

W 48



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny
Commissioner

June 26, 2014

Alexander K. Feldvebel
Deputy Commissioner

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department to enter into a cooperative project agreement in the amount of \$195,000.00 with the University of New Hampshire, working through the University of New Hampshire Institute for Health Policy and Practice (Vendor #177867), to provide technical consulting services for Quality Assurance testing of the New Hampshire Comprehensive Health Information System data and maintain the Statistical Analysis System (SAS) programming required for production of the measures published on the HealthCost website. This contract is to be effective upon Governor & Council approval through June 30, 2016. Source of funds: 100% other funds.

The funding will be available in Account titled Administration as follows, subject to legislative approval of the next biennial budget:

	FY2015	FY2016
02-24-24-240010-25200000-046-500464 Consultants	\$100,000	\$95,000

EXPLANATION

Health insurance carriers are required to submit their medical and prescription claims data and enrollment files to the state on a regular basis. This information is collected in the New Hampshire Comprehensive Health Information System ("NHCHIS"), which is maintained jointly by the Insurance Department and the New Hampshire Department of Health and Human Services. The NHCHIS database is intended to be "a resource for insurers, employers, providers, purchasers of health care, and state agencies to . . . review health care utilization, expenditures, and performance in New Hampshire and to enhance the ability of New Hampshire consumers and employers to make informed and cost-effective health care choices." RSA 420-G:11-a.

After reviewing the bid responses, the Commissioner selected the University of New Hampshire's proposal as the most responsive to the Request for Proposals (RFP). The Request for Proposals was posted on the Department's website May 21, 2014 and sent to past bidders for Department contract work and companies doing work in this field. Three bids were received. Bids were evaluated by Department staff familiar with the project goals using a scoring system included in the RFP.

The major deliverables for the University of New Hampshire, working through the University of New Hampshire Institute for Health Policy and Practice, are providing ongoing Quality Assurance testing of the NHCHIS database and maintaining the SAS code for the rates produced on the www.nhhealthcost.org website.

The department respectfully requests that the Governor and Council approve the agreement for this consulting work. Your consideration of the request is appreciated.

Should other funds become no longer available, general funds will not be requested to support this program.

Very truly yours,



Roger A. Sevigny

RFP 2014 PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, Alain Couture, Martha McLeod

Evaluation process: Every member reviewed and independently evaluated the bids.

On June 20, 2014 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

All members agreed with the points assigned to each category for each bid depicted in the table below.

RFP/VENDOR	CONTRACTOR SKILL (30% of points)	CONTRACTOR EXPERIENCE & QUALIFICATIONS (25% of points)	PLAN OF WORK (15% of points)	BID PRICE- BUDGET AMOUNT	COST (30% of points)	TOTAL SCORE (100% of Points)	Score without \$\$\$	NOTES
RFP 2014-NHCHIS QAHC-02								
UNH - HPP	24.67%	25.00%	13.33%	\$195,000	29.28%	92.28%	63.00%	
The Lewin Group, Inc	23.33%	23.67%	12.67%	\$190,318	30.00%	89.67%	59.67%	
BerryDunn	22.67%	22.33%	13.00%	\$627,960	9.09%	67.09%	58.00%	

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, **Insurance Department**

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

III INSURANCE DEPARTMENT

2014 JUN 25 AM 11: 04

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Insurance Department**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/16**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **2014 NHCHIS QAHC-02**

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

State Project Administrator

Name: Barbara Richardson
 Address: New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301

Phone: 603-271-7973 x 255

Campus Project Administrator

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

Phone: 603-862-1942

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

State Project Director

Name: Alain Couture
 Address: New Hampshire Insurance
21 South Fruit Street, Suite 14
Concord, NH 03301

Phone: 603-271-7973 x257

Campus Project Director

Name: Amy Costello
 Address: UNH, IHPP
4 Library Way
Durham, NH 03824

Phone: 603-862-1241

Campus Authorized Official KS
 Date 6/25/14

F. Total State funds in the amount of **\$195,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

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

G. Check if applicable

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

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

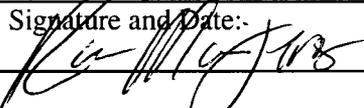
This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties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

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

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

Name: Karen M. Jensen

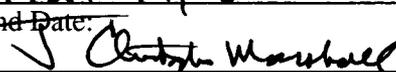
Title: Manager, Sponsored Programs Administration

