S. DHHS

The project designed the standard patient experience of care surveys to be used by CMS to report on and assess the performance of the Health Insurance Marketplaces and Qualified Health Plans authorized by the Patient Protection and Affordable Care Act. The outcome of the study includes patient experience of care measure data and a series of policy briefs.
Role: Group Analysis Manager

Action III: Partnership Management Administration 2015-2016

Client: Agency for Healthcare Research and Quality (AHRQ), US DHHS

The project was to assist AHRQ with identifying innovative measures and data to address AHRQ research priorities, including the effect or organization-/system-level variation on health outcomes. The focus of this task is to examine how care coordination (e.g. provider continuity) would affect cancer patients' experience of care.
Role: Task Lead

At IMPAQ International (IMPAQ):

Development of Medicare Advantage and Prescription Drug Plan Monitoring Methods 2013-2015

Client: Centers for Medicare & Medicaid Services, US DHHS

The project reviewed, analyzed, and developed monitoring methods and performance measures to evaluate program compliance with CMS rules and regulations among Medicare Parts C and D plan sponsors in several vital areas (mail-order pharmacy, pharmacy network access, coverage/organization determination and redetermination, employer group waiver plans' performance risk and vulnerabilities to beneficiaries).
Role: Project Director/Principal Investigator

Plan Finder Data Audit for Healthcare.gov 2012-2015

Client: Centers for Medicare & Medicaid Services, US DHHS

The project assisted CMS to evaluate the completeness and accuracy of benefit and cost-sharing data reported to the Plan Finder by private insurance carriers in the individual/family and small group market. The outcomes are technical reports to CMS.
Role: Project Director/Principal Investigator

Medicaid Emergency Psychitric Demonstration Technical Support 2011-2015

Client: Centers for Medicare & Medicaid Services, US DHHS

The project assisted CMS with developing, implementing, and monitoring a 3-year state-run demonstration that expanded Medicaid payments to cover inpatient emergency psychiatric care provided to Medicaid patients by private, free-standing inpatient psychiatric facilities. The outcome is quarterly validated payment data to CMS.
Role: Project Director/Principal Investigator

Medicare Part D Organizations' Performance Metrics & Composite Scoring – Report Cards (I and II) 2006-2015

Client: Centers for Medicare & Medicaid Services, US DHHS

The project developed and implemented an annual report card system to evaluate Part D plan performance and used various data analysis methods to support the implementation of star rating systems. The outcomes are star ratings produced on an annual basis as well as various technical reports to support program the implementation.
Role: Project Director/Principal Investigator

Development of Medicare Advantage, Prescription Drug Plan, and Financial Alignment Demonstratoin Monitoring Methods for Medication Therapy Management and Outbound Call Verification 2012-2013

Client: Centers for Medicare & Medicaid Services, US DHHS

The project reviewed, analyzed, and developed monitoring methods and performance measures to evaluate and assess program compliance with CMS rules and regulations. The outcome is a technical report that includes findings and recommendations for CMS.
Role: Quality Assurance Advisor and Task Lead

Development of Medicare Advantage and Prescription Drug Plan Monitoring Methods for Premium Billing, Special Needs Plan Enrollment, and Special Election Periods 2011-2012
Client: Centers for Medicare & Medicaid Services, US DHHS

The project reviewed, analyzed and developed moniotring methods and performance measures to evaluate and assess program compliance by Parts C and D plan sponsors.
Role: Quality Assurance Advisor and Task Lead

Medicaid Demonstration: Evaluation of Community-Based Alternatives (CBA) to Psychiatric Residential Treatment Facilities (PRTF) 2007-2012
Client: Centers for Medicare & Medicaid Services, U.S. DHHS

This evaluation evaluated whether the CBA demonstration program has maintained and/or improved children's functional outcomes compared to PRTFs. Also, the evaluation determined whether the demonstration program is cost neutral to PRTFs. The outcome of the study was an evaluation report to CMS and a Report to Congress.
Role: Project Manager and Task Lead