Signature and Date:  6/25/14

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

Name: J Christopher Marshall

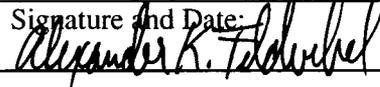
Title: Asst Atty General

Signature and Date:  6/27/14

**By An Authorized Official of:
New Hampshire Insurance Department**

Name: Alexander Feldvebel

Title: Deputy Commissioner

Signature and Date:  6/25/14

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

Name: _____

Title: _____

Signature and Date: _____

EXHIBIT A

- A. Project Title:** 2014 NHCHIS QAHC-02
- B. Project Period:** July 1, 2014 - June 30, 2016
- C. Objectives:** The primary goals of the work are to: (1) provide QA of NH CHIS data and (2) maintain the SAS programming required for production of the measures published on the HealthCost website. Campus's approach to the work steps that were identified in the RFP is described below.

D. Scope of Work:

This scope of work for QA of NHCHIS data will include:

1. Campus shall perform QA testing of the data consolidated by the state's vendor, identify issues and make recommendations for solving data quality issues. The Campus shall have direct responsibility to the State, but also serve as a resource for the State. The Campus shall participate in routine conference calls with the state's data consolidation vendor and represent the State in conference calls and meetings when no other State staff member is present, and provide recommendations to resolve data submission issues.
2. The Campus shall perform QA testing related to the data processing or consolidation services, vendor edits, processes, administrative rules, or any other factor that may impact the integrity of the NHCHIS.
3. The data consolidator utilizes various minimums and maximums, as well as other data receiving testing mechanisms in order to eliminate major data integrity issues at the point of data submission between the carrier/TPA and the data consolidator. The Campus shall evaluate and recommend any deviations from the established carrier specific threshold levels requested by a carrier/TPA and act as representative of the State with the data consolidator. The Campus shall not be responsible for managing the relationship between the State and the carrier/TPA, but will provide recommendations for resolving issues that arise between the carrier/TPA and the data consolidator or the State.
4. The Campus will anticipate at least one QA session will take place quarterly, and potentially two per quarter when data issues are identified and the extract needs to be recreated by the data consolidation vendor. Campus will staff the QA effort to allow for 2 QA sessions per quarter, not to exceed more than 3 sessions/quarter. Campus will prepare to accommodate time for loading and transfer of data with our server support staff, and staff the contract in a way to best meet the needs of the State in these circumstances.
5. Campus will document identification of issues that should be addressed or recognized by the data State agree the issue cannot be resolved efficiently or within available resources, the Campus will document the issue so that users of the data are aware of the problem.
6. Campus will provide SAS data sets to the State. Campus will work with State to understand the specifications for those datasets, as well as the appropriate delivery method for the data sets (sFTP, encrypted hard drives, etc.).

7. Campus will validate the consolidated data extract. That process includes data acquisition, confirmation of data loading, confirming the file contents, confirming the completeness of the data, and providing feedback about the data QA process. The Campus understands the need to maintain flexibility to address unanticipated findings in the data.

The scope of work for maintenance of SAS Programming for HealthCost will include:

1. The State is responsible for the content on the NH HealthCost website (www.nhhealthcost.org). The Campus is responsible for running the SAS programs developed to calculate the rate estimates available on the HealthCost website, on a quarterly basis for most rates, and less frequently for other rates. The Campus shall be responsible for any general maintenance to the SAS code used to produce the HealthCost rates, including routine debugging or investigating specific questions that may arise about the estimates associated with a particular health care provider. Maintenance may include, among other things, changes to the underlying CPT codes used to identify specific procedures, dates used for the data, carriers/TPAs or providers included in the output, procedures included in the output, minor changes to the methodology, and basic maintenance to the provider files. The State will procure a vendor specifically to identify provider associations, and the Campus will work with this vendor in order to utilize accurate provider affiliations in the HealthCost website, but the Campus is not responsible for more than basic maintenance of the provider tables specifically used by HealthCost.

Campus will review the SAS programming code on a regular basis. Assuming routine receipt of data from the consolidator, Campus will execute the SAS programming code on a quarterly basis, investigating any identified issues with the calculation of rates and estimates, at that time. This will include a review of the results of previous HealthCost estimates to the most recent, and flagging and investigating any major variations of previous results.