Data Review and Guidance Development for Medicare Special Needs Plans and a Quality Improvement Program for Medicare Advantage. 2009-2010
Client: Centers for Medicare & Medicaid Services, U.S. DHHS

The project reviewed and evaluated data currently collected by CMS through its oversight activities for Medicare Advantage and Special Needs Plans and to develop policy guidance on quality improvement projects (QIPs) and chronic care improvement programs (CCIPs). The outcome of the study includes several technical reports.
Role: Group Analysis Manager and Task Lead

Effective Health Care (EHC) Program Governance and National Priority-Setting: An Appreciate Inquiry and Evaluation Study 2008-2010
Client: Agency for Healthcare Research and Quality, US DHHS

The projected evaluated the governance and priority-setting processes of AHRQ's Effective Health Care (EHC) program that leads the Comparative Effectiveness Research (CER) at AHRQ and in US. The outcome of the project is a report that recommends a roadmap of the EHC program.
Role: Project Director/Principal Investigator

Development of Medicare Advantage and Prescription Drug Plan Performance Measures 2008-2009
Client: Centers for Medicare & Medicaid Services, US DHHS

The project developed and implemented performance measurement systems for evaluating Medicare Parts C and D plan sponsors in the areas of voluntary disenrollment, accessibility to care, and complaints closure. The outcome is a technical report for each of the three evaluation domains.
Role: Quality Assurance Advisor/Task Lead

National Balancing Indicator Contractor to Conduct Research on Long-Term Support System Balancing Indicators 2007-2009

Client: Centers for Medicare & Medicaid Services, US DHHS

The project supported CMS with developing a set of national indicators to assess states' efforts to balance their long-term supports systems between institutional and community-based supports.
Role: Project Manager/Task Lead

Unemployment Insurance (UI) Benefits Study 2006-2008

Client: Employment and Training Administration, U.S. Department of Labor (USDOL)

This project provided the U.S. Department of Labor with empirical information on the effectiveness of the Unemployment Insurance system, including the Reemployment and Eligibility Assessment (REA) Initiative. The study resulted in a series of evaluation reports, including one about the REA program.
Role: Lead Analyst

Combating the Worst Forms of Child Labor Through Education 2006-2007

Client: U.S. Department of Labor

This project helped government of Turkey to raise awareness of the importance of education for all children and improve and expand education infrastructures; strengthen formal and transitional education systems that encourage working children and those at risk of working to attend school; strengthen national institutions and policies on education and child labor; and ensure the long-term sustainability of these efforts. The study resulted in a technical report to USDOL.
Role: *Role: Analyst*

Scholarship

Peer-reviewed Publications

1. **Wang, Y.**; Farley, F. J.; Ferreri, P.S.; & Chelsea, P.R. (2018). Do Comprehensive Medication Review Completion Rates Predict Medication Use and Management Quality? *Research in Social and Administrative Pharmacy*. [In Press]

2. **Wang, Y.**, and D. Marcotte. Golden Years? (2007). The Labor Market Effects of Caring for Grandchildren. *Journal of Marriage and Family*, 69(5).

3. **Wang, Y.** (1999). Electronic Government: The New Trend of China's Government Renovation. *Nanjing Social Sciences*. China.

Non-print / Online materials

1. Evensen, C.; Lu, Y.; Garfinkel, S.; **Wang, Y.**; Sherman, D.; Peng, L. (2018). Evaluation of the Maryland Quality-Based Reimbursement Program: Does Paying for Performance Lead to Greater Improvements in Quality than Paying for Reporting? *Journal of Health Care Financing*. Vol 45 (1). http://healthfinancejournal.com/index.php/johcf/article/view/160

2. Garfinkel, S.; **Wang, Y.**; Lu, Y.; Moon, M.; Raines, B.; & Evensen, C. (2017). Linking Reimbursement to performance in Acute Care Hospitals: Lessons from Maryland's Implementation Experiences. *Journal of Health Care Financing*. Vol 3(3). http://healthfinancejournal.com/index.php/johcf/article/view/116

3. Benus, J., Poe-Yamagata, E., **Wang, Y.**, Kong, B., and Blass E. (2008). Reemployment and Eligibility Assessment (REA) FY 2005 Final Impact Report. *USDOL Occasional Paper Series*. ETAOP 2008-02.

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Policy Statements, White Papers, Technical Reports

1. Frentzel, E.; Kary, W.; Keller, Q.; Paez, K.; & **Wang, Y.** (2017). Session 3: Measuring Disease Impact and Progression: Key Informant Interview and Literature Review Report. To the Patient Centered Outcome Research Institute. June 2017
2. **Wang, Y.;** Lu, Y.; Brinkley, J.; & Huang, A. (2016). Geographic Variation and Consumer Experience with the Health Insurance Marketplaces. To the Centers for Medicare & Medicaid Services.
3. **Wang, Y.;** & Peng, L. (2016). Does Marketplace Navigation Mode Affect Consumer Experience Ratings? To the Centers for Medicare & Medicaid Services.
4. Paez, K.; **Wang, Y.;** Langer, M. & Frentzel, E. (2016). ACTION III Partnership Management and Administration: Data and Resources to Investigate AHRQ Research priorities. Final Report. To the Agency for Healthcare Research and Quality.
5. **Wang, Y.;** Van Dyke, K.; Bernichon, T.; Valentine, A.; & Morrison, P. (2014) Employer Group Waiver Plans Risk and Vulnerabilities Assessment Final Report. To the Centers for Medicare & Medicaid Services
6. **Wang, Y.;** Yu, G.; & Perlman, E. (2014) Plan Finder Data Audit for Healthcare.gov; Final Findings and Recommendations Report. To the Centers for Medicare & Medicaid Services.
7. **Wang, Y.;** Perlman, E.; Urdapilleta, O.; Yu, G.; & Toor, S. (2013) Outbound Call Verification Monitoring Method Final Report. To the Centers for Medicare & Medicaid Services.
8. **Wang, Y.;** Gorrell, P.; Yu, G.; & Perlman, E. (2013) Plan Finder Data Audit for Healthcare.gov: Final Funding and Recommendations Report. To the Centers for Medicare & Medicaid Services.
9. **Wang, Y.;** Kim, G.; Yu, G.; Urdapilleta, O.; & Gwet, P. (2013). Predictive Modeling on Auto-forward Appeals Counts. Final Report. To the Centers for Medicare & Medicaid Services.
10. Jimenez, J.; **Wang, Y.;** and Urdapilleta, O. (2012). Special Needs Plan Enrollment Verification. Final Report. To the Centers for Medicare & Medicaid Services.
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13. Jimenez, J.; Kim, G.; **Wang, Y.;** & Urdapilleta, O. (2012). Rejected Point of Sale (POS) Claims Monitoring Effort Final Report. To the Centers for Medicare & Medicaid Services
14. Urdapilleta, O.; Bill, N.; **Wang, Y.;** Yu, G.; Stuhan, C.; & Doswell, A. (2011). Data Collection & Analysis Final Report: Assessment of Telephonic Enrollment Request Compliance. To the Centers for Medicare & Medicaid Services.
15. Urdapilleta, W.; Kim, G.; **Wang, Y.;** Howard, J.; Varghese, R.; Waterman, G.; Busam, S.; & Palmisano, C. (2012). Final Report for the National Evaluation of the Medicaid Demonstration Waiver Home-and Community-Based Alternatives to Psychiatric Residential Treatment Facilities. To the Centers for Medicare & Medicaid Services.

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18. **Wang, Y.**, Leff, B., and Yu, G. (2010). *Analysis Report for the Special Needs Plans (SNPs) Performance Data by Three Data Sources.* Final Report. To Centers for Medicare & Medicaid Services (CMS).

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20. Dodkowitz, A., Fuda, K., **Wang, Y.**, and Buatti, L. (2010). *Comparison of the Effective Health Care (EHC) Program Governance with International Organizations.* Draft Report. *To* Agency for Healthcare Research and Quality (AHRQ).

21. Varghese, R., Weinberg, D., **Wang, Y.**, Yu, G., and Yaffe, R. (2010). *Baseline Assessment of the Performance of Medicare Advantage Organizations Across Multiple Dimensions of Quality.* Final Report. To Centers for Medicare & Medicaid Services (CMS).

22. **Wang, Y.** and Tirumalasetti, D. (2010). *Consistent Low Performer Analysis for Medicare Part D Organizations.* Final Report. To Centers for Medicare & Medicaid Services (CMS).

23. **Wang, Y.**, Roberts, T., Yu, G., Dodkowitz, A., and Varghese, R. (2010). *Analysis of Medicare Part D Organizations' Plan Characteristics and their Performance.* Final Report. To the Centers for Medicare & Medicaid Services (CMS).

24. **Wang, Y.**, Gwet, P., and Dodkowitz, A. (2010*). Weighting of Medicare Part D Performance Measures.* Final Report. To Centers for Medicare & Medicaid Services (CMS).

25. Urdapilleta, O., Nichols, D., **Wang, Y.**, Gwet, P., Boward, M., Sacchetti, M., and Yu, G. (2009). *Appropriateness of Complaint Closure.* Draft Report. To Centers for Medicare & Medicaid Services (CMS).

26. Moore, T., Walker, D., Eastman, M., Flanagan, S., Urdapilleta, O., and **Wang, Y.** (2008). *A Vision for the Long-term Care System of the Future*. White Paper. To Centers for Medicare & Medicaid Services.

27. **Wang, Y.** and Kirsch, A. (2008). *Grouping Methodology Report for Evaluating Part D Contract Performance*. Final Report. To Centers for Medicare & Medicaid Services.

28. Young, T., **Wang, Y.**, Higgins, A., AbuDagga, A., Austin, L., and Urdapilleta O. (2008). *Methodology Report for Alternative Approaches to Establishing Thresholds and Star Ratings for Part D Individual Measures*. Final Report. To the Centers for Medicare & Medicaid Services.

Presentations and Posters

International

Introduction of US Policy Consulting Industry, Nanjing University, China 12/2014

National

Wang, Y.; Farley, J. & Ferreri, S. The Association of Part D Comprehensive Medication Review-Completion Rates with Medication Outcomes. AcademyHealth Annual Research Meeting. June 2017. New Orleans, LA 06/2017

Lu, Y.; **Wang, Y.**; Evensen, C.; & Garfinkel, S.A. Does Pay for Performance Work? Evidence from Maryland's Hospital Acquired Condition Program. AcademyHealth Annaul Research Meeting. Boston, MA	06/2016
Garfinkel, S. A.; **Wang, Y.**; Lu, Y.; Moon, M.; Raines, B.; & Evensen, C. Reimbursement to Performance in Acute Inpatient Care: Lessons from Maryland's Implementation Experience. AcademyHealth Annual Research Meeting. Boston, MA	06/2016
Dodkowitz, A.; **Wang, Y.**; Fuda, K.; & Shoemaker, S. Stakeholder Engagement Practices Learned from International Comparative Effectiveness Research Agencies. AcademyHealth Annual Research Meeting. Seattle, WA	06/2011
Urdapilleta, O.; **Wang, Y.**; Varghese, R.; Kim, G.; Busam, S.; & Palmisano, C. (2010). Institutions or Community. Can Home and Community-based Services Help Maintain and Improve Children's Mental and Functional Health? AcademyHealth Annual Research Meeting. Seattle, WA	06/2011
Urdapilleta, O.; **Wang, Y.**; Varghese, R.; Kim, G.; Busam, S. & Palmisano, C. (2010). Are Home- and Community-based Services Effective in Maintaining or Improving Children's Behavioral and Functional Health? From Disparities Research to Disparities Intervention: Lessons Learned and Opportunities for the Future of Behavioral Health Services (The 3rd Annual Conference). Arlington, VA	4/2011
Urdapilleta, O., Nichols, D., and **Wang, Y.** Resolution Timeliness and Appropriateness of the Complaints Closure Process by Medicare Part C and D Sponsors. American Public Health Association (APHA) Annual Conference. Denver, CO.	11/2010
Wang, Y., Young, T., Oh, S., Kirsch, A., Powers, C., Urdapilleta, O., and Oates, V. Composite Score Methods to Evaluate Part D Organizations' Performance. AcademyHealth Annual Research Meeting. Boston, MA.	6/2010
Dodkowitz, A. and **Wang, Y.** Contrast of International Comparative Effectiveness Research (CER) Program's Governance Approaches. AcademyHealth Annual Research Meeting. Boston, MA.	6/2010
Wang, Y., Young, T., Oh, S., Kirsch, A., Powers, C., Urdapilleta, O., and Oates, V. Part D Plan Ratings: Mixed Methods to Evaluate Part D Organizations' Performance and Promote Quality Improvement. American Public Health Association (APHA) Annual Conference. Philadelphia, PA.	11/2009
Wang, Y., Plotner, K., Urdapilleta, O., Windham, B., and Jaynes, L. Community-Based Alternative to Psychiatric Residential Treatment Facilities: Early Evidence of Mississippi's MYPAC Program Effect. American Public Health Association (APHA) Annual Conference. Philadelphia, PA.	11/2009
Wang, Y., Oh, S., Kirsch, A., Powers, C., Urdapilleta, O., and Oates, V. Composite Score Methods to Evaluate Part D Organization's Performance Over Multiple Measures. American Public Health Association (APHA) Annual Conference. Philadelphia, PA.	11/2009
Wang, Y. and Marcotte, D. An Empty Nest Egg? Caring for Grandchildren and Wealth and Retirement. Presented at the PSID conference at Institute for Social Research, University of Michigan. Ann Arbor, MI.	11/2008

Wang, Y. and Marcotte, D. Panel paper at the 27th Annual Association for Public Policy Analysis and Management (APPAM) Research Conference. Washington, DC.	11/2005
Wang, Y. and Marcotte, D. Panel paper at the 75th Southern Economics Association Annual Conference. Washington, DC.	11/2005

Professional Memberships and Activities

AcademyHealth Member	2006-Present
American Economics Association Member	Past Membership
American Public Health Association Member	Past Membership
Association for Public Policy analysis and Management Member	Past Membership
Southern Economics Association Member	Past Membership

Editorial Responsibilities

Journal of Managed Care and Specialty Pharmacy, Reviewer	2017-Present
Journal of Patient Experience, Reviewer	2017-Present
Pharmacy and Pharmacology International Journal, Reviewer	2017-Present
Journal of Marriage and Family, Reviewer	2007-2010

External Professional Service

National

AcademyHealth Quality and Value (400+ members) Interest Group Advisory Committee	2017-Present

Professional Development

Leadership Workshop: Crucial Conversation, Georgetown, DC	2016

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
State Fiscal Year (SFY) 19				
Ying (Elaine) Wang, PhD	Senior Director, Research and Evaluation, Univ of Massachusetts Medical School/Commonwealth Medicine	$142,000	4%	$10,800
State Fiscal Year (SFY) 20				
Ying (Elaine) Wang, PhD	Senior Director, Research and Evaluation, Univ of Massachusetts Medical School/Commonwealth Medicine	$145,237	12%	$33,500