2. The State has procured the services of a vendor to expand the number and nature of the procedures available with rate estimates on HealthCost, including using various methodologies to show rates and health care utilization patterns. During the time period through September 2015, a vendor under contract with the State is responsible for expanding the number of procedures available on HealthCost. The Campus is responsible for running the programs once completed, and maintaining the code during the fourth quarter of 2015 and through June of 2016. Campus will integrate coding for estimates for new procedures into the current HealthCost programming. Campus will propose meeting with the University of Massachusetts team early in the process to understand their approach to SAS coding (e.g., use of macros, reliance on reference tables, etc.) for the new procedures to ensure as much efficiency to updating the existing programming with new procedures as possible.
3. The Campus is responsible for working directly with the vendor under contract with the State to maintain the website. The Campus shall submit data directly to the web developer so that the rates can be loaded to HealthCost. The Campus is responsible for coordinating with the web developer so that the test website is evaluated by the Campus after the data load, to confirm that the load took place successfully. Campus can and will closely with these vendors to ensure HealthCost gets updated efficiently.

E. Deliverables Schedule:

A proposed timeline to accomplish the tasks associated with the project is below. Campus will work with NHID to finalize a project plan at the start of the project to determine mutually agreed upon action items, deliverables, and timelines.

Timeframe	Tasks	Deliverable
Month 1 (after G&C approval); estimated early Q3 2014	<ul style="list-style-type: none"> Identify methods of communication and point people for NHID for this project (e.g. monthly status reports from UNH to NHID) Develop project plan for QA of NHCHIS, including data receipt dates and data QA results review (in conjunction with NH DHHS and Milliman) Develop project plan for transfer, test, and production of summary tables for HealthCost with NHID and Web Solutions 	<ul style="list-style-type: none"> Final work plans Communication and project status reporting plan
Q3 2014	<ul style="list-style-type: none"> First QA session of NHCHIS data Review of HealthCost SAS programming Production of summary tables for Web Solutions /HealthCost Meeting with University of Massachusetts to review approach to SAS code to ensure efficient incorporation of new procedures into existing SAS code 	<ul style="list-style-type: none"> QA session report and presentation of findings Revised SAS programming Summary tables for HealthCost Summary of plan for incorporation of SAS code for new procedures into existing SAS code
Q4 2014 – Q3 2015	<ul style="list-style-type: none"> QA session of NHCHIS data Review of HealthCost SAS programming Production of summary tables for Web Solutions/HealthCost 	<ul style="list-style-type: none"> QA session report and presentation of findings Revised SAS programming Summary tables for HealthCost
Q3 2015	<ul style="list-style-type: none"> Work with NHID and University of Massachusetts on transfer of HealthCost SAS code and documentation Incorporate UMass SAS code into HealthCost summary table process with Web Solutions 	<ul style="list-style-type: none"> SAS Code and Documentation from University of Massachusetts team incorporated into HealthCost SAS code
Q4 2015 – Q2 2016	<ul style="list-style-type: none"> QA session of NH CHIS data Review of HealthCost SAS programming Production of summary tables for Web Solutions/HealthCost 	<ul style="list-style-type: none"> QA session report and presentation of findings Revised SAS programming Summary tables for HealthCost
Q2 2016	<ul style="list-style-type: none"> Discuss potential for renewal of QA/HealthCost contract with NHID 	

F. Budget and Invoicing Instructions: Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly until the not-to-exceed amount of \$195,000 has been reached. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date.

Budget Items	State Funding	Cost Sharing (if required)	Total
1. Salaries & Wages	100,808	0	100,808
2. Employee Fringe Benefits	38,812	0	38,812
3. Travel	1,000	0	1,000
4. Supplies and Services	480	0	480
5. Equipment	0	0	0
6. Facilities & Admin Costs	53,900	0	53,900
Subtotals	195,000	0	195,000
Total Project Costs:	195,000		

STANDARD EXHIBIT I

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

Project Title: 2014 NHCHIS QAHC-02

Project Period: July 1, 2014 - June 30, 2016

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional reasonable security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with 45 CFR 164.410.
- b. The Business Associate shall comply with all applicable and required sections of the Privacy and Security Rule as set forth in 45 CFR Parts 160 and 164.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

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

- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

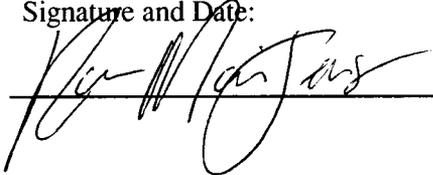
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

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

Name: Karen M. Jensen

Title Manager, Sponsored Programs Administration

Signature and Date:

 6/25/14

**By An Authorized Official of:
New Hampshire Insurance Department**

Name: Alexander Feldvebel

Title: Deputy Commissioner

Signature and Date:

