



Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

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February 18, 2022

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 Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Trustees of Dartmouth College (Vendor #177157-B013), Hanover, NH to continue operation of the NH State Cancer Registry per New Hampshire RSA 141-B and in accordance with the Centers for Disease Control and Prevention's (CDC) National Program of Cancer Registry standards to complete data modernization activities in accordance with the National Program of Cancer Registry, by increasing the price limitation by \$2,010,573 from \$4,381,239 to \$6,391,812 and by extending the completion date from June 30, 2022 to June 30, 2024, effective upon Governor and Council approval. 80.3% Federal Funds. 19.7% General Funds.

The original contract was approved by Governor and Council on November 18, 2016 (Item #21), amended on June 6, 2018 (Item #13), amended on May 15, 2019 (Item #11), and most recently amended on November 18, 2020 (Item #32).

See attached fiscal details

EXPLANATION

The Department is required to collect information on cancer cases diagnosed in NH and among NH residents per New Hampshire RSA 141-B. The Department is requesting to extend the contract to allow for continuous operation of the NH State Cancer Registry and to enable the Contractor to complete the necessary data modernization activities. This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion date and there are no renewal options available. The Contractor currently operates the NH State Cancer Registry and is therefore uniquely qualified to complete the necessary enhancements.

The purpose of this request is to amend the contract to continue operation of the NH State Cancer Registry and expand upon the current work, including data modernization activities in accordance with the National Program of Cancer Registry standards. The Contractor will also:

- Collaborate with the Department on electronic pathology reporting.
- Participate in electronic pathology workgroup calls.
- Review incoming electronic pathology reports.
- Respond to requests related to the registry database, electronic pathology reports, electronic provider reports, and electronic reports from hospital cancer registries.

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- Review, refine, and evaluate data management reports, dashboard interfaces, and administrative interfaces.
- Participate in and contribute to the cancer surveillance cloud-based computing platform Data Governance Council meetings.
- Develop training materials and resources to promote engagement of local leaders around interpretation and use of Standardized Incidence Ratios.
- Collaborate with the Department and develop training and resources to promote engagement of local leaders.
- Engage stakeholders in project development and implementation to ensure utility and usability of deliverables.
- Collaborate with the Comprehensive Cancer Program to share information on cancer survivorship experiences in New Hampshire.

Approximately 1.3 million individuals will be served during State Fiscal Years 2022, 2023, and 2024, through cancer-related programming that is informed using data from the NH State Cancer Registry.

The Department will monitor services to ensure:

- All data variables listed in New Hampshire Administrative Rule He-P 304.2 are collected in the NH State Cancer Registry for each incident cancer case.
- The NH State Cancer Registry database meets CDC's National Program of Cancer Registries and North American Association of Cancer Registry standards.
- Data are ninety-five percent (95%) complete based on observed-to-expected cases as computed by CDC.
- The NH State Cancer Registry meets data quality criteria from the Advanced National Data Quality Standards.

Should the Governor and Council not authorize this request, the Department would be unable to collect information on the majority of cancers diagnosed in NH as obligated per New Hampshire RSA 141-B. Additionally the Department may be unable to support a high quality cancer registry and will lose the ability to monitor cancer trends; respond to community concerns related to cancer clusters; inform and educate communities about cancer risk; develop policies and plans that address cancer risk in the community; evaluate the effectiveness, accessibility and quality of cancer prevention and control strategies; and provide data to researchers to understand the causes and treatments for cancer.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.898, FAIN #NU58DP006298, Assistance Listing Number #93.991, FAIN #NB01OT009381.

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

Fiscal Details

**05-95-90-900510-86660000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, CANCER REGISTRY
100% Federal Funds CDC, Comprehensive Cancer Control Program & Cancer Registry**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90080080	\$251,736	\$0	\$251,736
			<i>Sub Total:</i>	<i>\$251,736</i>	<i>\$0</i>	<i>\$251,736</i>

05-95-90-900510-86660000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, CANCER REGISTRY 100% General Funds

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2017	601-500931	State Fund Match	90056005	\$100,045	\$0	\$100,045
			<i>Sub Total:</i>	<i>\$100,045</i>	<i>\$0</i>	<i>\$100,045</i>

**05-95-90-902010-22150000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERVICES, CDC ORAL HEALTH GRANT
100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90080080	\$173,000	\$0	\$173,000
			<i>Sub Total:</i>	<i>\$173,000</i>	<i>\$0</i>	<i>\$173,000</i>

**05-95-90-902010-33970000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERVICES, CANCER REGISTRY
100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90080080	\$446,542	\$0	\$446,542
2019	102-500731	Contracts for Prog Svc	90080080	\$454,217	\$0	\$454,217
2020	102-500731	Contracts for Prog Svc	90080080	\$543,542	\$0	\$543,542
2021	102-500731	Contracts for Prog Svc	90080080	\$411,194	\$0	\$411,194
2022	102-500731	Contracts for Prog Svc	90080080	\$411,194	\$183,863	\$595,057

Fiscal Details

2023	102-500731	Contracts for Prog Svc	90080080	\$0	\$529,201	\$529,201
2024	102-500731	Contracts for Prog Svc	90080080	\$0	\$529,201	\$529,201
			<i>Sub Total:</i>	\$2,266,689	\$1,242,265	\$3,508,954

05-95-90-902010-33970000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERVICES, CANCER REGISTRY 100% General Funds

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2018	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
2019	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
2020	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
2021	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
2022	102-500931	State Fund Match	90056005	\$150,000	\$21,974	\$171,974
2023	102-500931	State Fund Match	90056005	\$0	\$186,667	\$186,667
2024	601-500931	State Fund Match	90056005	\$0	\$186,667	\$186,667
			<i>Sub Total:</i>	\$750,000	\$395,308	\$1,145,308

**05-95-90-901010-80110000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, PREVENTIVE HEALTH BLOCK GRANT
100% Federal Funds CDC Preventive Health and Health Service Block Grant (PHHSBG)**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$0	\$69,611
2019	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$0	\$69,611
2020	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$0	\$69,611
2021	102-500731	Contracts for Prog Svc	90001037	\$100,000	\$0	\$100,000
2022	102-500731	Contracts for Prog Svc	90001037	\$19,611	\$119,000	\$138,611
2023	102-500731	Contracts for Prog Svc	90001037	\$0	\$119,000	\$119,000
2024	102-500731	Contracts for Prog Svc	90001037	\$0	\$119,000	\$119,000
			<i>Sub Total:</i>	\$328,444	\$357,000	\$685,444

Fiscal Details

05-95-90-902010-10790000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERVICES, PEDIATRIC CANCER SURVEY
100% Other Funds

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	90080095	\$500,000	\$0	\$500,000
2022	102-500731	Contracts for Prog Svc	90080095	\$0	\$0	\$0
			<i>Sub Total:</i>	<i>\$500,000</i>	<i>\$0</i>	<i>\$500,000</i>

Fiscal Details

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, COMPREHENSIVE CANCER
 100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	90080080	\$11,325	\$0	\$11,325
2020	102-500731	Contracts for Prog Svc	90080080	\$0	\$0	\$0
2021	102-500731	Contracts for Prog Svc	90080080	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	90080183	\$0	\$16,000	\$16,000
2023	102-500731	Contracts for Prog Svc	90080183	\$0	\$0	\$0
2024	102-500731	Contracts for Prog Svc Contracts for Prog Svc	90080183	\$0	\$0	\$0
			<i>Sub Total:</i>	\$11,325	\$16,000	\$27,325
			TOTAL:	\$4,381,239	\$2,010,573	\$6,391,812



STATE OF NEW HAMPSHIRE
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Denis Goulet
Commissioner

February 14, 2022

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with Trustees of Dartmouth College, of Hanover, NH, and as described below and referenced as DoIT No. 2016-081D.

The purpose of this agreement is for the Trustees of Dartmouth College to allow for continuous operation of the NH State Cancer Registry and to complete data modernization activities in accordance with the National Program of Cancer Registry.

The funding amount for this amendment is \$2,010,573, increasing the current contract from \$4,381,239 to \$6,391,812 and extending the completion date from June 30, 2022 to June 30, 2024. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2024.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA
DoIT #2016-081D
cc: Michael Williams, IT Manager, DoIT

**State of New Hampshire
Department of Health and Human Services
Amendment #4**

This 4th Amendment to the Cancer Registry Operations contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Trustees of Dartmouth College ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016, (Item #21), as amended on June 6, 2018, (Item #13), as amended on May 15, 2019 (Item #11), and subsequently amended on November 18, 2020 (Item #32) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$6,391,812.
3. Modify Exhibit A, Amendment #3 by replacing it in its entirety with Exhibit A, Amendment #4, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit A-1 Additional Cancer Data Registry Technical Requirements by replacing it in its entirety with Exhibit A-1, Amendment #4, Additional Cancer Data Registry Technical Requirements which is attached hereto and incorporated by reference herein.
5. Modify Exhibit K, Amendment #3, Section 2, Paragraph 6., to read:
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail or courier such as FedEx or UPS within the continental U.S. and when sent to a named individual.
6. Modify Exhibit K, Amendment #3, Section 4, Paragraph 5., to read:
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information. The Contractor will not permit access to confidential information unless End Users attest to receiving security awareness and HIPAA training within the last year.
7. Add Exhibit B-10, Amendment #4, which is attached hereto and incorporated by reference herein.
8. Add Exhibit B-11, Amendment #4, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-12, Amendment #4, which is attached hereto and incorporated by reference herein.
10. Add Exhibit B-13, Amendment #4, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #4 remain in full force and effect. This Amendment shall be upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/22/2022

Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: director

Trustees of Dartmouth College

2/22/2022

Date

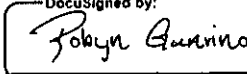
DocuSigned by:
Jill.M.Mortali@dartmouth.edu
Name: Jill.M.Mortali@dartmouth.edu
Title: Director, Office of Sponsored Projects

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

OFFICE OF THE ATTORNEY GENERAL

2/23/2022

Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. All services to be performed under this contract shall be in accordance with New Hampshire Department of Health and Human Services (DHHS), New Hampshire law RSA 141-B, New Hampshire Administrative rules He-P 304, United States Public Law 102-515, and Centers for Disease Control and Prevention (CDC), National Program of Cancer Registries (NPCR) and North American Association of Central Cancer Registries (NAACCR) standards and guidelines.

2. Required Activities

- 2.1. The Contractor shall present for discussion and proposed modifications, a Work Plan. The timeline and work plan shall meet all due dates for deliverables noted in the Deliverables and Key Performance Indicators set forth in Section 15 of this document.
- 2.2. The Contractor shall have all fully qualified staff assigned in support of the New Hampshire State Cancer Registry (NHSCR) contract.
- 2.3. The Contractor shall ensure appropriate contractor personnel are required to attend regular meetings with Department staff as well as other meetings as necessary.
- 2.4. The Contractor shall allow full participation of the DHHS in the ongoing, onsite operations of contract activities including interacting directly with contractor staff, viewing abstract processing, participating in customizing registry software selecting edits, aspects of database management, system security, and quality assurance that the DHHS deems necessary.
- 2.5. The Contractor shall provide DHHS with technical assistance and expertise on matters within the scope of work of the contract.
- 2.6. The Contractor shall collaborate with DPHS on electronic pathology (ePath) reporting through the APHL AIMS Platform.
- 2.7. The Contractor shall participate in bi-weekly calls and in quarterly ePath Workgroup (WG) calls with laboratories.
- 2.8. The Contractor shall review incoming ePath reports for completeness and quality and use ePath reports for case finding.

New Hampshire Department of Health and Human Services
Cancer Registry Operations

Exhibit A – Amendment #4



- 2.9. The Contractor shall respond to requests for size of registry database, number of ePath reports, electronic provider reports, and electronic reports from hospital cancer registries.
- 2.10. The Contractor shall participate in evaluation activities to measure the effectiveness of the Cancer Surveillance Cloud-Based Computing Platform (CS-CBCP) to improve timeliness, completeness, and quality of cancer reporting.
- 2.11. The Contractor shall participate in requirements-gathering sessions to provide input on CS-CBCP functionality, and identify any further development opportunities.
- 2.12. The Contractor shall review, refine, and evaluate data management reports, dashboard interfaces, and admin interfaces.
- 2.13. The Contractor shall actively participate in and contribute to CS-CBCP Data Governance Council meetings.

3. Cancer Registry Operation

- 3.1. The Contractor shall operate an incidence-based statewide cancer registry reporting system in accordance with RSA 141-B and Part He-P 304 of the New Hampshire Administrative Rules, http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html. The Contractor shall collect information and maintain an electronic database of all incident cancer cases occurring among the New Hampshire population according to the Administrative Rules.
- 3.2. The Contractor shall facilitate and encourage submission of reports for each incident case. Facilitate and encourage submission of reports for each incident case defined in RSA 141-B:7 (<http://www.gencourt.state.nh.us/rsa/html/X/141-B/141-B-mrg.htm>), all the data variables listed in administrative rule He-P 304.02 by "health facilities" within an expected time frame as listed in Administrative Rule He-P 304:01(e) and He-P 304.01(l) (http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html). Facilitation and encouragement may include writing letters, calling by telephone and personal visits to health providers and/or health facility administrators or supervisors. ("Health Facilities" shall be defined according to the Administrative Rules.)
- 3.3. The Contractor shall inform DHHS of facilities that remain out of compliance with reporting requirements despite Contractor notification in the following situations:
 - 3.3.1. Denial or lack of access to pathology reports or medical records;
 - 3.3.2. Lack of submission of reports within one month or expected date; and
 - 3.3.3. Lack of response to letter or other formal inquiry within one month.

New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A – Amendment #4

- 3.4. The Contractor shall adhere to Timetable of Data Deliverables:
- 3.4.1. The NHSCR data shall meet the following five (5) data quality criteria [National Data Quality Standard (formally known as the 24-Month Standard)]:
 - 3.4.1.1. Data are ninety-five percent (95%) complete based on observed-to-expected cases as computed by CDC.
 - 3.4.1.2. There are three percent (3%) or fewer death-certificate-only cases.
 - 3.4.1.3. There is a one (1) per one thousand (1,000), or fewer, unresolved duplicate rate.
 - 3.4.1.4. The maximum percent missing for critical data elements are:
 - 3.4.1.4.1. Two percent (2%) age.
 - 3.4.1.4.2. Two percent (2%) sex.
 - 3.4.1.4.3. Three percent (3%) race.
 - 3.4.1.4.4. Two percent (2%) county.
 - 3.4.1.4.5. Ninety-nine percent (99%) pass a CDC-prescribed set of standard edits.
 - 3.4.2. The NHSCR data shall meet the following data quality criteria [Advanced National Data Quality Standards (formally known as the 12-Month Standard)]:
 - 3.4.2.1. Data are ninety percent (90%) complete based on observed-to-expected cases as computed by CDC.
 - 3.4.2.2. There is a two (2) per one thousand (1,000) or fewer unresolved duplicate rate.
 - 3.4.2.3. The maximum percent missing for critical data elements are:
 - 3.4.2.3.1. Three percent (3%) age.
 - 3.4.2.3.2. Three percent (3%) sex.
 - 3.4.2.3.3. Five percent (5%) race.
 - 3.4.2.3.4. Three percent (3%) county.
 - 3.4.2.3.5. Ninety-seven percent (97%) pass a CDC-prescribed set of standard edits.

New Hampshire Department of Health and Human Services
Cancer Registry Operations

Exhibit A – Amendment #4



- 3.4.3. The NHSCR shall conduct data linkages needed for registry operations upon request and establish a mechanism for reimbursement of staff time spent on these projects.

4. Case Ascertainment Activities

- 4.1. The Contractor shall establish and implement case reporting from any new or existing free-standing radiation oncology facility in the state.
- 4.2. The Contractor shall establish and implement case reporting from any new or existing free-standing medical oncology facility in the state.
- 4.3. The Contractor shall establish and implement case reporting from any new or existing free-standing surgical oncology facility in the state.
- 4.4. Reserved.
- 4.5. The Contractor shall establish and implement electronic case finding from hospital or private pathology labs and from out-of-state pathology laboratories.
- 4.6. The Contractor shall perform death clearance at least annually. Death clearance should be performed by matching records in the NHSCR with New Hampshire mortality data provided by the DHHS and with National Death Index, to determine the level of the NHSCR's record completeness for in-state and out-of-state deaths to New Hampshire residents where cancer is identified as a cause of death.
- 4.7. For in-state deaths, the Contractor shall make a determination as to the cause of and appropriate correction for cancer incidents not reported to the NHSCR. This shall include contacting the certifier of the death for case follow back as necessary. For deaths of individuals in NHSCR database, the contractor shall electronically update the Vital Status, date of death and cause of death for matching cases.
- 4.8. The Contractor shall operate query systems that cross checks definitive reports, rapid reports, and non-reportable data sources using data linkage processes to ensure maximum case ascertainment.
- 4.9. The Contractor shall update the NHSCR Operations Policies and Procedures Manual and the Systems, Security and Integrity Manual annually. This manual on NHSCR procedures is for potential distribution to all reporting health providers and health facilities. The manual will provide documentation of the objectives, implementation and operation of the registry. All the contractor staff of the Cancer Registry Operations and DHHS, including the DHHS Information Security Officer, shall be provided with a copy of the manual. This manual shall contain, at a minimum:
- 4.9.1. Most current reporting laws/regulations;
- 4.9.2. List of reportable diagnoses;
- 4.9.3. List of required data items.

New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A – Amendment #4

- 4.9.4. Procedures for data processing operations including:
 - 4.9.4.1. Procedures for monitoring timeliness of reporting;
 - 4.9.4.2. Procedures for receipt of data;
 - 4.9.4.3. Procedures for database management including a description of the Registry Operating System (software);
 - 4.9.4.4. Procedures for conducting death certificate clearance;
 - 4.9.4.5. Procedures for implementing and maintaining the quality assurance/control program:
 - 4.9.4.5.1. Conducting follow-back to reporting facilities on quality issues. These procedures include rules for identifying when action or further investigation is needed;
 - 4.9.4.5.2. Conducting record consolidation;
 - 4.9.4.5.3. Maintaining detailed documentation of all quality assurance operations;
 - 4.9.4.5.4. Procedures for education and training.
- 4.9.5. Procedures for conducting data exchange including a list of states with which case-sharing agreements are in place, subject to existing agreements, and DHHS approval;
- 4.9.6. Procedures for conducting data linkages.
- 4.9.7. Procedures insuring confidentiality and data security including disaster planning;
- 4.9.8. Procedures for data release including access to and disclosure of information as permitted by RSA 141-B, and He-P 304 and which may require use of DHHS Data Sharing or Exchange Agreement, and approval; and
- 4.9.9. Procedures for maintaining and updating the NHSCR Operations Policies and Procedures Manual and the Systems, Security and Integrity Manual.
- 4.10. The Contractor shall revise the NHSCR operations manual when any changes are made to policies and procedures relating to the NHSCR activities based on contractor need or as requested by the DHHS. The contractor will submit the changes to the DHHS, who will review and seek revision or approve within 30 days.

New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A – Amendment #4

- 4.11. The Contractor shall review and update existing documents for reporting facilities, including, but not limited to letters, user application forms, reporting requirement document, and Webplus user guides.
- 4.12. The Contractor shall determine needed updates in consultation with the DHHS. When updates are needed, develop updated material, obtain approval of the DHHS, and provide to reporting facilities and post them on web for easier access.
- 4.13. Through site visits to New Hampshire hospitals conducted as needed, the Contractor shall review discharge, laboratory and pathology reports as well as medical charts to ensure the completeness of case reporting and accuracy for completion.
- 4.14. The Contractor shall update quality control efforts inclusive of capacity to participate in the CDC-sponsored Data Quality Evaluations (DQEs) and central registry sponsored audits of reporters as per NPCR Program Standards including, but not limited to:
 - 4.14.1. Preparing for the DQE and responding to its findings with procedural changes.
 - 4.14.2. Conducting recoding audits focusing on the new North American Association of Central Cancer Registries (NAACCR) 18 variables.
 - 4.14.3. Reserved.
 - 4.14.4. Obtaining data and reports, and providing feedback related to the DQE including, but not limited to:
 - 4.14.4.1. De-identifying any data that needs to be sent to the auditor;
 - 4.14.4.2. Transmitting the data;
 - 4.14.4.3. Responding to questions on the data and any additional requests from the auditor;
 - 4.14.4.4. Reviewing the preliminary DQE report and providing feedback;
 - 4.14.4.5. Participating in the final DQE feedback meeting; and
 - 4.14.4.6. Utilizing DQE feedback to amend procedures to optimize data quality.
- 4.15. The Contractor shall implement changes to the data release process that will facilitate NAACCR's Virtual Pooled Registry (VPR) linkage projects subject to existing agreements between DHHS and NAACCR, and which may include approval and signing of a DHHS Data Sharing or Exchange Agreement including, but not limited to:

New Hampshire Department of Health and Human Services
Cancer Registry Operations



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- 4.15.1. Reviewing and accepting the VPR template and proposed procedures for the central data release application form.
- 4.15.2. Amending NH's data release procedures so that the Department (NH DHHS), as allowed by He-P 304, participates in the central approval process.
- 4.15.3. Comparing the documents used by NH and those proposed by NAACCR as the coordinating body for the VPR Cancer Linkage System.
- 4.15.4. Collaborating with the New Hampshire DHHS Privacy Officer and DHHS Legal and Regulatory Services to assess whether the common VPR process is acceptable to the Department.

5. Additional Requirements

- 5.1. The Contractor shall continue business operations to support the State's requirements defined in Exhibit A-1, Additional Cancer Data Registry Technical Requirements.
- 5.2. The Contractor shall continue to provide and set up necessary computer hardware, including servers and computers for the NHSCR contractor staff, necessary to maintain the NHSCR database. All hardware and software shall be compatible with NPCR requirements.
- 5.3. The Contractor shall provide connectivity for all reporting facilities to transmit data to the NHCSR.
- 5.4. The Contractor shall maintain secure web access to the NHSCR seven days per week for Web Plus on-line data entry and data file uploading.
- 5.5. The Contractor shall continue to utilize the current automated data management system, consistent with national standards and populated with NHSCR data. (The Department maintains the discretion to utilize any kind of data management system. There shall be no modifications to the data management system software without the approval of the Department, DHHS Information Security and NH DoIT).
- 5.6. The Contractor shall train staff in operation of software systems.
- 5.7. The Contractor shall update all the components of the software, as required and shall participate in the relevant CDC software users group.
- 5.8. The Contractor shall revise the WebPlus login page to include a terms and conditions for use statement and acknowledgement. The Contractor agrees to work with the Department to develop this language.

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- 5.9. The Contractor shall work with the Department's Information Security to review and evaluate its Security Improvement Plan and complete a Privacy Impact Assessment (PIA) as directed by the Department. Both parties will endeavor in good faith to develop and finalize the Security Improvement Plan by March 31, 2022. If the March deadline is not met, the Department, at its discretion, may approve a 30-day extension. The Contractor shall implement the Security Improvement Plan by setting reasonable milestones and dates for implementation, as approved by the Department's project manager.
- 5.10. The Contractor shall continue to develop and implement procedures for the electronic submission and processing of laboratory pathology and cytology reports utilizing NAACCR standards.
- 5.11. The Contractor shall maintain an electronic log of facilities and personnel who report data to NHSCR (in excel or access or any other system) which includes at minimum; facility ID, name and contact information of personnel (reporters and supervisors), and log of prior facility contacts. Access logs shall be kept for six (6) years.
- 5.12. The Contractor shall maintain NHSCR Technical Assistance reports between NHSCR and reporters. Maintain these files or modify or upgrade them with approval of the NH DHHS Information Security Officer.
- 5.13. The Contractor shall maintain an electronic log of all abstracts received from each reporting facility that includes facility ID, number of abstracts received, date received, format of data received and NAACCR version if electronic submission. Abstract logs shall be kept for six (6) years.
- 5.14. The Contractor shall maintain the prior NHSCR vendor copies of hard copy logs and electronic logs of abstracts submitted to NHSCR for six (6) years.
- 5.15. The Contractor shall upgrade or replace user software and or hardware and make necessary changes to customize software because of advancing technology and or modifications required by NH DoIT, DHHS, NPCR or NAACCR standards. Make further upgrade(s) or replacements(s) during the life of this contract, at an additional negotiated price, if so requested by DHHS and subject to all necessary state approvals.
- 5.16. Reserved.
- 5.17. Reserved.

6. Database Management Activities

- 6.1. The Contractor shall develop and implement procedures for the timely and accurate consolidation of cancer reports.
- 6.2. The Contractor shall consolidate tumor records and treatment information in accordance with standards set forth by NPCR, NAACCR or the SEER.

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- 6.3. The Contractor shall perform routine, standard edit checks on all reports received in accordance with NPCR and NAACCR standards. The contractor shall be responsible for the accuracy of the data it codes, edits and consolidates and for maintaining the integrity of the data from year to year. At a minimum, the editing and review of data would include:
 - 6.3.1. Routine visual review of abstracts and error reports;
 - 6.3.2. Installation and use of the most recent standard edit set metafiles as chosen by the DHHS and the Contractor;
 - 6.3.3. Detection of errors during editing, documentation of errors found and corrections of errors detected;
 - 6.3.4. Detection and consolidation of multiple abstracts tumor records) received during the contract that match cases reviewed in current or prior years;
 - 6.3.5. Detection and removal of duplicate consolidated cases (that is two or more consolidated records for the same tumor in an individual);
 - 6.3.6. Describe strategy for the routine, continual detection and removal of the duplicates from the NHSCR database – even after current accession year has closed.
- 6.4. The Contractor shall assure that the individual case records in the NHSCR automated database are computer-edited for duplicate records, invalid coding, improbable values, and inconsistencies prior to statistical processing and data compilation for analytical purposes. Areas to be edited include, but are not limited to:
 - 6.4.1. Data Range Checks;
 - 6.4.2. Geographic Coding Assignment;
 - 6.4.3. Duplicate Record Checks;
 - 6.4.4. Invalid values
 - 6.4.5. Relational items as follows:
 - 6.4.5.1. City at diagnosis field must only have values that exactly match legitimate New Hampshire City, town, or village names in list supplied by DHHS.
 - 6.4.5.2. City at diagnosis, the code for county and state of diagnosis must always agree and where city at diagnosis exists, a code for county at diagnosis must be provided.
 - 6.4.5.3. Vital status and cause of death fields must correspond, and cause of death must be a valid ICD-10 cause of death code or one of the special NAACCR codes, unless this information is missing from data supplied by NH Vital Records.

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- 6.4.5.4. Records should be checked to make sure that the physician's name is correctly entered into first and last name fields.
 - 6.4.5.5. Records should be checked to compare sex of patient and the first name of the patient as a guide for determining correct entry of the record.
 - 6.4.5.6. No logical conflicts shall exist between all the treatment diagnosis fields and the related reason for no treatment fields.
 - 6.4.5.7. Apply applicable NPCR and NAACCR Central Registry edits to data fields.
- 6.5. The Contractor shall geocode all cancer reports of New Hampshire residents for address and census tract, for a given year and accurately incorporate new and revised coding into NHSCR database.

7. Internal Security Vulnerability Testing

- 7.1. Reserved.
- 7.2. Reserved.
- 7.3. Reserved.
- 7.4. The Contractor shall conduct on-going vulnerability testing of databases, website, web-based portals, or systems developed, implemented, managed, or supported as a deliverable for this contract. Certification of this testing will be provided to DHHS Information Security. The objective of said Vulnerability Testing is to identify design and/or functionality issues in infrastructure of systems that could expose Confidential Data, as well as, computer and network equipment and systems to risks from malicious activities. Within 15 days after a Vulnerability Test has revealed a security risk that does not have an immediate remediation path, the Contractor will provide DHHS Information Security with a report of the security issues that were revealed and within 45 days of testing the Contractor will provide DHHS Information Security with a remediation plan. DHHS will decide, in consultation with the Contractor, which, if any, security issues revealed from the vulnerability Test will be remediated by the Contractor.

8. Information and System Security Policies and Procedures

- 8.1. Reserved.
- 8.2. Reserved.
- 8.3. Reserved.
- 8.4. Reserved.
- 8.5. Reserved.
 - 8.5.1. Reserved.

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- 8.5.2. Implement full security measures, which include all applicable privacy, confidentiality standards, to ensure the security and quality of all the elements in the NHSCR database through procedures that shall include the following:
 - 8.5.2.1. Ensure that equipment is protected from theft and accidental or deliberate damage or misuse.
 - 8.5.2.2. Ensure that once computer programs and data sets are completed and in routine use, they are protected against tampering. Carefully control access to and maintenance of computer programs and NHSCR database.
 - 8.5.2.3. Ensure that copies of original data submitted are maintained and never altered.
 - 8.5.2.4. Ensure that data are protected against inadvertent or deliberate destruction, modification, or dissemination.
 - 8.5.2.5. Ensure procedures for backup, archiving, and disaster recovery for computer programs and NHSCR database.
 - 8.5.2.6. Ensure that passwords are changed, access denied and other security procedures are in place to protect against ongoing access and sabotage when staff resign, are terminated, or no longer assigned to NHSCR contract.
- 8.6. The Contractor shall maintain the security and integrity of the NHSCR data. Re-process data at no additional cost to DHHS in accordance with DHHS instructions if the DHHS or contractor finds that contractor has corrupted, altered, tampered with, or improperly coded/processed any data sets during the duration of the Contract.
- 8.7. The Contractor shall immediately report to the NH DHHS Information Security Officer of all errors or anomalies in the NHSCR data, which could reasonably believe to suggest that security, privacy, or integrity of the NHSCR, or its data may be compromised. The results of any analysis shall be reported to the NH DHHS Information Security Officer and, in addition, the steps it has taken or intends to take to ensure security and integrity of the NHSCR and its data.
- 8.8. Reserved.
- 8.9. Reserved.

9. Training and Education

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- 9.1. The Contractor shall provide consultation, technical assistance, and training to assure accurate, timely and complete data from reporters (registrars, medical record personnel, providers and abstractors) at reporting facilities.
- 9.2. The Contractor shall provide technical assistance by phone or in person to individual reporting facilities and providers during normal weekday business hours; response time for telephone consultation shall be no longer than one working day after request is received or for onsite consultation, no longer than 10 working days.
- 9.3. The Contractor shall assess the training needs of various reporting facilities; develop written guidance, policies and procedures for reporting facilities; and provide technical assistance and training for reporting facilities.
- 9.4. Annually, the Contractor shall convene state cancer registrars meeting to include educational and technical sessions to cancer registrars of New Hampshire hospitals to foster compliance with reporting requirements as developed by the DHHS. The meeting will be hosted either in person, or remotely using Zoom or equivalent software, if PHI or other Confidential Data (as defined in Exhibit K – DHHS Information Security Requirements) will be shared a HIPAA compliant video conferencing solution must be used.
- 9.5. The Contractor shall provide twice annually, web-based training and education sessions to cancer registrars of New Hampshire hospitals on topics identified by the contractor in consultation with DHHS that will help improve cancer reporting. These may include instruction on proper cancer coding; use of edit sets; new software etc.
- 9.6. The Contractor shall send one (1) staff member to attend the North American Association of Cancer Registries (NAACR) Conference in order to increase its capacity for collecting and utilizing cancer-related data by increasing staff knowledge.
- 9.7. The Contractor shall develop training materials and resources to promote the engagement of local leaders, including local health officers, town administration, and elected officials, around interpretation and use of Standardized Incidence Ratios (SIRs), which includes, but is not limited to:
 - 9.7.1. Collaborating with the Department and developing training and resources to promote the engagement of local leaders, including local health officers, town administration, and elected officials around interpretation and use of SIRs.
 - 9.7.2. Engaging stakeholders, including the Department, the APPLETREE program, other state partners, community members, and members of the target population, in project development and implementation to ensure utility and usability of deliverables.

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- 9.7.3. Developing training resources to promote an understanding of the State's process for responding to cancer investigations, in order that local leaders are able to fit into and inform the process, including how to best assess concerns and understand related environmental, health outcome, and risk factor data.
- 9.7.4. Engaging stakeholders; arranging and facilitating meetings; researching and assembling materials; facilitating training sessions; and producing and posting resources, including written materials and recorded presentations and/or trainings.
- 9.7.5. Providing a formal evaluation, that includes but is not limited to written materials and recorded training sessions, to share with partners from other states to support their efforts in response to environmental health concerns.

10. Quality Control and Assurance (QA/QC) Activities

- 10.1. The Contractor shall perform quality assurance and control activities to assure appropriate data coding, consolidation and documentation, and assure complete case ascertainment and high quality data from all reporting sources in accordance with NH rules and regulations, NAACCR, and NPCR standards.
- 10.2. The Contractor shall implement a QA/QC implementation plan (including timeline) which at minimum includes the following activities and routine operations:
 - 10.2.1. Assignment of qualified individuals to perform QA/QC activities.
 - 10.2.2. A routine schedule for edits and internal management reports.
 - 10.2.3. A routine schedule for internal audits for QA/QC and data security and provision of these reports to DHHS. The plan shall include written procedures for the internal monitoring of quality assurance procedures and written procedures /steps implemented if quality control goals are not met.
 - 10.2.4. Procedures for documenting edits/changes made to data during processing.
 - 10.2.5. Routine training, assessment and professional development of the contractors' staff.
- 10.3. The Contractor shall perform case finding activities utilizing traditional and non-traditional sources to assure timeliness and completeness of cancer reporting.

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- 10.4. By October 31st of each year, the Contractor shall obtain from each reporting hospital a "diagnostic index" for case findings at all hospital reporting facilities. A diagnostic index is defined as a detailed patient listing of all discharges meeting certain definitions in medical records coding. The Contractor shall encourage facilities to submit electronic diagnostic indices and request that they monitor their own diagnostic indices each month.
- 10.5. By October 31st of each year, the Contractor shall complete Death Clearance.
- 10.6. For each hospital, as resources allow, the key variables specified by NAACCR and NPCR will be selected for visual editing of 25 cases at least every five (5) years for experienced registrars, but up to 100 annually for less experienced registrars or registrars who have not achieved an error rate of <2%. If, after review and discussion with the hospital registrar, the error rate identified in total from these fields is greater than 2%, then the NHSCR will continue to visually edit cases from that hospital and will work with the hospital registrar to improve abstracting.
- 10.7. The Contractor shall ensure that cleanliness of the database is, at a minimum, in accordance with accepted NAACCR standards. A 2% error rate threshold shall be the guide for visual editing of hospital registry accuracy.

11. Reporting Activities

- 11.1. The Contractor shall produce semi-annual timeliness and completeness reports by hospital to monitor case reporting activities. The Contractor shall supply aggregate timeliness and completeness reports to DHHS on a semi-annual basis, stating which hospitals are delinquent in their reporting and the steps taken to improve reporting from delinquent hospitals.
- 11.2. Reserved.
- 11.3. The Contractor shall prepare and submit to DHHS staff a semi-annual review of contract progress by January 15 of the contract period. Provide an update of progress on all contract items through the routine semi-annual NHSCR progress report or work plan.
- 11.4. The Contractor shall cooperate with any audit of NHSCR for data quality by NPCR or NPCR designated contractor. Submit to DHHS a summary of this audit upon completion.
- 11.5. The Contractor shall provide, by December 31 of each year of the contract, a finalized data set that has undergone complete QA/QC process. The extract of the data would cover from January 1, 1995 to date.
- 11.6. The Contractor shall provide DHHS an extract of the complete NHSCR database from Jan 1, 1995 to date upon request.

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- 11.7. Upon approval from the DHHS, the Contractor shall submit finalized datasets to NAACCR and to NPCR as specified by the NAACCR and NPCR standards and Call for Data requirements. Submit copies of each of these submissions to DHHS.
- 11.8. The Contractor shall provide cancer case data to and receive data from states with which DHHS has a data exchange agreement, in accordance with the terms of the exchange agreement. The data shall be submitted using the agreed upon NAACCR format and will have been edited to the best extent possible. The DHHS currently has exchange agreements with seven (7) states and additional agreements may be executed by the DHHS during the life of this contract and shall be accommodated by the contractor.
- 11.9. Upon the Department's approval, which may include signing a DHHS Data sharing or Exchange Agreement, the Contractor shall provide selected health researchers, with electronic copies of NHSCR data for certain specific data elements requested and cleared by DHHS. DHHS will provide the Contractor with specific instructions describing the variables authorized for release, the years of data required, and any other information such as database format.
- 11.10. Upon approval from the DHHS which may include signing a DHHS Data Sharing or Exchange Agreement, the Contractor shall provide data to the Vermont Breast and Cervical Program for breast and cervical cancer cases among Vermont residents diagnosed in New Hampshire in accordance with the program's approved application for data release by DHHS.
- 11.11. Upon approval from the DHHS which may include signing a DHHS Data Sharing or Exchange Agreement, the Contractor shall provide colorectal cancer case data to the NH Colorectal Cancer Screening Program in accordance with the program's approved application for data release by DHHS.
- 11.12. Upon approval from the DHHS which may include signing a DHHS Data Sharing or Exchange Agreement, the Contractor shall provide breast cancer case data to the NH Mammography Network in accordance with the program's approved application for data release by DHHS; receive cancer case data from the NH Mammography Network.
- 11.13. The Contractor shall direct any requests for data or analysis of NHSCR data from researchers, the media or general public to the DHHS within 3 working days of receipt of the request.

12. Other Programmatic Activity

- 12.1. The Contractor shall make available key personnel to meet with appropriate DHHS personnel, as requested, to discuss policies and procedures, ongoing activities, contract deliverables, performance measures, review contract performance and transition to new contractor, etc.

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- 12.2. The Contractor may include travel funds for appropriate staff to attend the National Cancer Registrars Association (NCRA) and NAACCR meetings annually for staff development.
- 12.3. The Contractor shall convene annually the New Hampshire State Cancer Registry Advisory Panel to assist in building consensus, cooperation, and planning for the registry and to enhance chronic disease program coordination and collaboration. Representation should include key organizations and individuals both within (e.g. representatives from all cancer prevention and control components and chronic disease program) and outside the program (e.g. hospital cancer registrars, the American Cancer Society, American College of Surgeons liaison, clinical-laboratory personnel, pathologists, and clinicians).
- 12.4. The Contractor shall participate as an active member when needed in New Hampshire Comprehensive Cancer Collaboration.
- 12.5. The Contractor shall work with the Comprehensive Cancer Program to share information on cancer survivorship experiences in NH as permitted or allowable by state and federal law, and any applicable IRB or other restrictions or protocol relating to contacting individuals.
 - 12.5.1. Primary sources of information should be NH Provider Interviews, Cancer Survivor Interviews, Cancer Survivorship Surveys, and Childhood Cancer Focus Groups/Interviews as well as any other material that may be relevant. Work with DPHS to identify important findings to present at the conference.
 - 12.5.2. Identify, in conjunction with DPHS, proper venues for sharing information. Areas to be considered include stand-alone conferences, Grand Rounds, integration into pre-existing conferences and/or meetings, and recorded sessions etc.
 - 12.5.3. Manage logistics of the event to include outreach, registration, CME/CNE offering, pre and post survey, post event follow-up for participant questions/inquiries.
 - 12.5.4. Support DPHS in the development of event materials, including developing informational sheets.
 - 12.5.5. A minimum of 75 people shall be educated about cancer survivorship experiences in NH.

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- 12.6. The Contractor shall participate as an active member with DHHS to collaborate in applying for grants that DHHS is interested in, regardless of who receives the actual funding. Both DHHS and contractor agree to consider the others' expenses and needs for operation and program growth when applying for grants and distribution of financial resources when funding is received.
- 12.7. The Contractor shall provide ad-hoc services related to cancer epidemiology. Working with DHHS staff at DHHS offices, the time spent may be up to twelve (12) hours per week on such tasks, as long as suitably qualified staff is available. These tasks will be mutually agreed upon by the contractor and the DHHS, and supervised by the DHHS staff. Tasks associated with these services may include:
- 12.7.1. Assist in the preparation of data and narrative for the annual cancer report for New Hampshire.
- 12.7.2. Assist in the investigation of cancer clusters and response to concerns about the occurrence of cancer clusters in New Hampshire.
- 12.7.3. Assist with the preparation of manuscripts for publication and develop preparatory materials for professional meetings based on the DHHS needs.
- 12.7.4. Provide Institutional Review Board (IRB review) for the DHHS cancer registry section (i.e. Cancer cluster investigations).
- 12.7.5. Enter into agreements with other organizations as needed for processing data according to the NPCR standards, for example, with the National Death Index to obtain death data, and with the Veterans Administration (VA) to obtain VA cancer data.
- 13. Centers for Disease Control and Prevention (CDC) Cooperative Agreement Activities**
- 13.1. The Contractor shall assist in drafting goals and program objectives, progress reports and NHSCR budgets as requested by DHHS for the purposes of the New Hampshire's application for the CDC Continuing Cooperative Agreement for Enhancement of State Cancer Registries which includes, but is not limited to:
- 13.1.1. Providing all contractor-specific documentation and assurances necessary for the application.
- 13.1.2. Agreeing that the application for the CDC Cooperative Agreement will be submitted for and all funding will be awarded to the DHHS.

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- 13.1.3. Identifying contractor contributions to the NHSCR effort, not state general funds or federal funds that would be applied to a direct or in-kind match that may be required for application for the CDC cooperative agreement.
- 13.1.4. Informing DHHS within one (1) working day of any cooperative agreement related inquiries by CDC project or grants management staff.
- 13.1.5. Representing the NHSCR on the NPCR and NAACCR- task force, users group and or committees to learn recent updates, issues and share NH experiences with all other states and will keep DHHS fully informed of all such activities.
- 13.1.6. Where appropriate, NHSCR will communicate directly with NPCR and NAACCR on technical matters of cancer surveillance, standards and submissions to NPCR and NAACCR and will keep DHHS fully informed of all such activities.

14. Transition Activities

- 14.1. If Contractor is not able to fulfill the terms of this contract and solicitation of a new vendor is necessary, the Contractor shall assist with the transition to a new vendor. Within two (2) months of the end of the contract term, the Contractor shall:
 - 14.1.1. Provide the new vendor with a copy of the latest version of the NHSCR database; the reporters' database; preregistration log; and the original copies of all the backups of the database.
 - 14.1.2. Write up procedures used to purge all NHSCR data from vendor's hardware and send the procedures to DHHS Information Security and the Program point-of-contact for review and approval. After approval of the procedures by the DHHS, purge all NHSCR data from the hardware of vendor.
 - 14.1.3. Train up to four (4) people employed by the new vendor, by means of a reasonable exchange of information on administration of the NHSCR database, including an overview of reporters and data exchange processes with other states. The training is anticipated to involve at least the vendor's database manager and Quality Assurance supervisor for approximately two days.
 - 14.1.4. Provide the DHHS with any: hard copy of abstracts and pathology reports submitted by reporting facilities; electronic diskettes; and all documentation of interaction with reporting facilities.

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- 14.1.5. Provide DHHS with a hard and electronic copy of the latest version of the operation manual; system security and integrity manual; and all other materials developed for the work process of NHSCR during the contract process.
- 14.1.6. Close the web access for reporting facilities so that facilities can no longer upload data of NHSCR data to the incumbent vendor.
- 14.1.7. Prior executing the above actions, the Contractor shall work with DHHS to develop a Data Migration Plan that adheres to Exhibit K – Information Security Requirements.

15. Deliverables and Key Performance Indicators

- 15.1. The Department shall follow performance indicators in Table 1 to measure the effectiveness of the agreement.
 - 15.1.1. All date references in Table 1 shall be used for this contract unless otherwise specifically noted in the main body of this contract.
 - 15.1.2. All time periods are calendar days and not business days unless otherwise specifically noted in the main body of this contract.
 - 15.1.3. The Department shall work with the Contractor to develop a CAP template and the parameters for corrective action if the Contractor does not meet NPCR standards.
 - 15.1.4. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan (CAP) for any deliverable and/or performance. The Contractor shall send a copy of the CAP to the DHHS Information Security Officer if the CAP includes information security or privacy deliverables and/or performance actions.

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Table 1

Description of Key Variables	Section Number	Initial Term
Work Plan	2.1	30 days
Fully Qualified Staff	2.2	30 days
Allow DHHS Participation	2.4	Ongoing
Case Reporting	3, 4.1-4.3, 4.14.4, 11.1	Ongoing
Create/Update operation manual	4.9	30 days & ongoing
IT infrastructure/Webserver	5.5-5.8	30 Days
Install Registry Software and prior data	5.9 - 5.10	30 days
Processes for laboratory and pathology reports	4 - 5	30 days
Reporters database	5.12	30 days
Registration log	5.13	30 days
Upgrade/Replace software	5.14	ongoing
DHHS data access	5.12- 5.13	30 days & as needed
Procedures for Consolidation of cases and reports	6.1	30 days
Run edit checks	6.3	Ongoing
Geocoding	6.4.2	Ongoing
System security and policies and procedures	9.1, 9.2, 9.5	14-60 days
Responsibility for consultation/assessment	8.1-8.2	Ongoing
QA/QC Plan	10.2	30 Days
Case Finding and Diagnostic Indices	10.4	October 31 of each year
Death Clearance	10.5	October 31 of each year
Quarterly Facility Reports	11.1	Once in 4 months
Annual progress Report	11.3	February 1 of each year
Final Incidence dataset	11.5	January 30 of each year
Extract of Incidence dataset	11.6	Ongoing
NPCR AND NAACCR Annual Report	11.7	Yearly
Submit data to NPCR	11.7	November 30 of each year
Submit data to NAACCR	11.7	November 30 of each year
Interstate Data Exchange	11.8	Ongoing
Release of Data to researchers	11.9	Ongoing
Attend Meetings	12.2	Ongoing
CDC Cooperative Agreement Activities	13	Ongoing
Transition Activities	14	2 months

16. RESERVED**17. Reporting**

- 17.1. The Contractor shall maintain income and expenditure records that shall be available to the Department, upon request.

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- 17.2. The Contractor shall submit a draft work plan, for the scope of services referenced in Section 16, to the Department for approval within thirty (30) days of Governor and Executive Council approval which shall include, but is not limited to:
 - 17.2.1. A plan to meet each obligation of Amendment #3.
 - 17.2.2. An estimated timeline.
- 17.3. The Contractor shall submit an updated work plan within sixty (60) days of the contract amendment's effective date.
- 17.4. The Contractor shall submit quarterly reports within thirty (30) days at the end of each quarter, for Department approval which shall include, but is not limited to:
 - 17.4.1. Brief narrative of work performed during the reporting period;
 - 17.4.2. Summary of work plans for the upcoming quarter, including challenges and/or barriers to completing the requirements of this Agreement;
 - 17.4.3. Documented achievements; and
 - 17.4.4. Progress made toward meeting the performance measures.
- 17.5. The Contractor shall submit an annual evaluation report within thirty (30) days of the completion of the contract period which shall include, but is not limited to:
 - 17.5.1. Brief narrative of work performed during the reporting period;
 - 17.5.2. Summary of work plans for the upcoming quarter, including challenges and/or barriers to completing the requirements of this Agreement;
 - 17.5.3. Documented achievements; and
 - 17.5.4. Progress made toward meeting the performance measures.
- 18. RESERVED**
- 19. RESERVED**

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Exhibit A-1, Amendment #4
Additional Cancer Data Registry Technical Requirements

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	CONTRACTOR RESPONSE	CONTRACTOR COMMENTS
A GENERAL DATA SECURITY AND PRIVACY		
A.1 Reserved		
A.2 Reserved		
A.3 Reserved		
A.4 Reserved		
A.5 Reserved		
A.6 Reserved		
B APPLICATION SECURITY REQUIREMENTS		
B.1 Reserved		
B.2 Reserved		
B.3 Reserved		
B.4 Reserved		
B.5 Reserved		
B.6 Reserved		
B.7 Reserved		
B.8 Reserved		
B.9 Reserved		
B.10 Reserved		
B.11 Reserved		
B.12 Reserved		
B.13 Audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements. Audit Logs shall be retained for six (6) years.	Yes	
B.14 Reserved		
B.15 Reserved		
B.16 Reserved		
B.17 Reserved		
B.18 Reserved		
B.19 Reserved		
B.20 Reserved		
C. HOSTING REQUIREMENTS		
C.1 Reserved		
C.2 The Contractor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Contractor, ex: bandwidth, network outages and /or any other conditions arising on the data submitters internal network or, more generally, outside the Contractor's firewall or any issues that are the responsibility of the data submitters Internet Service Provider.	Yes	
C.3 Reserved		
C.4 The Contractor must monitor the application and all servers.	Yes	
C.5 The Contractor shall manage the databases and services on all servers located at the Contractor's facility.	Yes	

**New Hampshire Department of Health and Human Services
Cancer Registry Operations**



**Exhibit A-1, Amendment #4
Additional Cancer Data Registry Technical Requirements**

C.6 The Contractor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer. Security patches and vulnerability updates will be applied as soon as possible.	Yes	
C.7 The Contractor shall monitor System, security, and application logs.	Yes	
C.8 The Contractor shall manage the sharing of data resources	Yes	
C.9 The Contractor shall manage daily backups, off-site data storage, and restore operations.	Yes	
C.10 The Contractor shall monitor physical hardware.	Yes	
C.11 The Contractor shall provide validation that they have adequate disaster recovery procedures in place.	Yes	
C.12 The Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	Yes	
C.13 The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	Yes	
C.14 The Contractor shall adhere to a defined and documented back-up schedule and procedure.	Yes	
C.15 Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure	Yes	
C.16 Scheduled backups of all servers must be completed weekly.	Yes	
C.17 The minimum acceptable frequency is differential backup daily, and complete backup weekly.	Yes	
C.18 Back-up site is physically located ~5 miles from the Production data to avoid complete data loss with the loss of a facility.	Yes	
C.19 If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	Yes	
C.20 Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor shall employ the use of database backups in the restoration of database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	Yes	

Trustees of Dartmouth College

Exhibit A-1, Amendment #4

Contractor Initials

RFP-2017-DPHS-03-CANCE-01-A04

Page 2 of 4

Date 2/22/2022

**New Hampshire Department of Health and Human Services
Cancer Registry Operations**



**Exhibit A-1, Amendment #4
Additional Cancer Data Registry Technical Requirements**

D. HOSTING REQUIREMENTS – NETWORK ARCHITECTURE		
D.1 The Contractor must operate hosting Services on a network offering adequate performance to meet the business requirements for the NHSCR application.		The Applicant, an academic institution, is not in a position to guarantee uptime. The registry operations do not provide a public service but deal with a small number of (~25) regular cancer reporters.
D.2 The Contractor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Contractors, so that a failure of one Internet connection will not interrupt access to the NHSCR application		
D.3 The Contractor's network architecture must include redundancy of routers and switches in the Data Center		
D.4 Reserved		
E. HOSTING REQUIREMENTS – SECURITY		
E.1 Reserved		
E.2 Reserved		
E.3 Reserved		
E.4 Reserved		
E.5 Reserved		
E.6 Reserved		
E.7 Reserved		
F. HOSTING REQUIREMENTS – SERVICE LEVEL AGREEMENT		
F.1 The DHHS and Health Facilities shall have unlimited access, via phone or Email, to the Contractor's technical support staff between the hours of 8:00am to 4:30pm- Monday thru Friday EST.	Yes	
F.2 The Contractor's telephone or e-mail response time for technical support shall be no more than one business day.	Yes	NHSCR is prepared to respond during normal business hours, 8:00 AM to 4:30 PM, Monday through Friday EST. This has worked well with our reporters.
F.3 Reserved.		
G. ADDITIONAL QUESTIONS		
G.1 Dartmouth runs the following: NorthCon: A way to convert reports between older and newer NAACCR formats. TNM Staging Module: An optional API for NPCR Registries to work with new required staging elements. WebPlus (see C37): Used for reporters to send short abstracts of cancer data to NHSCR. These are transferred immediately as described in (i).	Yes	

**New Hampshire Department of Health and Human Services
Cancer Registry Operations**



**Exhibit A-1, Amendment #4
Additional Cancer Data Registry Technical Requirements**

<p>PrepPlus and CRS Plus: Required part of the RegistryPlus Suite for a registry database.</p> <p>eMaRC Plus: This has two components. The first processes ePath reports from local and national pathology labs for review by NHSCR staff. The second component processes Clinical Document Architecture reports from physician offices under Meaningful Use. All output from eMaRC is stored in a SQL database.</p>		
G.2 Reserved.		
G.3 Reserved.		
G.4 Reserved.		

Exhibit B-10, Amendment #4

New Hampshire Department of Health and Human Services										
Contractor Name: Trustees of Dartmouth College										
Budget Request for: New Hampshire State Cancer Registry - core										
Project Title										
Budget Period: 07/01/2021-06/30/2022										
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	\$ 506,843.00	\$ 50,684.30	\$ 557,527.30	\$ -	\$ -	\$ -	\$ 506,843.00	\$ 50,684.30	\$ 557,527.30	
2. Employee Benefits	\$ 178,444.00	\$ 17,844.40	\$ 196,288.40	\$ -	\$ -	\$ -	\$ 178,444.00	\$ 17,844.40	\$ 196,288.40	
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 1,353.00	\$ 135.30	\$ 1,488.30	\$ -	\$ -	\$ -	\$ 1,353.00	\$ 135.30	\$ 1,488.30	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00	
6. Travel	\$ 15,785.00	\$ 1,578.50	\$ 17,363.50	\$ -	\$ -	\$ -	\$ 15,785.00	\$ 1,578.50	\$ 17,363.50	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ 3,400.00	\$ 340.00	\$ 3,740.00	\$ -	\$ -	\$ -	\$ 3,400.00	\$ 340.00	\$ 3,740.00	
Subscriptions	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 22,099.00	\$ 2,209.90	\$ 24,308.90	\$ -	\$ -	\$ -	\$ 22,099.00	\$ 2,209.90	\$ 24,308.90	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 3,440.00	\$ 344.00	\$ 3,784.00	\$ -	\$ -	\$ -	\$ 3,440.00	\$ 344.00	\$ 3,784.00	
12. Subcontracts/Agreements	\$ 85,947.00	\$ 8,594.70	\$ 94,541.70	\$ -	\$ -	\$ -	\$ 85,947.00	\$ 8,594.70	\$ 94,541.70	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Registrar match funds	\$ 336,166.00	\$ -	\$ 336,166.00	\$ 336,166.00	\$ -	\$ 336,166.00	\$ -	\$ -	\$ -	
TOTAL	\$ 1,159,477	\$ 82,331	\$ 1,241,808	\$ 336,166	\$ -	\$ 336,166	\$ 823,311	\$ 82,331	\$ 905,642	

New Hampshire Department of Health and Human Services

Contractor Name: Trustees of Dartmouth College
 Budget Request for: New Hampshire State Cancer Registry - core
 Fiscal Year: 2022
 Budget Period: 07/01/2022-06/30/2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHRIS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	493,714.00	49,371.40	543,085.40	-	-	-	493,714.00	49,371.40	543,085.40
2. Employee Benefits	182,874.00	18,287.40	200,841.40	-	-	-	182,874.00	18,287.40	200,841.40
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Supplies	3,000.00	300.00	3,300.00	-	-	-	3,000.00	300.00	3,300.00
6. Travel	1,000.00	100.00	1,100.00	-	-	-	1,000.00	100.00	1,100.00
7. Occupancy	2,200.00	220.00	2,420.00	-	-	-	2,200.00	220.00	2,420.00
8. Current Expenses	10,584.00	1,058.40	11,642.40	-	-	-	10,584.00	1,058.40	11,642.40
9. Software	23,817.00	2,381.70	26,198.70	-	-	-	23,817.00	2,381.70	26,198.70
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	3,440.00	344.00	3,784.00	-	-	-	3,440.00	344.00	3,784.00
12. Subcontracts/Agreements	28,000.00	2,800.00	30,800.00	-	-	-	28,000.00	2,800.00	30,800.00
13. Other	-	-	-	-	-	-	-	-	-
Register match funds	345,221.00	-	345,221.00	345,221.00	-	345,221.00	-	-	-
TOTAL	1,044,144.00	75,813.90	1,119,957.90	345,221.00	-	345,221.00	758,371.00	75,813.90	834,184.90

Indirect As A Percent of Direct 6.9%

Exhibit B-12, Amendment #4

New Hampshire Department of Health and Human Services										
Contractor Name: Trustees of Dartmouth College										
Budget Request for: New Hampshire State Cancer Registry - survivorship										
Project Title										
Budget Period: 07/01/2021-06/30/2022										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 13,315.28	\$ 1,069.50	\$ 14,384.78			\$ 2,620.28	\$ 10,695.00	\$ 1,069.50	\$ 11,764.50	
2. Employee Benefits	\$ 4,783.25	\$ 385.00	\$ 5,178.25			\$ 943.25	\$ 3,850.00	\$ 385.00	\$ 4,235.00	
3. Consultants										
4. Equipment:										
Rental										
Repair and Maintenance										
Purchase/Depreciation										
5. Supplies:										
Educational										
Lab										
Pharmacy										
Medical										
Office										
6. Travel										
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										
13. Other (specific details mandatory):										
Match										
TOTAL	\$ 18,109	\$ 1,455	\$ 19,563			\$ 3,564	\$ 14,545	\$ 1,455	\$ 16,000	
Indirect As A Percent of Direct		8.0%								

Cost-sharing comes from a portion of unrecovered indirect costs (F&A costs) calculated from the difference between DHHS approved F&A rate of 34.5% and State of NH mandated rate of 10%.

Exhibit B-14, Amendment #4

New Hampshire Department of Health and Human Services											
Contractor Name: Trustees of Dartmouth College											
Budget Request for: New Hampshire State Cancer Registry - core											
Project Title											
Budget Period: 07/01/2023-06/30/2024											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 500,045.00	\$ 50,004.50	\$ 550,049.50	\$ -	\$ -	\$ -	\$ 500,045.00	\$ 50,004.50	\$ 550,049.50		
2. Employee Benefits	\$ 185,016.00	\$ 18,501.60	\$ 203,517.60	\$ -	\$ -	\$ -	\$ 185,016.00	\$ 18,501.60	\$ 203,517.60		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 2,200.00	\$ 220.00	\$ 2,420.00	\$ -	\$ -	\$ -	\$ 2,200.00	\$ 220.00	\$ 2,420.00		
6. Travel	\$ 10,594.00	\$ 1,059.40	\$ 11,653.40	\$ -	\$ -	\$ -	\$ 10,594.00	\$ 1,059.40	\$ 11,653.40		
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ 3,400.00	\$ 340.00	\$ 3,740.00	\$ -	\$ -	\$ -	\$ 3,400.00	\$ 340.00	\$ 3,740.00		
Subscriptions	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 100.00	\$ 1,100.00		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ 25,112.00	\$ 2,511.20	\$ 27,623.20	\$ -	\$ -	\$ -	\$ 25,112.00	\$ 2,511.20	\$ 27,623.20		
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ 3,440.00	\$ 344.00	\$ 3,784.00	\$ -	\$ -	\$ -	\$ 3,440.00	\$ 344.00	\$ 3,784.00		
12. Subcontracts/Agreements	\$ 26,000.00	\$ 2,600.00	\$ 28,600.00	\$ -	\$ -	\$ -	\$ 24,164.00	\$ 2,416.40	\$ 26,580.40		
13. Other:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Registrar match funds	\$ 336,166.00	\$ -	\$ 336,166.00	\$ 336,166.00	\$ -	\$ 336,166.00	\$ -	\$ -	\$ 336,166.00		
TOTAL	\$ 1,096,973	\$ 76,081	\$ 1,173,054	\$ 336,166	\$ -	\$ 336,166	\$ 758,971	\$ 75,857	\$ 834,868		

Indirect As A Percent of Direct

6.9%

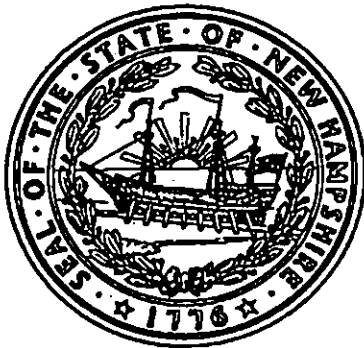
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRUSTEES OF DARTMOUTH COLLEGE a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on December 13, 1769. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 66740

Certificate Number: 0004575593



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of September A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

DARTMOUTH

Board of Trustees

Hanover, New Hampshire, 03755

CERTIFICATE

I, Laura H. Hercod, hereby certify that I am Assistant Clerk of Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire; that as Assistant Clerk I have custody of the records of meetings of the Board of Trustees of said corporation; and that at a meeting of said Board duly called and held on the 9th day of April, 2011 at which a quorum was present and acting throughout, the following vote was adopted:

VOTED: To approve the Signature and Requisition Authority Policy, effective July 1, 2011 or such earlier date as the Executive Vice President/Chief Financial Officer shall determine. The provisions of the Signature and Requisition Authority Policy shall take precedence over any previous inconsistent vote of the Board of Trustees.

I further certify that said Board voted to adopt amendments to the Signature and Requisition Authority Policy on March 3, 2012 (effective January 1, 2012), September 22, 2013, January 2, 2014, March 8, 2014, November 8, 2014, September 17, 2016, March 4, 2017, November 4, 2017, and November 3, 2018 and that pursuant to authority granted in the policy, amendments by the Executive Vice President and the Provost were made August 7, 2015 (effective July 1, 2015), as amended on September 17, 2016, April 10, 2017, October 13, 2017, and as further amended on October 18, 2018. The document is available on Dartmouth's website at:

https://www.dartmouth.edu/finance/documents/purchasing_tab_documents/signature_authority_policy.pdf

I further certify that said vote remains in full force and effect as of the date hereof and is not contrary to any provision of the Charter of said corporation.

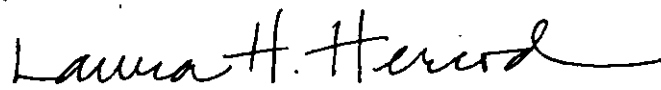
I further certify that attached hereto is a true and correct copy of the Introduction and the Sponsored Activities Administration and Intellectual Property Transactions section (Appendix G) of the said Signature and Requisition Authority Policy.

I further certify that the following persons were appointed to the positions opposite their respective names and continue to serve in said positions as of the dates shown:

David Kotz	Interim Provost	July 1, 2021
Dean Madden	Vice Provost for Research	July 1, 2017
Dianne Ingalls	Controller	July 1, 2020
Jill Mortali	Director, Office of Sponsored Projects	September 15, 2008
Stephanie Morgan	Senior Grants Associate	January 1, 2020
Renee Brown	Senior Grants Associate	January 1, 2020
Sherrie Read	Contracts Manager	March 1, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this

22 day of February, 2022



Laura H. Hercod, Assistant Clerk
Trustees of Dartmouth College



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2021

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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 J09254-DART-GAWUP-21-22	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED TRUSTEES OF DARTMOUTH COLLEGE 6012 NORTH FAIRBANKS 8 CEMETERY LANE HANOVER, NH 03755	INSURER A : Pinnacle Consortium of Higher Ed VT RRRG NAIC # 11980	
	INSURER B : Safety National Casualty Corporation NAIC # 15105	
	INSURER C : Genesis Insurance Company NAIC # 38962	
	INSURER D : N/A NAIC # N/A	
	INSURER E : N/A NAIC # N/A	
	INSURER F : N/A NAIC # N/A	

COVERAGES

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		PCHE2021-03	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: _____		CA6675686 'SELF-INSURED FOR 'PHYSICAL DAMAGE'	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____		YUB 301084N	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY		PCHE2021-03	07/01/2021	07/01/2022	EACH CLAIM \$ 3,000,000 AGGREGATE \$ 3,000,000

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

EVIDENCE OF INSURANCE

Note: The umbrella liability policy # YUB301084N provides excess coverage over the professional liability policy # PCHE2021-03.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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
of Marsh USA Inc.
Manashi Mukherjee *Manashi Mukherjee*

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2021

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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
J09254-DART-GAWUP-21-22	INSURER A : N/A	N/A	
INSURED TRUSTEES OF DARTMOUTH COLLEGE 6012 NORTH FAIRBANKS 8 CEMETERY LANE HANOVER, NH 03755	INSURER B : N/A	N/A	
	INSURER C : N/A	N/A	
	INSURER D : Midwest Employers Casualty Company	23612	
	INSURER E : National Fire Insurance Of Hartford	20478	
	INSURER F : Transportation Insurance Co	20494	

COVERAGES

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
E F D	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	6024204717 (AOS) 6024204720 (CA) EWC008364 (NH) *Below SIR Applies* SIR: \$1,000,000	07/01/2021 07/01/2021 07/01/2020	07/01/2022 07/01/2022 07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lois A. Shilbuzette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 23, 2020

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 Public Health Services, to enter into a **Retroactive Sole Source** amendment to an existing agreement with Trustees of Dartmouth College, Vendor # 177157-B013, Hanover, NH, to operate a cancer registry system, by increasing the price limitation by \$215,693 from \$4,165,546 to \$4,381,239 with no change to the completion date, June 30, 2022, retroactive to October 1, 2020, effective upon Governor and Council approval.

The original contract was approved by Governor and Council on November 18, 2016, item #21. It was subsequently amended with Governor and Council approval on June 6, 2018, item #13, and most recently amended with Governor and Council approval on May 15, 2019, item #11.

Funds are available in the following accounts for State Fiscal Year 2021, and anticipated to be available for State Fiscal Year 2022 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust budget line items within the price limitation and between state fiscal years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. Additionally, the vendor is uniquely qualified to provide these services.

This request is **Retroactive** because more time was needed to finalize the scope of work and funding prior to the Department finalizing the terms of the agreement.

The purpose of this request is to utilize funding from the Drinking and Groundwater Trust Fund, established under RSA 485-F, to improve surveillance and increase knowledge related to childhood cancer and potential health hazards in New Hampshire. The Contractor will provide statistical analysis of national and local data relative to childhood cancer. The Contractor will also summarize research findings related to identifying the causes of childhood cancer. Additionally, the Contractor will convene experts on childhood cancer and public health staff for discussions to guide future research and public health interventions. This amendment also reduces the federal funding through the Centers for Disease Control and Prevention (CDC), to accurately reflect the actual amount of funding awarded to New Hampshire and available to fund the contract.

The efforts paid for through this amendment will strengthen New Hampshire's public health capacity to address childhood cancer by ensuring high quality childhood cancer data. The Department will use the data and work with regional partners to address factors contributing to childhood cancer in the region. The Contractor address factors contributing to childhood cancer by working with the Department to provide educational materials and create messaging to the public relative to opportunities that arise from analyzing and summarizing radiation monitoring data from environmental samples collected by the Department's Radiological Environmental Monitoring Program around the Seabrook Nuclear Power Station. Additionally, the Contractor will work with the Department to develop and implement a study protocol to gather information about childhood cancer survivors and their caregivers' experiences with cancer treatment and post-cancer treatment

The primary purpose of the New Hampshire State Cancer Registry is to identify all reportable cases of cancer in New Hampshire to provide information on the overall number, types, and changing patterns of cancer among residents of the state. New Hampshire RSA 141-B obligates the Department to collect information regarding the majority forms of cancers diagnosed in New Hampshire. It is a Department priority to use State Cancer Registry data to guide public health decision-making in New Hampshire.

As referenced in Form P-37, Paragraph 18, the parties have the option to amend the agreement contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

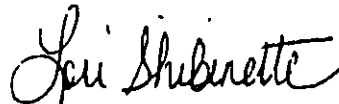
Should the Governor and Council not authorize this request the Department may be unable to effectively improve surveillance for childhood cancer and health hazards, which could inhibit the Department's ability to properly inform and educate communities and medical professionals about childhood cancer risks and control strategies. Additionally, without effective surveillance strategies, there could be a reduction of data available to researchers that enables them to understand the causes of and treatments for childhood cancer.

Area served: Statewide

Source of Funds: 100% Other Funds

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Fiscal Details

**05-95-90-900510-86660000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, CANCER REGISTRY
100% Federal Funds CDC, Comprehensive Cancer Control Program & Cancer Registry**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90080080	\$251,736	\$0	\$251,736
			<i>Sub Total:</i>	<i>\$251,736</i>	<i>\$0</i>	<i>\$251,736</i>

05-95-90-900510-86660000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, CANCER REGISTRY 100% General Funds

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2017	601-500931	State Fund Match	90056005	\$100,045	\$0	\$100,045
			<i>Sub Total:</i>	<i>\$100,045</i>	<i>\$0</i>	<i>\$100,045</i>

**05-95-90-902010-22150000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, CDC ORAL HEALTH GRANT
100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2017	102-500731	Contracts for Prog Svc	90080080	\$173,000	\$0	\$173,000
			<i>Sub Total:</i>	<i>\$173,000</i>	<i>\$0</i>	<i>\$173,000</i>

**05-95-90-902010-33970000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, CANCER REGISTRY
100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90080080	\$446,542	\$0	\$446,542
2019	102-500731	Contracts for Prog Svc	90080080	\$454,217	\$0	\$454,217
2020	102-500731	Contracts for Prog Svc	90080080	\$543,542	\$0	\$543,542
2021	102-500731	Contracts for Prog Svc	90080080	\$543,542	(\$132,348)	\$411,194
2022	102-500731	Contracts for Prog Svc	90080080	\$543,542	(\$132,348)	\$411,194
			<i>Sub Total:</i>	<i>\$2,531,385</i>	<i>(\$264,696)</i>	<i>\$2,266,689</i>

Fiscal Details

05-95-90-902010-33970000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, CANCER REGISTRY 100% General Funds

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2018	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
2019	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
2020	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
2021	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
2022	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
			<i>Sub Total:</i>	\$750,000	\$0	\$750,000

**05-95-90-901010-80110000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, PREVENTIVE HEALTH BLOCK GRANT
100% Federal Funds CDC Preventative Health and Health Service Block Grant (PHHSBG)**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2018	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$0	\$69,611
2019	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$0	\$69,611
2020	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$0	\$69,611
2021	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$30,389	\$100,000
2022	102-500731	Contracts for Prog Svc	90001037	\$69,611	(\$50,000)	\$19,611
			<i>Sub Total:</i>	\$348,055	(\$19,611)	\$328,444

**05-95-90-902010-10790000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, PEDIATRIC CANCER SURVEY
100% Other Funds**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2021	102-500731	Contracts for Prog Svc	90080095	\$0	\$500,000	\$500,000
2022	102-500731	Contracts for Prog Svc	90080095	\$0	\$0	\$0
			<i>Sub Total:</i>	\$0	\$500,000	\$500,000

Fiscal Details

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, COMPREHENSIVE CANCER
 100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2019	102-500731	Contracts for Prog Svc	90080080	\$11,325	\$0	\$11,325
			<i>Sub Total:</i>	\$11,325	\$0	\$11,325
			TOTAL:	\$4,165,546	\$215,693	\$4,381,239



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

November 3, 2020

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Retroactive Sole Source amendment with Trustees of Dartmouth College, of Hanover, NH, and as described below and referenced as DoIT No. 2016-081C.

The purpose of this agreement is for the Trustees of Dartmouth College to improve surveillance and increase knowledge related to childhood cancer and potential health hazards in New Hampshire by providing statistical analysis of national and local data relative to childhood cancer. Additionally, Dartmouth College will work with the Department to develop and implement a study protocol to gather information about childhood cancer survivors and their caregivers' experiences with cancer treatment and post-cancer treatment.

The funding amount for this amendment is \$215,693, increasing the current contract from \$4,165,546 to \$4,381,239 with no change to the completion date, June 30, 2022, retroactive to October 1, 2020. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2022.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2016-081C
RID: N/A
cc: Michael Williams, IT Manager, DoIT



**New Hampshire Department of Health and Human Services
Cancer Registry Operations**

**State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Cancer Registry Operations Contract**

This 3rd Amendment to the Cancer Registry Operations contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Trustees of Dartmouth College, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 11 Rope Ferry Road, Box 186, Hanover, NH 03755.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016, (Item #21), as amended on June 6, 2018, (Item #13), and subsequently amended on May 15, 2019 (Item #11) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,381,239
2. Modify Exhibit A, Amendment #2 by replacing it in its entirety with Exhibit A, Amendment #3, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit A-1, Additional Cancer Data Registry Technical Requirements by replacing it in its entirety with Exhibit A-1, Amendment #3, Additional Cancer Data Registry Technical Requirements which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B-7, Amendment #2 by replacing in its entirety with Exhibit B-7, Amendment #3, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit K by replacing in its entirety with Exhibit K, Amendment #3, which is attached hereto and incorporated by reference herein.
6. Add Exhibit B-8, Amendment #3.
7. Add Exhibit B-9, Amendment #3.

Trustees of Dartmouth College

Amendment #3

Contractor Initials

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**New Hampshire Department of Health and Human Services
Cancer Registry Operations**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be retroactively effective to October 1, 2020) upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/2/2020

Date

DocuSigned by:
Lisa M. Morris
D936DBF86CA54A0...

Name: Lisa M. Morris

Title:
Director, Division of Public Health Svcs.

Trustees Of Dartmouth College

11/2/2020

Date

DocuSigned by:
Jill Mortali
F740380A29C0415...

Name: Jill Mortali

Title:
Director, Office of Sponsored Projects



**New Hampshire Department of Health and Human Services
Cancer Registry Operations**

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

OFFICE OF THE ATTORNEY GENERAL

11/3/2020

Date

DocuSigned by:
A handwritten signature in black ink, appearing to read "C. Pinos".

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. All services to be performed under this contract shall be in accordance with New Hampshire Department of Health and Human Services (DHHS), New Hampshire law RSA 141-B, New Hampshire Administrative rules He-P 304, United States Public Law 102-515, and Centers for Disease Control and Prevention (CDC), National Program of Cancer Registries (NPCR) and North American Association of Central Cancer Registries (NAACCR) standards and guidelines.

2. Required Activities

- 2.1. The Contractor shall present for discussion and proposed modifications, a Work Plan. The timeline and work plan shall meet all due dates for deliverables noted in the Deliverables and Key Performance Indicators set forth in Section 15 of this document.
- 2.2. The Contractor shall have all fully qualified staff assigned in support of the New Hampshire State Cancer Registry (NHSCR) contract.
- 2.3. The Contractor shall ensure appropriate contractor personnel are required to attend regular meetings with Department staff as well as other meetings as necessary.
- 2.4. The Contractor shall allow full participation of the DHHS in the ongoing, onsite operations of contract activities including interacting directly with contractor staff, viewing abstract processing, participating in customizing registry software selecting edits, aspects of database management, system security, and quality assurance that the DHHS deems necessary.
- 2.5. The Contractor shall provide DHHS with technical assistance and expertise on matters within the scope of work of the contract.

3. Cancer Registry Operation

- 3.1. The Contractor shall operate an incidence-based statewide cancer registry reporting system in accordance with RSA 141-B and Part He-P 304 of the New Hampshire Administrative Rules, http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html.
- 3.2. The Contractor shall collect information and maintain an electronic database of all incident cancer cases occurring among the New Hampshire population according to the Administrative Rules.

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New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A – Amendment #3

- 3.3. The Contractor shall facilitate and encourage submission of reports for each incident case Facilitate and encourage submission of reports for each incident case defined in RSA 141-B:7 (<http://www.gencourt.state.nh.us/rsa/html/X/141-B/141-B-mrg.htm>), all the data variables listed in administrative rule He-P 304.02 by "health facilities" within an expected time frame as listed in Administrative Rule He-P 304.01(e) and He-P 304.01(l) (http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html). Facilitation and encouragement may include writing letters, calling by telephone and personal visits to health providers and/or health facility administrators or supervisors. ("Health Facilities" shall be defined according to the Administrative Rules.)
- 3.4. The Contractor shall inform DHHS of facilities that remain out of compliance with reporting requirements despite Contractor notification in the following situations:
 - 3.4.1. Denial or lack of access to pathology reports or medical records;
 - 3.4.2. Lack of submission of reports within one month or expected date; and
 - 3.4.3. Lack of response to letter or other formal inquiry within one month.
- 3.5. The Contractor shall adhere to Timetable of Data Deliverables:
 - 3.5.1. The NHSCR data shall meet the following five (5) data quality criteria [National Data Quality Standard (formally known as the 24-Month Standard)]:
 - 3.5.1.1. Data are ninety-five percent (95%) complete based on observed-to-expected cases as computed by CDC.
 - 3.5.1.2. There are three percent (3%) or fewer death-certificate-only cases.
 - 3.5.1.3. There is a one (1) per one thousand (1,000), or fewer, unresolved duplicate rate.
 - 3.5.1.4. The maximum percent missing for critical data elements are:
 - 3.5.1.4.1. Two percent (2%) age.
 - 3.5.1.4.2. Two percent (2%) sex.
 - 3.5.1.4.3. Three percent (3%) race.
 - 3.5.1.4.4. Two percent (2%) county.
 - 3.5.1.4.5. Ninety-nine percent (99%) pass a CDC-prescribed set of standard edits.

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New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A – Amendment #3

- 3.5.2. The NHSCR data shall meet the following data quality criteria [Advanced National Data Quality Standards (formally known as the 12-Month Standard)]:
- 3.5.2.1. Data are ninety percent (90%) complete based on observed-to-expected cases as computed by CDC.
 - 3.5.2.2. There is a two (2) per one thousand (1,000) or fewer unresolved duplicate rate.
 - 3.5.2.3. The maximum percent missing for critical data elements are:
 - 3.5.2.3.1. Three percent (3%) age.
 - 3.5.2.3.2. Three percent (3%) sex.
 - 3.5.2.3.3. Five percent (5%) race.
 - 3.5.2.3.4. Three percent (3%) county.
 - 3.5.2.3.5. Ninety-seven percent (97%) pass a CDC-prescribed set of standard edits.
 - 3.5.3. The NHSCR shall conduct data linkages upon request and establish a mechanism for reimbursement of staff time spent on these projects.

4. Case Ascertainment Activities

- 4.1. The Contractor shall establish and implement case reporting from any new or existing free-standing radiation oncology facility in the state.
- 4.2. The Contractor shall establish and implement case reporting from any new or existing free-standing medical oncology facility in the state.
- 4.3. The Contractor shall establish and implement case reporting from any new or existing free-standing surgical oncology facility in the state.
- 4.4. Reserved.
- 4.5. The Contractor shall establish and implement electronic case finding from hospital or private pathology labs and from out-of-state pathology laboratories.
- 4.6. The Contractor shall perform death clearance at least annually. Death clearance should be performed by matching records in the NHSCR with New Hampshire mortality data provided by the DHHS and with National Death

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New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A – Amendment #3

Index, to determine the level of the NHSCR's record completeness for in-state and out-of-state deaths to New Hampshire residents where cancer is identified as a cause of death.

- 4.7. For in-state deaths, the Contractor shall make a determination as to the cause of and appropriate correction for cancer incidents not reported to the NHSCR. This should include contacting the certifier of the death for case follow back as necessary. For deaths of individuals in NHSCR database, the contractor shall electronically update the Vital Status, date of death and cause of death for matching cases.
- 4.8. The Contractor shall operate query systems that cross checks definitive reports, rapid reports, and non-reportable data sources using data linkage processes to ensure maximum case ascertainment.
- 4.9. The Contractor shall update the NHSCR operations manual annually. This manual on NHSCR procedures is for potential distribution to all reporting health providers and health facilities. The manual will provide documentation of the objectives, implementation and operation of the registry. All the contractor staff of the Cancer Registry Operations and DHHS, including the DHHS Information Security Officer, shall be provided with a copy of the manual. This manual shall contain, at a minimum:
 - 4.9.1. Most current reporting laws/regulations;
 - 4.9.2. List of reportable diagnoses;
 - 4.9.3. List of required data items.
 - 4.9.4. Procedures for data processing operations including:
 - 4.9.4.1. Procedures for monitoring timeliness of reporting;
 - 4.9.4.2. Procedures for receipt of data;
 - 4.9.4.3. Procedures for database management including a description of the Registry Operating System (software);
 - 4.9.4.4. Procedures for conducting death certificate clearance;
 - 4.9.4.5. Procedures for implementing and maintaining the quality assurance/control program:
 - 4.9.4.5.1. Conducting follow-back to reporting facilities on quality issues. These procedures include rules for identifying when action or further investigation is needed;
 - 4.9.4.5.2. Conducting record consolidation;

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New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A – Amendment #3

- 4.9.4.5.3. Maintaining detailed documentation of all quality assurance operations;
- 4.9.4.5.4. Procedures for education and training.
- 4.9.5. Procedures for conducting data exchange including a list of states with which case-sharing agreements are in place;
- 4.9.6. Procedures for conducting data linkages.
- 4.9.7. Procedures insuring confidentiality and data security including disaster planning;
- 4.9.8. Procedures for data release including access to and disclosure of information; and
- 4.9.9. Procedures for maintaining and updating the operational manual.
- 4.10. The Contractor shall revise the NHSCR operations manual when any changes are made to policies and procedures relating to the NHSCR activities based on contractor need or as requested by the DHHS. The contractor will submit the changes to the DHHS, who will review and seek revision or approve within 30 days.
- 4.11. The Contractor shall review and update existing documents for reporting facilities, including, but not limited to letters, user application forms, reporting requirement document, and Webplus user guides.
- 4.12. The Contractor shall determine needed updates in consultation with the DHHS. When updates are needed, develop updated material, obtain approval of the DHHS, and provide to reporting facilities and post them on web for easier access.
- 4.13. Through site visits to New Hampshire hospitals conducted as needed, the Contractor shall review discharge, laboratory and pathology reports as well as medical charts to ensure the completeness of case reporting and accuracy for completion.
- 4.14. The Contractor shall update quality control efforts inclusive of capacity to participate in the CDC-sponsored Data Quality Evaluations (DQEs) and central registry sponsored audits of reporters as per NPCR Program Standards including, but not limited to:
 - 4.14.1. Preparing for the DQE and responding to its findings with procedural changes.
 - 4.14.2. Conducting recoding audits focusing on the new North American Association of Central Cancer Registries (NAACCR) 18 variables.
 - 4.14.3. Reserved.

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- 4.14.4. Obtaining data and reports, and providing feedback related to the DQE including, but not limited to:
 - 4.14.4.1. De-identifying any data that needs to be sent to the auditor;
 - 4.14.4.2. Transmitting the data;
 - 4.14.4.3. Responding to questions on the data and any additional requests from the auditor;
 - 4.14.4.4. Reviewing the preliminary DQE report and providing feedback;
 - 4.14.4.5. Participating in the final DQE feedback meeting; and
 - 4.14.4.6. Utilizing DQE feedback to amend procedures to optimize data quality.
- 4.15. The Contractor shall implement changes to the data release process that will facilitate NAACCR's Virtual Pooled Registry (VPR) linkage projects including, but not limited to:
 - 4.15.1. Reviewing and accepting the VPR template and proposed procedures for the central data release application form.
 - 4.15.2. Amending NH's data release procedures so that the Department (NH DHHS) participates in the central approval process.
 - 4.15.3. Comparing the documents used by NH and those proposed by NAACCR as the coordinating body for the VPR Cancer Linkage System.
 - 4.15.4. Collaborating with the New Hampshire DHHS Privacy Officer and DHHS Legal and Regulatory Services to approve the common process.

5. Information Technology Activities

- 5.1. The Contractor shall continue business operations to support the State's requirements defined in Exhibit A-1, Additional Cancer Data Registry Technical Requirements.
- 5.2. The Contractor shall continue to provide and set up necessary computer hardware, including servers and computers for the NHSCR contractor staff, necessary to maintain the NHSCR database. All hardware and software shall be compatible with NPCR requirements.
- 5.3. The Contractor shall provide connectivity for all reporting facilities to transmit data to the NHCSR.
- 5.4. The Contractor shall maintain secure web access to the NHSCR seven days per week for Web Plus on-line data entry and data file uploading.

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- 5.5. The Contractor shall continue to utilize the current automated data management system, consistent with national standards and populated with NHSCR data. (The Department maintains the discretion to utilize any kind of data management system. There shall be no modifications to the data management system software without the approval of the Department, DHHS Information Security and NH DoIT).
- 5.6. The Contractor shall train staff in operation of software systems.
- 5.7. The Contractor shall update all the components of the software, as required and shall participate in the relevant CDC software users group.
- 5.8. The Contractor shall discuss with DHHS the feasibility of implementing a WebPlus User's Agreement, the language of such an agreement, and the protocol for phasing it into use. Implement protocol specified by the program team during a mutually agreed timeframe to restrict reporting via Web Plus data entry or file upload to those reporters who have submitted signed agreements to become Web Plus users.
- 5.9. The Contractor shall continue to develop and implement procedures for the electronic submission and processing of laboratory pathology and cytology reports utilizing NAACCR standards.
- 5.10. The Contractor shall maintain an electronic log of facilities and personnel who report data to NHSCR (in excel or access or any other system) which includes at minimum; facility ID, name and demographic information; names and contact information of personnel (reporters and supervisors), and log of prior facility contacts. Access logs shall be kept for six (6) years.
- 5.11. The Contractor shall maintain NHSCR Technical Assistance reports between NHSCR and reporters. Maintain these files or modify or upgrade them with approval of the NH DHHS Information Security Officer.
- 5.12. The Contractor shall maintain an electronic log of all abstracts received from each reporting facility that includes facility ID, number of abstracts received, date received, format of data received and NAACCR version if electronic submission. Abstract logs shall be kept for six (6) years.
- 5.13. The Contractor shall maintain the prior NHSCR vendor copies of hard copy logs and electronic logs of abstracts submitted to NHSCR for six (6) years.
- 5.14. The Contractor shall upgrade or replace user software and or hardware and make necessary changes to customize software because of advancing technology and or modifications required by NH DoIT, DHHS, NPCR or NAACCR standards. Make further upgrade(s) or replacements(s) during the life of this contract, at an additional negotiated price, if so requested by DHHS and subject to all necessary state approvals.
- 5.15. Reserved.
- 5.16. Reserved.

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6. Database Management Activities

- 6.1. The Contractor shall develop and implement procedures for the timely and accurate consolidation of cancer reports.
- 6.2. The Contractor shall consolidate tumor records and treatment information in accordance with standards set forth by NPCR, NAACCR or the SEER.
- 6.3. The Contractor shall perform routine, standard edit checks on all reports received in accordance with NPCR and NAACCR standards. The contractor shall be responsible for the accuracy of the data it codes, edits and consolidates and for maintaining the integrity of the data from year to year. At a minimum, the editing and review of data would include:
 - 6.3.1. Routine visual review of abstracts and error reports;
 - 6.3.2. Installation and use of the most recent standard edit set metafiles as chosen by the DHHS and the Contractor;
 - 6.3.3. Detection of errors during editing, documentation of errors found and corrections of errors detected;
 - 6.3.4. Detection and consolidation of multiple abstracts tumor records) received during the contract that match cases reviewed in current or prior years;
 - 6.3.5. Detection and removal of duplicate consolidated cases (that is two or more consolidated records for the same tumor in an individual);
 - 6.3.6. Describe strategy for the routine, continual detection and removal of the duplicates from the NHSCR database – even after current accession year has closed.
- 6.4. The Contractor shall assure that the individual case records in the NHSCR automated database are computer-edited for duplicate records, invalid coding, improbable values, and inconsistencies prior to statistical processing and data compilation for analytical purposes. Areas to be edited include, but are not limited to:
 - 6.4.1. Data Range Checks;
 - 6.4.2. Geographic Coding Assignment;
 - 6.4.3. Duplicate Record Checks;
 - 6.4.4. Invalid values
 - 6.4.5. Relational items as follows:
 - 6.4.5.1. City at diagnosis field must only have values that exactly match legitimate New Hampshire City, town, or village names in list supplied by DHHS.

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- 6.4.5.2. City at diagnosis, the code for county and state of diagnosis must always agree and where city at diagnosis exists, a code for county at diagnosis must be provided.
- 6.4.5.3. Vital status and cause of death - fields must correspond, and cause of death must be a valid ICD-10 cause of death code or one of the special NAACCR codes, unless this information is missing from data supplied by NH Vital Records.
- 6.4.5.4. Records should be checked to make sure that the physician's name is correctly entered into first and last name fields.
- 6.4.5.5. Records should be checked to compare sex of patient and the first name of the patient as a guide for determining correct entry of the record.
- 6.4.5.6. No logical conflicts shall exist between all the treatment diagnosis fields and the related reason for no treatment fields.
- 6.4.5.7. Apply applicable NPCR and NAACCR Central Registry edits to data fields.

6.5. The Contractor shall geocode all cancer reports of New Hampshire residents for address and census tract, for a given year and accurately incorporate new and revised coding into NHSCR database.

7. Penetration Internal Security Testing

- 7.1. Reserved.
- 7.2. Reserved.
- 7.3. Reserved.
- 7.4. The Contractor shall conduct on-going vulnerability testing of databases, website, web-based portals, or systems developed, implemented, managed, or supported as a deliverable for this contract. Certification of this testing will be provided to DHHS Information Security. The objective of said Vulnerability Testing is to identify design and/or functionality issues in infrastructure of systems that could expose Confidential Data, as well as, computer and network equipment and systems to risks from malicious activities. Within 15 days after a Vulnerability Test has revealed a security risk that does not have an immediate remediation path, the Contractor will provide DHHS Information Security with a report of the security issues that were revealed and within 45 days of testing the Contractor will provide DHHS Information Security with a remediation plan. DHHS will decide, in consultation with the Contractor, which, if any, security issues revealed from the vulnerability Test will be remediated by the Contractor.

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8. Information and System Security Policies and Procedures

- 8.1. Reserved.
- 8.2. Reserved.
- 8.3. Reserved.
- 8.4. Reserved.
- 8.5. Reserved.
 - 8.5.1. Reserved.
 - 8.5.2. Implement full security measures to ensure the security and quality of all the elements in the NHSCR database through procedures that shall include the following:
 - 8.5.2.1. Ensure that equipment is protected from theft and accidental or deliberate damage or misuse
 - 8.5.2.2. Ensure that once computer programs and data sets are completed and in routine use, they are protected against tampering. Carefully control access to and maintenance of computer programs and NHSCR database.
 - 8.5.2.3. Ensure that copies of original data submitted are maintained and never altered.
 - 8.5.2.4. Ensure that data are protected against inadvertent or deliberate destruction, modification, or dissemination.
 - 8.5.2.5. Ensure procedures for backup, archiving, and disaster recovery for computer programs and NHSCR database.
 - 8.5.2.6. Ensure that passwords are changed, access denied and other security procedures are in place to protect against ongoing access and sabotage when staff resign, are terminated, or no longer assigned to NHSCR contract.
- 8.6. The Contractor shall maintain the security and integrity of the NHSCR data. Re-process data at no additional cost to DHHS in accordance with DHHS instructions if the DHHS or contractor finds that contractor has corrupted, altered, tampered with, or improperly coded/processed any data sets during the duration of the Contract.

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- 8.7. The Contractor shall immediately report to the NH DHHS Information Security Officer of all errors or anomalies in the NHSCR data, which could reasonably believe to suggest that security or integrity of the NHSCR, or its data may be compromised. The results of any analysis shall be reported to the NH DHHS Information Security Officer and, in addition, the steps it has taken or intends to take to ensure security and integrity of the NHSCR and its data.
- 8.8. Reserved.
- 8.9. Reserved.

9. Training and Education

- 9.1. The Contractor shall provide consultation, technical assistance, and training to assure accurate, timely and complete data from reporters (registrars, medical record personnel, providers and abstractors) at reporting facilities.
- 9.2. The Contractor shall provide technical assistance by phone or in person to individual reporting facilities and providers during normal weekday business hours; response time for telephone consultation shall be no longer than one working day after request is received or for onsite consultation, no longer than 10 working days.
- 9.3. The Contractor shall assess the training needs of various reporting facilities; develop written guidance, policies and procedures for reporting facilities; and provide technical assistance and training for reporting facilities.
- 9.4. Annually, the Contractor shall convene state cancer registrars meeting to include educational and technical sessions to cancer registrars of New Hampshire hospitals to foster compliance with reporting requirements as developed by the DHHS. The meeting will be hosted either in person, or remotely using Zoom or equivalent software, if PHI or other Confidential Data (as defined in Exhibit K – DHHS Information Security Requirements) will be shared a HIPAA compliant video conferencing solution must be used.
- 9.5. The Contractor shall provide twice annually, web-based training and education sessions to cancer registrars of New Hampshire hospitals on topics identified by the contractor in consultation with DHHS that will help improve cancer reporting. These may include instruction on proper cancer coding; use of edit sets; new software etc.
- 9.6. The Contractor shall send one (1) staff member to attend the North American Association of Cancer Registries (NAACR) Conference in order to increase its capacity for collecting and utilizing cancer-related data by increasing staff knowledge.

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10. Quality Control and Assurance (QA/QC) Activities

- 10.1. The Contractor shall perform quality assurance and control activities to assure appropriate data coding, consolidation and documentation, and assure complete case ascertainment and high quality data from all reporting sources in accordance with NH rules and regulations, NAACCR, and NPCR standards.
- 10.2. The Contractor shall implement a QA/QC implementation plan (including timeline) which at minimum includes the following activities and routine operations:
 - 10.2.1. Assignment of qualified individuals to perform QA/QC activities.
 - 10.2.2. A routine schedule for edits and internal management reports.
 - 10.2.3. A routine schedule for internal audits for QA/QC and data security and provision of these reports to DHHS. The plan shall include written procedures for the internal monitoring of quality assurance procedures and written procedures /steps implemented if quality control goals are not met.
 - 10.2.4. Procedures for documenting edits/changes made to data during processing.
 - 10.2.5. Routine training, assessment and professional development of the contractors' staff.
- 10.3. The Contractor shall perform case finding activities utilizing traditional and non-traditional sources to assure timeliness and completeness of cancer reporting.
- 10.4. By October 31st of each year, the Contractor shall obtain from each reporting hospital a "diagnostic index" for case findings at all hospital reporting facilities. A diagnostic index is defined as a detailed patient listing of all discharges meeting certain definitions in medical records coding. The Contractor shall encourage facilities to submit electronic diagnostic indices and request that they monitor their own diagnostic indices each month.
- 10.5. By October 31st of each year, the Contractor shall complete Death Clearance.
- 10.6. For each hospital, as resources allow, the key variables specified by NAACCR and NPCR will be selected for visual editing of 25 cases at least every five (5) years for experienced registrars, but up to 100 annually for less experienced registrars or registrars who have not achieved an error rate of <2%. If, after review and discussion with the hospital registrar, the error rate identified in total from these fields is greater than 2%, then the NHSCR will continue to visually edit cases from that hospital and will work with the hospital registrar to improve abstracting.

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- 10.7. The Contractor shall ensure that cleanliness of the database is, at a minimum, in accordance with accepted NAACCR standards. A 2% error rate threshold shall be the guide for visual editing of hospital registry accuracy.

11. Reporting Activities

- 11.1. The Contractor shall produce semi-annual timeliness and completeness reports by hospital to monitor case reporting activities. The Contractor shall supply aggregate timeliness and completeness reports to DHHS on a semi-annual basis, stating which hospitals are delinquent in their reporting and the steps taken to improve reporting from delinquent hospitals.
- 11.2. Reserved.
- 11.3. The Contractor shall prepare and submit to DHHS staff a semi-annual review of contract progress by January 15 of the contract period. Provide an update of progress on all contract items through the routine semi-annual NHSCR progress report or work plan.
- 11.4. The Contractor shall cooperate with any audit of NHSCR for data quality by NPCR or NPCR designated contractor. Submit to DHHS a summary of this audit upon completion.
- 11.5. The Contractor shall provide, by December 31 of each year of the contract, a finalized data set that has undergone complete QA/QC process. The extract of the data would cover from January 1, 1995 to date.
- 11.6. The Contractor shall provide DHHS an extract of the complete NHSCR database from Jan 1, 1995 to date upon request.
- 11.7. Upon approval from the DHHS, the Contractor shall submit finalized datasets to NAACCR and to NPCR as specified by the NAACCR and NPCR standards and Call for Data requirements. Submit copies of each of these submissions to DHHS.
- 11.8. The Contractor shall provide cancer case data to and receive data from states with which DHHS has a data exchange agreement, in accordance with the terms of the exchange agreement. The data shall be submitted using the agreed upon NAACCR format and will have been edited to the best extent possible. The DHHS currently has exchange agreements with seven (7) states and additional agreements may be executed by the DHHS during the life of this contract and shall be accommodated by the contractor.
- 11.9. Upon approval of the DHHS, the Contractor shall provide selected health researchers, with electronic copies of NHSCR data for certain specific data elements requested and cleared by DHHS. DHHS will provide the Contractor with specific instructions describing the variables authorized for release, the years of data required, and any other information such as database format.

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- 11.10. Upon approval from the DHHS, the Contractor shall provide data to the Vermont Breast and Cervical Program for breast and cervical cancer cases among Vermont residents diagnosed in New Hampshire in accordance with the program's approved application for data release by DHHS.
- 11.11. Upon approval from the DHHS, the Contractor shall provide colorectal cancer case data to the NH Colorectal Cancer Screening Program in accordance with the program's approved application for data release by DHHS.
- 11.12. Upon approval from the DHHS, the Contractor shall provide breast cancer case data to the NH Mammography Network in accordance with the program's approved application for data release by DHHS; receive cancer case data from the NH Mammography Network.
- 11.13. The Contractor shall direct any requests for data or analysis of NHSCR data from researchers, the media or general public to the DHHS within 3 working days of receipt of the request.

12. Other Programmatic Activity

- 12.1. The Contractor shall make available key personnel to meet with appropriate DHHS personnel, as requested, to discuss policies and procedures, ongoing activities, contract deliverables, performance measures, review contract performance and transition to new contractor, etc.
- 12.2. The Contractor may include travel funds for appropriate staff to attend the National Cancer Registrars Association (NCRA) and NAACCR meetings annually for staff development.
- 12.3. The Contractor shall convene annually the New Hampshire State Cancer Registry Advisory Panel to assist in building consensus, cooperation, and planning for the registry and to enhance chronic disease program coordination and collaboration. Representation should include key organizations and individuals both within (e.g. representatives from all cancer prevention and control components and chronic disease program) and outside the program (e.g. hospital cancer registrars, the American Cancer Society, American College of Surgeons liaison, clinical-laboratory personnel, pathologists, and clinicians).
- 12.4. The Contractor shall participate as an active member when needed in New Hampshire Comprehensive Cancer Collaboration.
- 12.5. The Contractor shall participate as an active member with DHHS to collaborate in applying for grants that DHHS is interested in, regardless of who receives the actual funding. Both DHHS and contractor agree to consider the others' expenses and needs for operation and program growth when applying for grants and distribution of financial resources when funding is received.

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- 12.6. The Contractor shall provide ad-hoc services related to cancer epidemiology. Working with DHHS staff at DHHS offices, the time spent may be up to twelve (12) hours per week on such tasks, as long as suitably qualified staff is available. These tasks will be mutually agreed upon by the contractor and the DHHS, and supervised by the DHHS staff. Tasks associated with these services may include:
 - 12.6.1. Assist in the preparation of data and narrative for the annual cancer report for New Hampshire.
 - 12.6.2. Assist in the investigation of cancer clusters and response to concerns about the occurrence of cancer clusters in New Hampshire.
 - 12.6.3. Assist with the preparation of manuscripts for publication and develop preparatory materials for professional meetings based on the DHHS needs.
 - 12.6.4. Provide Institutional Review Board (IRB review) for the DHHS cancer registry section (i.e. Cancer cluster investigations).
 - 12.6.5. Enter into agreements with other organizations as needed for processing data according to the NPCR standards, for example, with the National Death Index to obtain death data, and with the Veterans Administration (VA) to obtain VA cancer data.

13. Centers for Disease Control and Prevention (CDC) Cooperative Agreement Activities

- 13.1. The Contractor shall assist in drafting goals and program objectives, progress reports and NHSCR budgets as requested by DHHS for the purposes of the New Hampshire's application for the CDC Continuing Cooperative Agreement for Enhancement of State Cancer Registries which includes, but is not limited to:
 - 13.1.1. Providing all contractor-specific documentation and assurances necessary for the application.
 - 13.1.2. Agreeing that the application for the CDC Cooperative Agreement will be submitted for and all funding will be awarded to the DHHS.
 - 13.1.3. Identifying contractor contributions to the NHSCR effort, not state general funds or federal funds that would be applied to a direct or in-kind match that may be required for application for the CDC cooperative agreement.
 - 13.1.4. Informing DHHS within one (1) working day of any cooperative agreement related inquiries by CDC project or grants management staff.

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- 13.1.5. Representing the NHSCR on the NPCR and NAACCR- task force, users group and or committees to learn recent updates; issues and share NH experiences with all other states and will keep DHHS fully informed of all such activities.
- 13.1.6. Where appropriate, NHSCR will communicate directly with NPCR and NAACCR on technical matters of cancer surveillance, standards and submissions to NPCR and NAACCR and will keep DHHS fully informed of all such activities.

14. Transition Activities

- 14.1. If Contractor is not able to fulfill the terms of this contract and solicitation of a new vendor is necessary, the Contractor shall assist with the transition to a new vendor. Within two (2) months of the end of the contract term, the Contractor shall:
 - 14.1.1. Provide the new vendor with a copy of the latest version of the NHSCR database; the reporters' database; preregistration log; and the original copies of all the backups of the database.
 - 14.1.2. Write up procedures used to purge all NHSCR data from vendor's hardware and send the procedures to DHHS Information Security and the Program point-of-contact for review and approval. After approval of the procedures by the DHHS, purge all NHSCR data from the hardware of vendor.
 - 14.1.3. Train up to four (4) people employed by the new vendor, by means of a reasonable exchange of information on administration of the NHSCR database, including an overview of reporters and data exchange processes with other states. The training is anticipated to involve at least the vendor's database manager and Quality Assurance supervisor for approximately two days.
 - 14.1.4. Provide the DHHS with any: hard copy of abstracts and pathology reports submitted by reporting facilities; electronic diskettes; and all documentation of interaction with reporting facilities.
 - 14.1.5. Provide DHHS with a hard and electronic copy of the latest version of the operation manual; system security and integrity manual; and all other materials developed for the work process of NHSCR during the contract process.
 - 14.1.6. Close the web access for reporting facilities so that facilities can no longer upload data of NHSCR data to the incumbent vendor.

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- 14.1.7. Prior executing the above actions, the Contractor shall work with DHHS to develop a Data Migration Plan that adheres to Exhibit K – Information Security Requirements.

15. Deliverables and Key Performance Indicators

- 15.1. The Contractor shall ensure that following performance indicators in Table 1 to measure the effectiveness of the agreement.
 - 15.1.1. All date references in Table 1 shall be used for this contract unless otherwise specifically noted in the main body of this contract.
 - 15.1.2. All time periods are calendar days and not business days unless otherwise specifically noted in the main body of this contract.
 - 15.1.3. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan (CAP) for any deliverable and/or performance. The Contractor shall send a copy of the CAP to the DHHS Information Security Officer if the CAP includes information security or privacy deliverables and/or performance actions.

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Table 1

Description of Key Variables	Section Number	Initial Term
Work Plan	2.1	30 days
Fully Qualified Staff	2.2	30 days
Allow DHHS Participation	2.4	Ongoing
Case Reporting	3, 4.1-4.3, 4.14.4, 11.1	Ongoing
Create/Update operation manual	4.9	30 days & ongoing
IT infrastructure/Webserver	5.5-5.8	30 Days
Install Registry Software and prior data	5.9 - 5.10	30 days
Processes for laboratory and pathology reports	4 - 5	30 days
Reporters database	5.12	30 days
Registration log	5.13	30 days
Upgrade/Replace software	5.14	ongoing
DHHS data access	5.12- 5.13	30 days & as needed
Procedures for Consolidation of cases and reports	6.1	30 days
Run edit checks	6.3	Ongoing
Geocoding	6.4.2	Ongoing
System security and policies and procedures	9.1, 9.2, 9.5	14-60 days
Responsibility for consultation/assessment	8.1-8.2	Ongoing
QA/QC Plan	10.2	30 Days
Case Finding and Diagnostic Indices	10.4	October 31 of each year
Death Clearance	10.5	October 31 of each year
Quarterly Facility Reports	11.1	Once in 4 months
Annual progress Report	11.3	August 15 of each year
Final Incidence dataset	11.5	January 30 of each year
Extract of Incidence dataset	11.6	Ongoing
NPCR AND NAACCR Annual Report	11.7	Yearly
Submit data to NPCR	11.7	November 30 of each year
Submit data to NAACCR	11.7	November 30 of each year
Interstate Data Exchange	11.8	Ongoing
Release of Data to researchers	11.9	Ongoing
Attend Meetings	12.2	Ongoing
CDC Cooperative Agreement Activities	13	Ongoing
Transition Activities	14	2 months

16. Specialized Services

- 16.1. The Contractor shall provide one (1) staff scientist to work jointly with the New Hampshire State Cancer Registry staff to provide investigation and research into environmental and genetic aspects of childhood cancer.
- 16.2. The Contractor shall collaborate with the Department to conduct a systematic literature review on the many causes of childhood cancer which shall include, but is not limited to:

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- 16.2.1. Most recent research published.
- 16.2.2. Unpublished early work presented at national and international conferences.
- 16.3. The Contractor shall collaborate with the Department to write and publish:
 - 16.3.1. A systematic review article describing the understanding of the field.
 - 16.3.2. Educational literature targeted to the public to explain what is known about the causes of childhood cancer.
- 16.4. The Contractor shall conduct a detailed re-examination of the national data as presented by Dr. David Siegel et al at <https://www.cdc.gov/mmwr/volumes/67/wr/mm6725a2.htm>. The Contractor specifically shall explore the following topics:
 - 16.4.1. Analysis of race-specific rates, including those for Massachusetts and Pennsylvania.
 - 16.4.2. Hypothesis testing to demonstrate whether New Hampshire rates significantly exceed those of neighboring states.
 - 16.4.3. Hypothesis testing to demonstrate where the northeast region stands in comparison to other regions.
 - 16.4.4. Analyses of cancer subtypes including comparisons based on race-specific data, to show if certain cancers are more prominent in the Northeast, specifically NH, and to determine any patterns of Cancer.
- 16.5. The Contractor shall provide surveillance for childhood Cancers by:
 - 16.5.1. Providing a focus on data collection to complete cases.
 - 16.5.2. Collaborating with Massachusetts Cancer Registry to include obtaining data on children with cancer from New Hampshire who receive treatment in Massachusetts.
- 16.6. The Contractor shall add one (1) additional part-time cancer registrar, assigned to the scope of services in Section 16, to the State Cancer Registry team located in Dartmouth, NH to improve surveillance for childhood cancer, at a minimum of twenty (20) hours per week.
- 16.7. The Contractor shall conduct case-finding audits and recoding audits to optimize data for childhood cancer and provide a report that summarizes the data quality and quantifies the improvement achieved through the audit process.
- 16.8. The Contractor shall co-host one (1) academic conference in NH on the etiology of childhood cancer. The Contractor shall:

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- 16.8.1. Invite National and International researchers and state public health agencies to discuss current research and public health issues.
- 16.8.2. Pay for travel and fees for selected experts for their presentations with a focus on specific pediatric cancers of concern, genetic syndromes, and environmental childhood cancer epidemiology.
- 16.8.3. Include a more limited executive session by invitation to discuss next steps.
- 16.8.4. Develop educational literature for the public based on information and discussion at the conference and executive session.
- 16.8.5. Measure baseline awareness of participants on at least two (2) pediatric cancer topics prior to commencement of the academic conference.
- 16.8.6. Provide conference evaluations to 100% of the participants.
- 16.9. The Contractor shall analyze and summarize, for a lay audience, radiation-monitoring data from environmental samples taken around the Seabrook Nuclear Power Station, at an estimated seventy-five (75) Thermoluminescence Dosimetry TLD Sites, as collected by the Department's Radiological Environmental Monitoring Program. The objectives shall include, but are not limited to:
 - 16.9.1. Providing the public with reliable radio analytical data regarding the environmental impact of a nuclear facility.
 - 16.9.2. Incorporating background radiation levels and radioactivity from natural sources, as well as action levels for emergency preparedness into the analysis reporting.
- 16.10. The Contractor shall develop educational materials, subject to Department approval, based on the results of the analyses of Seabrook data collection.
- 16.11. The Contractor shall work with the Department to create data visualizations relating to radiation data and provide those to the Department.
- 16.12. The Contractor shall work with the Department to develop an outline of a process that will allow for semi-automatic updating of both static and web-based reports, and shall provide the outline to the Department by June 1, 2021.
- 16.13. The Contractor shall work in conjunction with the Department to produce aggregate data and educational materials for the Department to release to the public for the purpose of informing the public on facts and actual risks of radiation concentrations across the state based on the data collected by the Department's Radiological Environmental Monitoring Program.

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New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A – Amendment #3

- 16.14. The Contractor shall develop a study protocol to gather information about pediatric cancer survivors and their caregivers' experiences with cancer treatment and post-cancer treatment activities which shall include, but is not limited to:
 - 16.14.1. Obtaining approval from an Institutional Review Board for the study protocol and materials which shall include, but is not limited to:
 - 16.14.1.1. Consent forms.
 - 16.14.1.2. Focus group prompts.
 - 16.14.1.3. Survey questions.
 - 16.14.2. Implementing the study to gather information from childhood cancer survivors and their caregivers.
 - 16.14.3. Analyzing the results of the information gathering activities using appropriate qualitative and quantitative methods.
 - 16.14.4. Developing a written report and other materials on the results of the survivor study to share.
 - 16.14.5. Providing non-identifiable data to the Department.
- 16.15. The Contractor will work with DHHS to develop a Data Sharing Plan (DSP) to support the Radiation Monitoring Requirement in this contract.

17. Reporting

- 17.1. The Contractor shall maintain income and expenditure records that shall be available to the Department, upon request.
- 17.2. The Contractor shall submit a draft work plan, for the scope of services referenced in Section 16, to the Department for approval within thirty (30) days of Governor and Executive Council approval which shall include, but is not limited to:
 - 17.2.1. A plan to meet each obligation of Amendment #3.
 - 17.2.2. An estimated timeline.
- 17.3. The Contractor shall submit an updated work plan within sixty (60) days of the contract amendment's effective date.
- 17.4. The Contractor shall submit quarterly reports within thirty (30) days at the end of each quarter, for Department approval which shall include, but is not limited to:
 - 17.4.1. Brief narrative of work performed during the reporting period;
 - 17.4.2. Summary of work plans for the upcoming quarter, including challenges and/or barriers to completing the requirements of this Agreement;

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New Hampshire Department of Health and Human Services
Cancer Registry Operations

Exhibit A – Amendment #3



- 17.4.3. Documented achievements; and
- 17.4.4. Progress made toward meeting the performance measures.
- 17.5. The Contractor shall submit an annual evaluation report within thirty (30) days of the completion of the contract period which shall include, but is not limited to:
 - 17.5.1. Brief narrative of work performed during the reporting period;
 - 17.5.2. Summary of work plans for the upcoming quarter, including challenges and/or barriers to completing the requirements of this Agreement;
 - 17.5.3. Documented achievements; and
 - 17.5.4. Progress made toward meeting the performance measures.

18. Performance Measures

- 18.1. The Contractor shall ensure the following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
- 18.2. The Contractor shall have at least eighty (80) participants attend the academic conference.
- 18.3. The Contractor shall increase baseline awareness among participants at the academic conference about issues related to at least two pediatric cancer topics.
- 18.4. The Contractor shall increase the knowledge of state legislators with regard to the needs of childhood cancer survivors in NH by 50%.
- 18.5. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

19. Specialized Services Deliverables

- 19.1. The Contractor shall deliver final summary reports to the Department in PDF form that will be hosted on the Department's website, analytical code and summary files, as well as data visualizations (using Tableau ArcGIS, and R).
- 19.2. The Contractor shall deliver an interactive map, such as ArcGIS StoryMap, or Interactive Dashboard using Tableau to align with current tools and platforms used by the Department, from the summary and analyses of environmental samples from Seabrook Nuclear Power Station.
- 19.3. The Contractor shall provide a report summarizing the data collected from the Department's Radiological Environmental Monitoring Program.

New Hampshire Department of Health and Human Services
 Cancer Registry Operations



Exhibit A-1, Amendment #3
 Additional Cancer Data Registry Technical Requirements

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	CONTRACTOR RESPONSE	CONTRACTOR COMMENTS
A GENERAL DATA SECURITY AND PRIVACY		
A.1 Reserved		
A.2 Reserved		
A.3 Reserved		
A.4 Reserved		
A.5 Reserved		
A.6 Reserved		
B APPLICATION SECURITY REQUIREMENTS		
B.1 Reserved		
B.2 Reserved		
B.3 Reserved		
B.4 Reserved		
B.5 Reserved		
B.6 Reserved		
B.7 Reserved		
B.8 Reserved		
B.9 Reserved		
B.10 Reserved		
B.11 Reserved		
B.12 Reserved		
B.13 Audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements. Audit Logs shall be retained for six (6) years.	Yes	
B.14 The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The audit logs must be kept for six (6) years.	Yes	<p>The Contractor's Proposal Response to Information Technology questions dated October 3, 2016, providing additional details and specifics of the logging functionality process, is hereby incorporated by reference as fully set forth herein.</p> <p>The State and Contractor shall negotiate a mutually agreeable remediation plan within 180 days of the effective date of the Contract.</p> <p>The Contractor will describe aspects of the infrastructure that are not amenable to this logging and discuss with the State within 180 days of the effective date of the contract.</p>
B.15 Reserved		
B.16 Reserved		
B.17 Reserved		
B.18 Reserved		
B.19 Reserved		

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**New Hampshire Department of Health and Human Services
Cancer Registry Operations**



**Exhibit A-1, Amendment #3
Additional Cancer Data Registry Technical Requirements**

B.20	Reserved		
C. HOSTING REQUIREMENTS			
C.1	Reserved		
C.2	The Contractor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Contractor, ex: bandwidth, network outages and /or any other conditions arising on the data submitters internal network or, more generally, outside the Contractor's firewall or any issues that are the responsibility of the data submitters Internet Service Provider.	Yes	
C.3	Reserved		
C.4	The Contractor must monitor the application and all servers.	Yes	
C.5	The Contractor shall manage the databases and services on all servers located at the Contractor's facility.	Yes	
C.6	The Contractor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer. Security patches and vulnerability updates will be applied as soon as possible.	Yes	
C.7	The Contractor shall monitor System, security, and application logs.	Yes	
C.8	The Contractor shall manage the sharing of data resources	Yes	
C.9	The Contractor shall manage daily backups, off-site data storage, and restore operations.	Yes	
C.10	The Contractor shall monitor physical hardware.	Yes	
C.11	The Contractor shall provide validation that they have adequate disaster recovery procedures in place.	Yes	
C.12	The Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	Yes	
C.13	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	Yes	
C.14	The Contractor shall adhere to a defined and documented back-up schedule and procedure.	Yes	
C.15	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure	Yes	

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New Hampshire Department of Health and Human Services
 Cancer Registry Operations



Exhibit A-1, Amendment #3
 Additional Cancer Data Registry Technical Requirements

C.16 Scheduled backups of all servers must be completed weekly.	Yes	
C.17 The minimum acceptable frequency is differential backup daily, and complete backup weekly.	Yes	
C.18 Back-up site is physically located ~5 miles from the Production data to avoid complete data loss with the loss of a facility.	Yes	
C.19 If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	Yes	
C.20 Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	Yes	The Contractor's Proposal Response to Information Technology questions dated October 3, 2016, providing additional details and specifics of the data recovery process, is hereby incorporated by reference as fully set forth herein. The State and Contractor shall negotiate a mutually agreeable remediation plan within 180 days of the effective date of the Contract.
D. HOSTING REQUIREMENTS – NETWORK ARCHITECTURE		
D.1 The Contractor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application.		The Applicant, an academic institution, is not in a position to guarantee uptime. The registry operations do not provide a public service but deal with a small number of (~25) regular cancer reporters.
D.2 The Contractor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Contractors, so that a failure of one Internet connection will not interrupt access to the State application		
D.3 The Contractor's network architecture must include redundancy of routers and switches in the Data Center		
D.4 Reserved		
E. HOSTING REQUIREMENTS – SECURITY		
E.1 Reserved		
E.2 Reserved		
E.3 Reserved		
E.4 Reserved		
E.5 Reserved		
E.6 Reserved		
E.7 Reserved		

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**New Hampshire Department of Health and Human Services
Cancer Registry Operations**



**Exhibit A-1, Amendment #3
Additional Cancer Data Registry Technical Requirements**

F HOSTING REQUIREMENTS – SERVICE LEVEL AGREEMENT		
F.1 The DHHS and Health Facilities shall have unlimited access, via phone or Email, to the Contractor's Help Desk technical support staff between the hours of 8:00am to 4:30pm- Monday thru Friday EST.	Yes	
F.2 The Contractor's Help Desk telephone or e-mail response time for technical support shall be no more than twenty-four (24) hours.	Yes	NHSCR is prepared to respond during normal business hours, 8:00 AM to 4:30 PM, Monday through Friday EST. This has worked well with our reporters.
F.3 Reserved.		
G ADDITIONAL QUESTIONS		
G.1 The Contractor shall provide a written description of the Registry Plus Suite options used by NHSCR.	Yes	The Contractor's Proposal Response to Information Technology questions dated October 3, 2016, providing additional details and specifics of the Registry Plus Suite, is hereby incorporated by reference as fully set forth herein.
G.2 Reserved.		
G.3 Reserved.		
G.4 Reserved.		

Contract Registry Operations

Exhibit B-7, Amendment #3

New Hampshire Department of Health and Human Services

Contractor Name: Trustees of Dartmouth College
 Budget Request for: SFY21 Core Budget Revision
 Budget Period: 7/1/20 - 6/30/21

Line Item	Total Program Cost			Contract for SERVICE			Funded by DPHS grant and share		
	Direct	Indirect	Total	Direct	Indirect	Total	Grant	Share	Total
1. Total Salary/Wages	201,850.53	36,253.97	238,104.50				201,850.53	36,253.97	238,104.50
2. Employee Benefits	133,342.57	13,334.26	146,676.83				133,342.57	13,334.26	146,676.83
3. Operations	11,820.00	1,182.00	13,002.00				11,820.00	1,182.00	13,002.00
4. Equipment									
5. Travel									
6. Fringe	1,872.00	187.20	2,059.20				1,872.00	187.20	2,059.20
7. Occupancy	4,820.00	482.00	5,302.00				4,820.00	482.00	5,302.00
8. Current Expenses									
9. Telephone	4,820.00	482.00	5,302.00				4,820.00	482.00	5,302.00
10. Postage									
11. Printing									
12. Fuel (Automotive and Training)	3,000.00	300.00	3,300.00				3,000.00	300.00	3,300.00
13. Automobile/Transportation	1,820.00	182.00	2,002.00				1,820.00	182.00	2,002.00
14. Other (Fuel, Auto, etc.)	1,820.00	182.00	2,002.00				1,820.00	182.00	2,002.00
15. Other (Office, IT, etc.)	21,000.00	2,100.00	23,100.00				21,000.00	2,100.00	23,100.00
16. Other (IT, IT, etc.)	142,807.27	14,280.73	157,088.00	142,807.27	14,280.73	157,088.00	142,807.27	14,280.73	157,088.00
17. Request or other (Contract level) continued									
TOTAL	776,783.77	77,678.37	854,462.14	142,807.27	14,280.73	157,088.00	621,243.13	64,104.14	685,347.27

Indirect As A Portion of Direct: 10%

Cancer Registry Operations

Exhibit B-6, Amendment 03

New Hampshire Department of Health and Human Services

Contractor Name: Trustees of Dartmouth College
 Budget Request No: SFY21 Pediatric Cancer Budget
 Budget Period: 7/1/20 - 6/30/21

Line Item	Total Program Cost			Contractor Direct Match			Funded by DHDH (and not others)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Budget/Actual	224,831.00	21,000.00	245,831.00				224,831.00	21,000.00	245,831.00
2. Employee Benefits	76,177.00	7,847.50	84,024.50				76,177.00	7,847.50	84,024.50
3. Consultants									
4. Equipment	11,000.00	1,000.00	12,000.00				11,000.00	1,000.00	12,000.00
5. Travel									
6. Repairs and Maintenance									
7. Purchased Services									
8. Supplies									
9. Contractual									
10. Information									
11. Medical									
12. Other	1,000.00	200.00	1,200.00				1,000.00	200.00	1,200.00
13. Total	27,177.00	2,000.00	29,177.00				27,177.00	2,000.00	29,177.00
14. Contingency									
15. Other Expenses									
16. Telephone									
17. Books	1,317.00	207.18	1,524.18				1,317.00	207.18	1,524.18
18. Subscriptions									
19. Audit and Legal									
20. Insurance									
21. Rental Services									
22. Utilities									
23. Marketing/Communications									
24. Staff Expenses and Travel									
25. Software Licenses	61,000.00	0,000.00	61,000.00				61,000.00	0,000.00	61,000.00
26. Other (specify details mandatory)									
TOTAL	437,343.48	44,434.58	481,778.06				437,343.48	44,434.58	481,778.06

Indirect As a Percent of Direct: 10.0%

Cancer Registry Operations

Exhibit B-6, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: Trustees of Dartmouth College
 Budget Request for: 2020 Care Budget Revision
 Budget Period: 7/1/21 - 6/30/22

Line Item	Yield Program Cost			Contractor Share / Month			Funded by DHHH contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Fringe	27,727.00	27,727.00	55,454.00	-	-	-	27,727.00	27,727.00	55,454.00
2. Employee Benefits	175,818.11	12,341.01	188,159.12	-	-	-	175,818.11	12,341.01	188,159.12
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	12,850.00	1,250.00	14,100.00	-	-	-	12,850.00	1,250.00	14,100.00
5. Travel	-	-	-	-	-	-	-	-	-
6. Printing	-	-	-	-	-	-	-	-	-
7. Other	1,250.00	250.00	1,500.00	-	-	-	1,250.00	250.00	1,500.00
8. Total	10,835.11	1,521.01	12,356.12	-	-	-	10,835.11	1,521.01	12,356.12
9. Contract Expenses	-	-	-	-	-	-	-	-	-
10. Other	1,725.00	172.50	1,897.50	-	-	-	1,725.00	172.50	1,897.50
11. Total	12,560.11	1,693.51	14,253.62	-	-	-	12,560.11	1,693.51	14,253.62
12. Information/Communications	-	-	-	-	-	-	-	-	-
13. Other: Membership	1,000.00	100.00	1,100.00	-	-	-	1,000.00	100.00	1,100.00
14. Other: Computer Support	2,000.00	200.00	2,200.00	-	-	-	2,000.00	200.00	2,200.00
15. Other: supplies support	500.00	50.00	550.00	-	-	-	500.00	50.00	550.00
16. All other (if not covered by other line items)	149,807.77	13,947.77	163,755.54	149,807.77	13,947.77	163,755.54	149,807.77	13,947.77	163,755.54
TOTAL	287,951.82	22,779.29	310,731.11	149,807.77	13,947.77	163,755.54	149,807.77	13,947.77	163,755.54

Indirect As A Percent of Direct 12.5%

New Hampshire Department of Health and Human Services
Exhibit K, Amendment #3
DHHS Information Security Requirements



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) working on behalf of the contractor 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,

New Hampshire Department of Health and Human Services
Exhibit K, Amendment #3
DHHS Information Security Requirements



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

Contractor Initials DS
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Date 11/2/2020

New Hampshire Department of Health and Human Services
Exhibit K, Amendment #3
DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services
Exhibit K, Amendment #3
DHHS Information Security Requirements



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 under its control 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 Confidential Data will only be stored and transmitted within the boundaries of the United States unless prior express written consent is obtained from the DHHS Information Security Officer and it will not outsource functions, including but not limited to IT support or administrative services, relating to the State of New Hampshire or NH DHHS offshore or outside the boundaries 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, video conferencing and Disaster Recovery locations.
2. The Contractor agrees Confidential Data will not be stored on personal devices.
3. 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.
4. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
5. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
6. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP, HITECH or government compliant solution appropriate for the type of data stored and/or processed or transmitted, and comply with all applicable statutes and regulations regarding the privacy and security, including all requirements contained within this Exhibit. All Contractor or End User controlled servers and devices must follow the hardening standards as outlined in NIST 800-123

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DHHS Information Security Requirements



(<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf>). As well as current updated and maintained anti-malware utilities (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware). The environment, as a whole, must have intrusion-detection services and intrusion protection services, as well as, firewall protection. The Contractor must hold the key to the cloud solution.

7. The Contractor agrees to and ensures its complete cooperation with the NH DoIT Chief Information Security Officer when a hosting infrastructure security risk vulnerability is detected and said vulnerability does not have an immediate remediation path.

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 micro cross-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

New Hampshire Department of Health and Human Services
Exhibit K, Amendment #3
DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services
Exhibit K, Amendment #3
DHHS Information Security Requirements



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 costs of response and recovery from the breach, subject to the limitation of liability as agreed to by the parties in Subsection 4.2 of Exhibit C-1 of the contract, 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 set forth in the principles of NIST 800-53 and 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. The Contractor shall also maintain the security of the system environment in accordance with the requirements of the Cancer Data Registry Technical Requirements.
14. Contractor agrees to maintain a documented breach notification and incident response process.
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

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New Hampshire Department of Health and Human Services
Exhibit K, Amendment #3
DHHS Information Security Requirements



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

- A. The Contractor must notify NHDHHS Information Security via the email address provided in this Exhibit, of any Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
 1. Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section V.1 constitutes notice by Contractor to Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- B. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures. Per the terms of this Exhibit the Contractors and End User's security incident and breach response procedures must also address how the Contractor

New Hampshire Department of Health and Human Services
Exhibit K, Amendment #3
DHHS Information Security Requirements



will:

1. Identify incidents;
 2. Determine if Confidential Data is involved in incidents;
 3. Report suspected or confirmed incidents to the Department as required in this Exhibit. The Department will provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion.
 4. Within 24-hrs of initial notification to the Department, complete the NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Office at the email address provided herein;
 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include the Department in the incident response calls throughout the incident response investigation;
 6. Identify incident/breach notification method and timing;
 7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to the Department's Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to the Department in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.
- C. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Contract shall be coordinated with the State. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Information Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 19, 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 Public Health Services, to enter into a retroactive, sole source amendment to an existing agreement with Trustees of Dartmouth College, Vendor # 177157-B013, 11 Rope Ferry Road, 6210, Box 186, Hanover, NH 03755, to operate a cancer registry system, by increasing the price limitation by \$1,642,306 from \$2,523,240 to \$4,165,546 and by extending the completion date from June 30, 2020 to June 30, 2022, retroactive to April 1, 2019 effective upon Governor and Executive Council approval. 82% Federal Funds and 18% General Funds.

This agreement was originally approved by the Governor and Executive Council on November 18, 2016 (Item #21 Vote 5-0) and amended as approved by the Governor and Executive Council on June 6, 2018 (Item #13 Vote 5-0).

Funds are available in State Fiscal Year (SFY) 2019 and are anticipated to be available in SFYs 2020, 2021, and 2022, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office.

See Attached Fiscal Details

EXPLANATION

This request is retroactive because the Department received approval from the Centers for Disease Control and Prevention (CDC) to amend this contract with federal grant funds in February of 2019. The amendment is to combine data on cancer diagnoses with initial treatment data and will require use of a data entry clerk who will bill at an hourly rate for data entry. In order to complete data entry, it was critical to begin this work as early as possible in SFY 2019. Initial treatment data includes information about whether an individual had surgery, radiation therapy, chemotherapy, hormone, or immunotherapy which can be used for research on these interventions.

This request is sole source because there are no renewal options left in the original contract and the Department wishes to ensure continuation of work with the Trustees of Dartmouth College under the CDC grant that started in June 30, 2017 and ends June 30, 2022, which is the end of the grant project period.

The Department seeks to expand upon the work that has taken place for the last several years to ensure data quality and completeness through participation in the CDC Data Quality Evaluation.

(DQE). This amendment will also ensure the continued operation of an incidence-based statewide cancer registry system as required by RSA 141-B.

The primary purpose of the New Hampshire State Cancer Registry is to identify all reportable cases of cancer in New Hampshire in order to provide information on the overall number, types, and changing patterns of cancer among residents of the state. New Hampshire RSA 141-B obligates the Department to collect information regarding the majority forms of cancers diagnosed in New Hampshire. The Contractor will continue conducting data collection, data processing, quality assurance and database management activities for the collection of cancer information for the New Hampshire State Cancer Registry in accordance with the Department guidelines and standards established by the National Program of Cancer Registries and the North American Association of Central Cancer Registries.

The cancer registry is one of the public health tools used to monitor and investigate trends in cancer diagnoses and treatment in every state in the U.S. The cancer registry through this contract generates critical data for public health investigations, for public health prevention programs, and for academic researchers who work to identify causes of cancer, and prevention and treatment strategies. This amendment will allow the Contractor to continue to capture essential data on people who are newly diagnosed with cancer.

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

- For each incident cancer case, collect all the data variables listed in New Hampshire Administrative Rule He-P 304.2.
- The database shall be, at a minimum, in accordance with accepted Centers for Disease Control's National Program of Cancer Registries and North American Association of Cancer Registry standards.
- The data collected is 95% complete within twelve (12) months of date of diagnosis for cases seen in any New Hampshire hospital.
- The data collected is 90% complete within fifteen (15) months of the date of diagnosis for all cases among New Hampshire residents, regardless of where they received the cancer care.
- The data collected is 95% complete within twenty-four (24) months of date of diagnosis for all cases among New Hampshire residents, with cases identified from death certificate review and follow-up, from physician practices, from non-hospital facilities, and from out-of-state sources.

The Contractor follows the standards required for the National Program of Cancer Registries (NPCR) National Data Quality and Completeness Program and US Cancer Statistics Publication Standard. The Trustees of Dartmouth College has achieved status as a National Program of Cancer Registries Registry of Excellence, and is the recipient of their eleventh consecutive gold standard certification by the North American Association of Central Cancer Registries.

Approximately 1.3 million individuals will be served from April 1, 2019 through June 30, 2022 - through cancer-related programming that is informed using data from the NH State Cancer Registry.

Should the Governor and Executive Council not authorize this request, the Department may be unable to support a high quality cancer registry and will lose the ability to monitor cancer trends; respond to community concerns related to cancer clusters; inform and educate communities about cancer risk; develop policies and plans that address cancer risk in the community; evaluate the

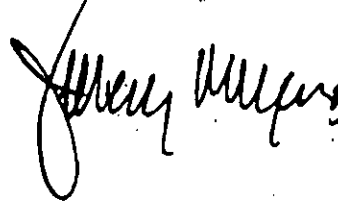
effectiveness, accessibility, and quality of cancer prevention; and control strategies and provide data to researchers to understand the causes and treatments for cancer.

Area served: Statewide

Source of Funds: 82% Federal Funds, Catalog of Federal and Domestic Assistance (CFDA) #93.898, United States Department of Health and Human Services, Centers for Disease Control and Prevention, New Hampshire Breast & Cervical Cancer, Comprehensive Cancer & Cancer Registry, Federal Award Identification Number (FAIN) # NU58DP006298 and Catalog of Federal and Domestic Assistance (CFDA) #93.991, United States Department of Health and Human Services, Centers for Disease Control and Prevention, Preventive Health and Health Services Block Grant, Federal Award Identification Number (FAIN) # NB01OT009205; and 18% General Funds.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES**

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

Fiscal Details

05-95-90-900510-86660000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, CANCER REGISTRY
100% Federal Funds CDC, Comprehensive Cancer Control Program & Cancer Registry

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Prog Svc	90080080	\$251,736	\$0	\$251,736
			<i>Sub Total</i>	\$251,736	\$0	\$251,736

05-95-90-900510-86660000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, CANCER REGISTRY
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2017	601-500931	State Fund Match	90056005	\$100,045	\$0	\$100,045
			<i>Sub Total</i>	\$100,045	\$0	\$100,045

05-95-90-902010-22150000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, CDC ORAL HEALTH GRANT
100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Prog Svc	90080080	\$173,000	\$0	\$173,000
			<i>Sub Total</i>	\$173,000	\$0	\$173,000

05-95-90-902010-33970000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, CANCER REGISTRY

100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Prog Svc	90080080	\$446,542	\$0	\$446,542
SFY 2019	102-500731	Contracts for Prog Svc	90080080	\$435,217	\$0	\$435,217
SFY 2020	102-500731	Contracts for Prog Svc	90080080	\$446,542	\$97,000	\$543,542
SFY 2021	102-500731	Contracts for Prog Svc	90080080	\$0	\$543,542	\$543,542
SFY 2022	102-500731	Contracts for Prog Svc	90080080	\$0	\$543,542	\$543,542
			<i>Sub Total</i>	\$1,328,301	\$1,184,084	\$2,512,385

05-95-90-902010-33970000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, CANCER REGISTRY

100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2018	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
SFY 2019	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
SFY 2020	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
SFY 2021	601-500931	State Fund Match	90056005	\$0	\$150,000	\$150,000
SFY 2022	601-500931	State Fund Match	90056005	\$0	\$150,000	\$150,000
			<i>Sub Total</i>	\$450,000	\$300,000	\$750,000

05-95-90-901010-80110000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, PREVENTIVE HEALTH BLOCK GRANT

100% Federal Funds CDC Preventative Health and Health Service Block Grant (PHSBG)

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$0	\$69,611
SFY 2019	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$0	\$69,611
SFY 2020	102-500731	Contracts for Prog Svc	90001037	\$69,611	\$0	\$69,611
SFY 2021	102-500731	Contracts for Prog Svc	90001037	\$0	\$69,611	\$69,611
SFY 2022	102-500731	Contracts for Prog Svc	90001037	\$0	\$69,611	\$69,611
			<i>Sub Total</i>	\$208,833	\$139,222	\$348,055

05-95-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH & COMMUNITY SERVICES, COMPREHENSIVE CANCER

100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2019	102-500731	Contracts for Prog Svc	90080080	\$11,325	\$19,000	\$30,325
			<i>Sub Total</i>	\$11,325	\$19,000	\$30,325
			TOTAL:	\$2,523,240	\$1,642,306	\$4,165,546



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

April 26, 2018

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a retroactive, sole source contract amendment with Trustees of Dartmouth College (Vendor #177157-B013), as described below and referenced as DoIT No. 2016-081B.

This is a retroactive, sole source contract amendment with the Trustees of Dartmouth College to continue to operate an incidence-based statewide cancer registry system in New Hampshire as required by RSA 141-B and for the use of a data entry clerk to combine data on cancer diagnosis with initial treatment data.

This amendment will increase the contract price by \$1,642,306 from \$2,523,240 to \$4,165,546 and extend the contract end date from June 30, 2020 to June 30, 2022 retroactive to April 1, 2019 effective upon Governor and Executive Council approval.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck
DoIT No. 2016-081B

cc: Bruce Smith

**New Hampshire Department of Health and Human Services
Cancer Registry Operations**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Cancer Registry Operations Contract**

This 2nd Amendment to the Cancer Registry Operations contract (hereinafter referred to as "Amendment #2") dated this 13th day of December, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Trustees of Dartmouth College, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 11 Rope Ferry Road #6210, Hanover, NH 03755.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016, Item #21, as amended on June 6, 2018, Item #13, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,165,546.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #2.
6. Delete Exhibit B – Amendment #1, Method and Conditions Precedent to Payment, Section 2 and replace with the following:
 2. This Agreement is funded with general funds and federal funds as follows: 73% Federal Funds from US Centers for Disease Control & Prevention, NH Comprehensive Cancer Control Program & Cancer Registry Programs, CFDA #93.898, Federal Award Identification Number (FAIN)#NU58DP006298, and 9% Federal Funds from Centers for Disease Control and Prevention, Preventative Health and Health Services Block Grant, CFDA #93.991, FAIN# NB01OT009205 and 18% General Funds.

**New Hampshire Department of Health and Human Services
Cancer Registry Operations**



-
7. Delete Exhibit B-4, Amendment #1, and replace with Exhibit B-4, Amendment #2.
 8. Delete Exhibit B-5, Amendment #1, and replace with Exhibit B-5, Amendment #2.
 9. Add Exhibit B-6, Amendment #2.
 10. Add Exhibit B-7, Amendment #2.
 11. Add Exhibit K, DHHS Information Security Requirements.

The rest of this page left intentionally blank.

New Hampshire Department of Health and Human Services
Cancer Registry Operations



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/17/19
Date

Lisa Morris
Name: LISA MORRIS
Title: DPHS DIRECTOR

Trustees of Dartmouth College

4/16/19
Date

Jill M. Mortal
Name: Jill M. Mortal, Director
Title: Office of Sponsored Projects

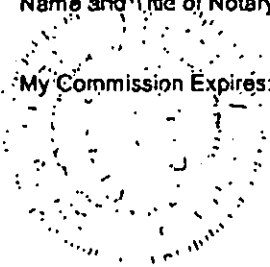
Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on 4/16/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Heather A. Arnold
Signature of Notary Public or Justice of the Peace
HEATHER A. ARNOLD, Notary Public
My Commission Expires August 24, 2021

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____



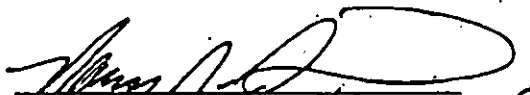
New Hampshire Department of Health and Human Services
Cancer Registry Operations



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

OFFICE OF THE ATTORNEY GENERAL

4/10/2019
Date


Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. All services to be performed under this contract shall be in accordance with New Hampshire Department of Health and Human Services (DHHS), New Hampshire law RSA 141-B, New Hampshire Administrative rules He-P 304, United States Public Law 102-515, and Centers for Disease Control and Prevention (CDC), National Program of Cancer Registries (NPCR) and North American Association of Central Cancer Registries (NAACCR) standards and guidelines.

2. Required Activities

- 2.1. The Contractor shall present for discussion and proposed modifications, a Work Plan, due within 30 days of the contract effective date. The timeline and work plan shall meet all due dates for deliverables noted in the Deliverables and Key Performance Indicators set forth in Section 14 of this document.
- 2.2. The Contractor shall have all fully qualified staff assigned in support of the New Hampshire State Cancer Registry (NHSCR) contract within 30 days of the contract effective date.
- 2.3. The Contractor shall maintain the NHSCR database from a physical location within a seventy-five (75) mile radius of the DHHS, located in Concord. The rationale for this requirement is that the DHHS provides technical and administrative oversight of the NHSCR operations, which includes on-site visits to the NHSCR contractor. In addition, appropriate contractor personnel are required to attend regular meetings with DHHS staff as well as other meetings as necessary.
- 2.4. The Contractor shall allow full participation of the DHHS in the ongoing, onsite operations of contract activities including interacting directly with contractor staff, viewing abstract processing, participating in customizing registry software selecting edits, aspects of database management, system security, and quality assurance that the DHHS deems necessary.
- 2.5. The Contractor shall provide DHHS with technical assistance and expertise on matters within the scope of work of the contract.



3. Cancer Registry Operation

- 3.1. The Contractor shall operate an incidence-based statewide cancer registry reporting system in accordance with RSA 141-B and Part He-P 304 of the New Hampshire Administrative Rules,
http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html.
- 3.2. The Contractor shall collect information and maintain an electronic database of all incident cancer cases occurring among the New Hampshire population according to the Administrative Rules.
- 3.3. The Contractor shall facilitate and encourage submission of reports for each incident case. Facilitate and encourage submission of reports for each incident case defined in RSA 141-B:7 (<http://www.gencourt.state.nh.us/rsa/html/X/141-B/141-B-mrg.htm>), all the data variables listed in administrative rule He-P 304.02 by "health facilities" within an expected time frame as listed in Administrative Rule He-P 304.01(e) and He-P 304.01(l) (http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html).
Facilitation and encouragement may include writing letters, calling by telephone and personal visits to health providers and/or health facility administrators or supervisors. ("Health Facilities" shall be defined according to the Administrative Rules.)
- 3.4. The Contractor shall inform DHHS of facilities that remain out of compliance with reporting requirements despite Contractor notification in the following situations:
 - 3.4.1. Denial or lack of access to pathology reports or medical records;
 - 3.4.2. Lack of submission of reports within one month or expected date; and
 - 3.4.3. Lack of response to letter or other formal inquiry within one month.
- 3.5. The Contractor shall adhere to Timetable of Data Deliverables:
 - 3.5.1. The NHSCR data shall meet the following five (5) data quality criteria (National Data Quality Standard (formally known as the 24-Month Standard)):
 - 3.5.1.1. Data are ninety-five percent (95%) complete based on observed-to-expected cases as computed by CDC.
 - 3.5.1.2. There are three percent (3%) or fewer death-certificate-only cases.
 - 3.5.1.3. There is a one (1) per one thousand (1,000), or fewer,



unresolved duplicate rate.

3.5.1.4. The maximum percent missing for critical data elements are:

3.5.1.4.1. Two percent (2%) age.

3.5.1.4.2. Two percent (2%) sex.

3.5.1.4.3. Three percent (3%) race.

3.5.1.4.4. Two percent (2%) county.

3.5.1.5. Ninety-nine percent (99%) pass a CDC-prescribed set of standard edits.

3.5.2. The NHSCR data shall meet the following data quality criteria [Advanced National Data Quality Standards (formally known as the 12-Month Standard)]:

3.5.2.1. Data are ninety percent (90%) complete based on observed-to-expected cases as computed by CDC.

3.5.2.2. There is a two (2) per one thousand (1,000) or fewer unresolved duplicate rate.

3.5.2.3. The maximum percent missing for critical data elements are:

3.5.2.3.1. Three percent (3%) age.

3.5.2.3.2. Three percent (3%) sex.

3.5.2.3.3. Five percent (5%) race.

3.5.2.3.4. Three percent (3%) county.

3.5.2.4. Ninety-seven percent (97%) pass a CDC-prescribed set of standard edits.

4. Case Ascertainment Activities

4.1. The Contractor shall establish and implement case reporting from any new or existing free-standing radiation oncology facility in the state.

4.2. The Contractor shall establish and implement case reporting from any new or existing free-standing medical oncology facility in the state.

4.3. The Contractor shall establish and implement case reporting from any new or existing free-standing surgical oncology facility in the state.

4.4. The Contractor shall increase cancer surveillance activities by merging treatment data for high incidence NH cases where treatment occurred in another state by adding it to the NHSCR data to be used for research or public health activities that examine the appropriateness of cancer treatments.

4.5. The Contractor shall establish and implement electronic case finding from hospital or private pathology labs and from out-of-state pathology

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laboratories.

- 4.6. The Contractor shall perform death clearance at least annually. Death clearance should be performed by matching records in the NHSCR with New Hampshire mortality data provided by the DHHS and with National Death Index, to determine the level of the NHSCR's record completeness for in-state and out-of-state deaths to New Hampshire residents where cancer is identified as a cause of death.
- 4.7. For in-state deaths, the Contractor shall make a determination as to the cause of and appropriate correction for cancer incidents not reported to the NHSCR. This should include contacting the certifier of the death for case follow back as necessary. For deaths of individuals in NHSCR database, the contractor shall electronically update the Vital Status, date of death and cause of death for matching cases.
- 4.8. The Contractor shall operate query systems that cross checks definitive reports, rapid reports, and non-reportable data sources using data linkage processes to ensure maximum case ascertainment.
- 4.9. The Contractor shall create or update the NHSCR operations manual within 30 days of the contract effective date. This manual on NHSCR procedures is for potential distribution to all reporting health providers and health facilities. The manual will provide documentation of the objectives, implementation and operation of the registry. All the contractor staff of the Cancer Registry Operations and DHHS shall be provided with a copy of the manual. This manual shall contain, at a minimum:
 - 4.9.1. Most current reporting laws/regulations;
 - 4.9.2. List of reportable diagnoses;
 - 4.9.3. List of required data items.
 - 4.9.4. Procedures for data processing operations including:
 - 4.9.4.1. Procedures for monitoring timeliness of reporting;
 - 4.9.4.2. Procedures for receipt of data;
 - 4.9.4.3. Procedures for database management including a description of the Registry Operating System (software);
 - 4.9.4.4. Procedures for conducting death certificate clearance;
 - 4.9.4.5. Procedures for implementing and maintaining the quality assurance/control program:
 - 4.9.4.5.1. Conducting follow-back to reporting facilities on quality issues. These procedures include rules for identifying



- when action or further investigation is needed;
- 4.9.4.5.2. Conducting record consolidation;
 - 4.9.4.5.3. Maintaining detailed documentation of all quality assurance operations;
 - 4.9.4.5.4. Procedures for education and training.
- 4.9.5. Procedures for conducting data exchange including a list of states with which case-sharing agreements are in place;
 - 4.9.6. Procedures for conducting data linkages.
 - 4.9.7. Procedures insuring confidentiality and data security including disaster planning;
 - 4.9.8. Procedures for data release including access to and disclosure of information; and
 - 4.9.9. Procedures for maintaining and updating the operational manual.
- 4.10. The Contractor shall revise the NHSCR operations manual when any changes are made to policies and procedures relating to the NHSCR activities based on contractor need or as requested by the DHHS. The contractor will submit the changes to the DHHS, who will review and seek revision or approve within 30 days.
 - 4.11. The Contractor shall review and update existing documents for reporting facilities, including, but not limited to letters, user application forms, reporting requirement document, and Webplus user guides, within 30 days of the contract effective date.
 - 4.12. The Contractor shall determine needed updates in consultation with the DHHS. When updates are needed, develop updated material, obtain approval of the DHHS, and provide to reporting facilities and post them on web for easier access.
 - 4.13. Through site visits to New Hampshire hospitals conducted as needed, the Contractor shall review discharge, laboratory and pathology reports as well as medical charts to ensure the completeness of case reporting and accuracy for completion.
 - 4.14. The Contractor shall update quality control efforts inclusive of capacity to participate in the CDC-sponsored Data Quality Evaluations (DQEs) and central registry sponsored audits of reporters as per NPCR Program Standards including, but not limited to:
 - 4.14.1. Preparing for the DQE and responding to its findings with procedural changes;
 - 4.14.2. Conducting recoding audits focusing on the new North American

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- Association of Central Cancer Registries (NAACCR) 18 variables;
- 4.14.3. Completing unfinished merging of treatment data from out-of-state sources to improve data quality;
 - 4.14.4. Obtaining data and reports, and providing feedback related to the DQE including, but not limited to:
 - 4.14.4.1. De-identifying any data that needs to be sent to the auditor;
 - 4.14.4.2. Transmitting the data;
 - 4.14.4.3. Responding to questions on the data and any additional requests from the auditor;
 - 4.14.4.4. Reviewing the preliminary DQE report and providing feedback;
 - 4.14.4.5. Participating in the final DQE feedback meeting; and
 - 4.14.4.6. Utilizing DQE feedback to amend procedures to optimize data quality.
 - 4.15. The Contractor shall implement changes to the data release process that will facilitate NAACCR's Virtual Pooled Registry (VPR) linkage projects including, but not limited to:
 - 4.15.1. Reviewing and accepting the VPR template and proposed procedures for the central data release application form;
 - 4.15.2. Amending NH's data release procedures so that the Department (NH DHHS) participates in the central approval process;
 - 4.15.3. Comparing the documents used by NH and those proposed by NAACCR as the coordinating body for the VPR Cancer Linkage System;
 - 4.15.4. Collaborating with the New Hampshire DHHS legal department to approve the common process.

5. Information Technology Activities

- 5.1. The Contractor shall establish operations within 30 days of the contract start date. This shall include, but not be limited to system set-up, testing, and deployment, as well as business operations to support the State's requirements defined in Exhibit A-1, Additional Cancer Data Registry Technical Requirements.
- 5.2. Within 30 days of the contract start date, the Contractor shall provide and set up necessary computer hardware, including servers and computers for the NHSCR contractor staff, necessary to maintain the NHSCR database. All hardware and software shall be compatible with NPCR requirements.
- 5.3. Within 30 days of the contract start date, the Contractor shall provide

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- connectivity for all reporting facilities to transmit data to the NHCSR.
- 5.4. The Contractor shall maintain secure web access to the NHSCR seven days per week for Web Plus on-line data entry and data file uploading.
 - 5.5. Within 30 days of the contract start date, the Contractor shall install and utilize the current automated data management system, consistent with national standards and populated with NHSCR data. (DHHS maintains the discretion to utilize any kind of data management system. There shall be no modifications or upgrades to the software without the approval of the DHHS.)
 - 5.6. The Contractor shall train staff in operation of software systems.
 - 5.7. The Contractor shall update all the components of the software, as required and shall participate in the relevant CDC software users group.
 - 5.8. Within 30 days of the contract execution, the Contractor shall discuss with DHHS the feasibility of implementing a WebPlus User's Agreement, the language of such an agreement, and the protocol for phasing it into use. Implement protocol specified by the program team during a mutually agreed timeframe to restrict reporting via Web Plus data entry or file upload to those reporters who have submitted signed agreements to become Web Plus users.
 - 5.9. Within 30 days of the contract start date, the Contractor shall develop and implement procedures for the electronic submission and processing of laboratory pathology and cytology reports utilizing NAACCR standards.
 - 5.10. Within 30 days of the contract start date, the Contractor shall maintain a computerized log of facilities and personnel who report data to NHSCR (in excel or access or any other system) which includes at minimum; facility ID, name and demographic information; names and contact information of personnel (reporters and supervisors), and log of prior facility contacts.
 - 5.11. Within 30 days of the contract start date, the Contractor shall obtain from the prior NHSCR reports of technical assistance between NHSCR and reporters. Maintain these files or modify or upgrade them with approval of the DHHS.
 - 5.12. Within 30 days of the contract start date, the Contractor shall maintain a computerized log of all abstracts received from each reporting facility that includes facility ID, number of abstracts received, date received, format of data received and NAACCR version if electronic submission.
 - 5.13. Within 30 days of the contract start date, the Contractor shall obtain from the prior NHSCR vendor copies of hard copy logs and electronic logs of abstracts submitted to NHSCR and shall maintain these files or modify or upgrade them with the approval of DHHS. The DHHS will provide

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necessary contact information and facilitate this transfer.

- 5.14. The Contractor shall upgrade or replace user software and or hardware and make necessary changes to customize software because of advancing technology and or modifications required by DHHS, NPCR or NAACCR standards. Make further upgrade(s) or replacements(s) during the life of this contract, at an additional negotiated price, if so requested by DHHS and subject to all necessary state approvals.
- 5.15. Within 30 days of the contract start date, the Contractor shall provide means for DHHS staff approved by DHHS to periodically receive data from NHSCR, while maintaining data security.
- 5.16. The Contractor shall develop and implement procedures for granting access to data to approved NHSCR staff.

6. Database Management Activities

- 6.1. The Contractor shall develop and implement procedures for the timely and accurate consolidation of cancer reports, within 30 days of the contract effective date.
- 6.2. The Contractor shall consolidate tumor records and treatment information in accordance with standards set forth by NPCR, NAACCR or the SEER.
- 6.3. The Contractor shall perform routine, standard edit checks on all reports received in accordance with NPCR and NAACCR standards. The contractor shall be responsible for the accuracy of the data it codes, edits and consolidates and for maintaining the integrity of the data from year to year. At a minimum, the editing and review of data would include:
 - 6.3.1. Routine visual review of abstracts and error reports;
 - 6.3.2. Installation and use of the most recent standard edit set metafiles as chosen by the DHHS and the Contractor;
 - 6.3.3. Detection of errors during editing, documentation of errors found and corrections of errors detected;
 - 6.3.4. Detection and consolidation of multiple abstracts tumor records) received during the contract that match cases reviewed in current or prior years;
 - 6.3.5. Detection and removal of duplicate consolidated cases (that is two or more consolidated records for the same tumor in an individual);
 - 6.3.6. Describe strategy for the routine, continual detection and removal of the duplicates from the NHSCR database -even after current accession year has closed.
- 6.4. The Contractor shall assure that the individual case records in the NHSCR automated database are computer-edited for duplicate records, invalid coding, improbable values, and inconsistencies prior to statistical

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processing and data compilation for analytical purposes. Areas to be edited include, but are not limited to:

- 6.4.1. Data Range Checks;
- 6.4.2. Geographic Coding Assignment;
- 6.4.3. Duplicate Record Checks;
- 6.4.4. Invalid values
- 6.4.5. Relational items as follows:
 - 6.4.5.1. City at diagnosis field must only have values that exactly match legitimate New Hampshire City, town, or village names in list supplied by DHHS.
 - 6.4.5.2. City at diagnosis, the code for county and state of diagnosis must always agree and where city at diagnosis exists, a code for county at diagnosis must be provided.
 - 6.4.5.3. Vital status and cause of death fields must agree and cause of death must be a valid ICD-10 cause of death code or one of the special NAACCR codes.
 - 6.4.5.4. Records should be checked to make sure that the physician's name is correctly entered into first and last name fields.
 - 6.4.5.5. Records should be checked to compare sex of patient and the first name of the patient as a guide for determining correct entry of the record.
 - 6.4.5.6. No logical conflicts shall exist between all the treatment diagnosis fields and the related reason for no treatment fields.
 - 6.4.5.7. Apply applicable NPCR and NAACCR Central Registry edits to data fields.
- 6.5. The Contractor shall geocode all cancer reports of New Hampshire residents for address and census tract, for a given year and accurately incorporate new and revised coding into NHSCR database.

7. Penetration Internal Security Testing

- 7.1. The State will perform Penetration Testing of the Internal Security of the Contractor's IT system as defined in the Exhibit A-1 Additional Cancer Data Registry Technical Requirements.
- 7.2. The State and Contractor shall determine a mutually agreed upon date for the Penetration Testing and perform the testing within 90-days of the effective date of the Contract.
- 7.3. The Contractor shall work with the State to negotiate a mutually agreeable

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remediation plan within 180-days of the Contract effective date.

- 7.4. The Contractor shall, as a part of the remediation plan process, fully assess all vulnerabilities identified in the penetration test results. The contractor will acknowledge and accept all vulnerabilities and findings of the penetration test and develop an assessment report that describes, for each vulnerability identified, the root cause, the risk level to the Department, the potential adverse impact to the Department, the level of effort required to remediate in man hours, the resource type or skillset required to remediate, and the cost to remediate. The contractor shall remediate all high risk findings as identified by the Department except where the remediation cost to the Contractor is unacceptable, in which case, the Contractor will work with the Department in good faith to identify appropriate means, alternatives, and or compensating controls to address the vulnerabilities identified.

8. Information and System Security Policies and Procedures

- 8.1. The Contractor shall maintain the confidentiality and integrity of information in accordance with the Health Insurance Portability and Accountability Act, Public Law 104-191 (<https://aspe.hhs.gov/report/health-insurance-portability-and-accountability-act-1996>) and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 (<http://www.hipaasurvivalguide.com/hipaa-regulations/hipaa-regulations.php>) and those parts of the HITECH Act as applicable (<http://www.hipaasurvivalguide.com/hitech-act-summary.php>). The contractor shall also maintain and protect the confidentiality of the database and information obtained and maintained during this contract in accordance to NH RSA 141-B (<http://www.gencourt.state.nh.us/rfa/html/X/141-B/141-B-mrg.htm>) and NH Administrative Rules He-P 304 (http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html) and shall acknowledge agreement with the Data Use Policy of the DHHS, which views NHSCR database as DHHS-owned database, with data release subject to restrictions and conditions.
- 8.2. The Contractor shall preserve the confidentiality, integrity, and accessibility of State of New Hampshire data with administrative, technical and physical information security controls and measures that conform to all application, federal, state, and industry standards, such as NIST 800-53v4; which the Contractor applies to its own information processing environment, and ensures the same is applied to any other subcontractor(s) information processing environments utilized to process or store State of New Hampshire protected data.
- 8.3. The Contractor shall maintain the security of the system environment in accordance with the requirements of the Cancer Data Registry Technical Requirements in Appendix F, the United States Commerce Department's

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National Institute of Standards and Technology (NIST) Special Publication 800-53 and the Open Web Application Security Project (OWASP).

- 8.4. The Contractor shall maintain a system security and integrity manual which includes plans, procedures and protocols for ensuring that the contractor's NHSCR system will be properly secured, maintained and updated throughout the contract term.
- 8.5. Within 14 days after initial contract start date, the Contractor shall implement a series of internal procedures to ensure that:
- 8.5.1. Access to automated information is restricted to authorized persons, on a needed basis, and control is maintained over all the documents that contain sensitive information to ensure that these documents are available only to authorized persons.
 - 8.5.2. Implement full security measures to ensure the security and quality of all the elements in the NHSCR database through procedures that shall include the following:
 - 8.5.2.1. Ensure that equipment is protected from theft and accidental or deliberate damage or misuse.
 - 8.5.2.2. Ensure that once computer programs and data sets are completed and in routine use, they are protected against tampering. Carefully control access to and maintenance of computer programs and NHSCR database.
 - 8.5.2.3. Ensure that copies of original data submitted are maintained and never altered.
 - 8.5.2.4. Ensure that data are protected against inadvertent or deliberate destruction, modification, or dissemination.
 - 8.5.2.5. Ensure procedures for backup, archiving, and disaster recovery for computer programs and NHSCR database.
 - 8.5.2.6. Ensure that passwords are changed, access denied and other security procedures are in place to protect against ongoing access and sabotage when staff resign, are terminated, or no longer assigned to NHSCR contract.
- 8.6. The Contractor shall maintain the security and integrity of the NHSCR data. Re-process data at no additional cost to DHHS in accordance with DHHS instructions if the DHHS or contractor finds that contractor has corrupted, altered, tampered with, or improperly coded/processed any data sets during the duration of the Contract.
- 8.7. The Contractor shall immediately report to DHHS all errors or anomalies in the NHSCR data which could reasonably believe to suggest that security or integrity of the NHSCR or its data may be compromised. The results of any analysis shall be reported to the DHHS and, in addition, the steps it has

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taken or intends to take to ensure security and integrity of the NHSCR and its data.

- 8.8. The Contractor shall implement appropriate policies, procedures and protocols to identify active breaches or threatened breaches of the NHSCR security integrity.
- 8.9. The Contractor shall report to DHHS any suspected breach to the NHSCR data in accordance with Table 1 - Cancer Data Registry Technical Requirements, A,-7.

9. Training and Education

- 9.1. The Contractor shall provide consultation, technical assistance, and training to assure accurate, timely and complete data from reporters (registrars, medical record personnel, providers and abstractors) at reporting facilities.
- 9.2. The Contractor shall provide technical assistance by phone or in person to individual reporting facilities and providers during normal weekday business hours; response time for telephone consultation shall be no longer than one working day after request is received or for onsite consultation, no longer than 10 working days.
- 9.3. The Contractor shall assess the training needs of various reporting facilities; develop written guidance, policies and procedures for reporting facilities; and provide technical assistance and training for reporting facilities
- 9.4. Annually, the Contractor shall convene state cancer registrars meeting to include educational and technical sessions to cancer registrars of New Hampshire hospitals to foster compliance with reporting requirements as developed by the DHHS.
- 9.5. The Contractor shall provide twice annually, web-based training and education sessions to cancer registrars of New Hampshire hospitals on topics identified by the contractor in consultation with DHHS that will help improve cancer reporting. These may include instruction on proper cancer coding; use of edit sets; new software etc.
- 9.6. The Contractor shall send one (1) staff member to attend the North American Association of Cancer Registries (NAACR) Conference in order to increase its capacity for collecting and utilizing cancer-related data by increasing staff knowledge.

10. Quality Control and Assurance (QA/QC) Activities

- 10.1. The Contractor shall perform quality assurance and control activities to assure appropriate data coding, consolidation and documentation, and assure complete case ascertainment and high quality data from all reporting sources in accordance with NH rules and regulations, NAACCR, and NPCR

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standards.

- 10.2. The Contractor shall implement, within 30 days of the contract effective date, a QA/QC implementation plan (including timeline) which at minimum includes the following activities and routine operations:
 - 10.2.1. Assignment of qualified individuals to perform QA/QC activities.
 - 10.2.2. A routine schedule for edits and internal management reports.
 - 10.2.3. A routine schedule for internal audits for QA/QC and data security and provision of these reports to DHHS. The plan shall include written procedures for the internal monitoring of quality assurance procedures and written procedures /steps implemented if quality control goals are not met.
 - 10.2.4. Procedures for documenting edits/changes made to data during processing.
 - 10.2.5. Routine training, assessment and professional development of the contractors' staff.
- 10.3. The Contractor shall perform case finding activities utilizing traditional and non-traditional sources to assure timeliness and completeness of cancer reporting.
- 10.4. By October 31st of each year, The Contractor shall obtain from each reporting hospital "diagnostic index" for case finding at all hospital reporting facilities. A diagnostic index is a detailed patient listing of all discharges meeting certain definitions in medical records coding. Encourage facilities to submit electronic diagnostic indices.
- 10.5. By October 31st of each year, the Contractor shall complete Death Clearance.
- 10.6. For each hospital, as resources allow, the key variables specified by NAACCR and NPCR will be selected for visual editing of 25 cases at least every five (5) years for experienced registrars, but up to 100 annually for less experienced registrars or registrars who have not achieved an error rate of <2%. If, after review and discussion with the hospital registrar, the error rate identified in total from these fields is greater than 2%, then the NHSCR will continue to visually edit cases from that hospital and will work with the hospital registrar to improve abstracting.
- 10.7. The Contractor shall ensure that cleanliness of the database is, at a minimum, in accordance with accepted NAACCR standards. A 2% error rate threshold shall be the guide for visual editing of hospital registry accuracy.

11. Reporting Activities

- 11.1. The Contractor shall produce quarterly timeliness and completeness

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- reports by hospital to monitor case reporting activities. Supply aggregate timeliness and completeness reports to DHHS on a quarterly basis, stating which hospitals are delinquent in their reporting and the steps taken to improve reporting from delinquent hospitals.
- 11.2. The Contractor shall provide DHHS with a commentary relating to the annual reports provided by NPCR and NAACCR. Contingent upon receipt of complete death certificate data from New Hampshire Vital Records provide an annual report monitoring completeness estimating the percent of cases with histological verification (HV%). Submit a report to DHHS upon completion of the contract period or reasonable amount of time when the NAACCR and NPCR reports are available.
 - 11.3. The Contractor shall prepare and submit to DHHS staff a semi-annual review of contract progress by January 15 of the contract period. Provide an update of progress on all contract items through the routine semi-annual NHSCR progress report or work plan.
 - 11.4. The Contractor shall cooperate with any audit of NHSCR for data quality by NPCR or NPCR designated contractor. Submit to DHHS a summary of this audit upon completion.
 - 11.5. The Contractor shall provide, by December 31 of each year of the contract, a finalized data set that has undergone complete QA/QC process. The extract of the data would cover from January 1, 1995 to date.
 - 11.6. The Contractor shall provide DHHS an extract of the complete NHSCR database from Jan 1, 1995 to date upon request.
 - 11.7. Upon approval from the DHHS, the Contractor shall submit finalized datasets to NAACCR and to NPCR as specified by the NAACCR and NPCR standards and Call for Data requirements. Submit copies of each of these submissions to DHHS.
 - 11.8. The Contractor shall provide cancer case data to and receive data from states with which DHHS has a data exchange agreement, in accordance with the terms of the exchange agreement. The data shall be submitted using the agreed upon NAACCR format and will have been edited to the best extent possible. The DHHS currently has exchange agreements with 7 states and additional agreements may be executed by the DHHS during the life of this contract and shall be accommodated by the contractor.
 - 11.9. Upon approval of the DHHS, the Contractor shall provide selected health researchers, with electronic copies of NHSCR data for certain specific data elements requested and cleared by DHHS.
 - 11.10. Upon approval from the DHHS, the Contractor shall provide data to the Vermont Breast and Cervical Program for breast and cervical cancer cases among Vermont residents diagnosed in New Hampshire in accordance with

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the program's approved application for data release by DHHS.

- 11.11. Upon approval from the DHHS, the Contractor shall provide colorectal cancer case data to the NH Colorectal Cancer Screening Program in accordance with the program's approved application for data release by DHHS.
- 11.12. Upon approval from the DHHS, the Contractor shall provide breast cancer case data to the NH Mammography Network in accordance with the program's approved application for data release by DHHS; receive cancer case data from the NH Mammography Network.
- 11.13. The Contractor shall direct any requests for data or analysis of NHSCR data from researchers, the media or general public to the DHHS within 3 working days of receipt of the request.

12. Other Programmatic Activity

- 12.1. The Contractor shall make available key personnel to meet with appropriate DHHS personnel, as requested, to discuss policies and procedures, ongoing activities, contract deliverables, performance measures, review contract performance and transition to new contractor, etc.
- 12.2. The Contractor may include travel funds for appropriate staff to attend the National Cancer Registrars Association (NCRA) and NAACCR meetings annually for staff development.
- 12.3. The Contractor shall convene annually the New Hampshire State Cancer Registry Advisory Panel to assist in building consensus, cooperation, and planning for the registry and to enhance chronic disease program coordination and collaboration. Representation should include key organizations and individuals both within (e.g. representatives from all cancer prevention and control components and chronic disease program) and outside the program (e.g. hospital cancer registrars, the American Cancer Society, American College of Surgeons liaison, clinical-laboratory personnel, pathologists, and clinicians).
- 12.4. The Contractor shall participate as an active member when needed in New Hampshire Comprehensive Cancer Collaboration.
- 12.5. The Contractor shall participate as an active member with DHHS to collaborate in applying for grants that DHHS is interested in, regardless of who receives the actual funding. Both DHHS and contractor agree to consider the others' expenses and needs for operation and program growth when applying for grants and distribution of financial resources when funding is received.
- 12.6. The Contractor shall provide ad-hoc services related to cancer epidemiology. Working with DHHS staff at DHHS offices, the time spent may be up to twelve (12) hours per week on such tasks, as long as suitably

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qualified staff is available. These tasks will be mutually agreed upon by the contractor and the DHHS, and supervised by the DHHS staff. Tasks associated with these services may include:

- 12.6.1. Assist in the preparation of data and narrative for the annual cancer report for New Hampshire.
- 12.6.2. Assist in the investigation of cancer clusters and response to concerns about the occurrence of cancer clusters in New Hampshire.
- 12.6.3. Assist with the preparation of manuscripts for publication and develop preparatory materials for professional meetings based on the DHHS needs.
- 12.6.4. Provide Institutional Review Board (IRB review) for the DHHS cancer registry section (i.e. Cancer cluster investigations).
- 12.6.5. Enter into agreements with other organizations as needed for processing data according to the NPCR standards, for example, with the National Death Index to obtain death data, and with the Veterans Administration (VA) to obtain VA cancer data.

13. Centers for Disease Control and Prevention (CDC) Cooperative Agreement Activities

- 13.1. The Contractor shall assist in drafting goals and program objectives, progress reports and NHSCR budgets as requested by DHHS for the purposes of the New Hampshire's application for the CDC Continuing Cooperative Agreement for Enhancement of State Cancer Registries which includes, but is not limited to:
 - 13.1.1. Providing all contractor-specific documentation and assurances necessary for the application.
 - 13.1.2. Agreeing that the application for the CDC Cooperative Agreement will be submitted for and all funding will be awarded to the DHHS.
 - 13.1.3. Identifying contractor contributions to the NHSCR effort, not state general funds or federal funds that would be applied to a direct or in-kind match that may be required for application for the CDC cooperative agreement.
 - 13.1.4. Informing DHHS within one (1) working day of any cooperative agreement related inquiries by CDC project or grants management staff.
 - 13.1.5. Representing the NHSCR on the NPCR and NAACCR- task force, users group and or committees to learn recent updates, issues and share NH experiences with all other states and will keep DHHS fully informed of all such activities.
- 13.2. Where appropriate, NHSCR will communicate directly with NPCR and

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NAACCR on technical matters of cancer surveillance, standards and submissions to NPCR and NAACCR and will keep DHHS fully informed of all such activities.

14. Transition Activities

- 14.1. If Contractor is not able to fulfill the terms of this contract and solicitation of a new vendor is necessary, the Contractor shall assist with the transition to a new vendor. Within two (2) months of the end of the contract term, the Contractor shall:
- 14.1.1. Provide the new vendor with a copy of the latest version of the NHSCR database; the reporters' database; preregistration log; and the original copies of all the backups of the database.
 - 14.1.2. Write up procedures used to purge all NHSCR data from vendor's hardware and send the procedures to DHHS for review and approval. After approval of the procedures by the DHHS, purge all NHSCR data from the hardware of vendor.
 - 14.1.3. Train up to four (4) people employed by the new vendor, by means of a reasonable exchange of information on administration of the NHSCR database, including an overview of reporters and data exchange processes with other states. The training is anticipated to involve at least the vendor's database manager and Quality Assurance supervisor for approximately two days.
 - 14.1.4. Provide the DHHS with any: hard copy of abstracts and pathology reports submitted by reporting facilities; electronic diskettes; and all documentation of interaction with reporting facilities.
 - 14.1.5. Provide DHHS with a hard and electronic copy of the latest version of the operation manual; system security and integrity manual; and all other materials developed for the work process of NHSCR during the contract process.
 - 14.1.6. Close the web access for reporting facilities so that facilities can no longer upload data of NHSCR data to the incumbent vendor.

15. Deliverables and Key Performance Indicators

- 15.1. The Contractor shall ensure that following performance indicators in Table 1 are annually achieved and monitored monthly to measure the effectiveness of the agreement.
- 15.1.1. All date references in Table 1 shall be used for this contract unless otherwise specifically noted in the main body of this contract.
 - 15.1.2. All time periods are calendar days and not business days unless otherwise specifically noted in the main body of this contract.

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15.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any deliverable and/or performance.

Table 1

Description of Key Variables	Section Number	Initial Term
Work Plan	2.1	30 days
Fully Qualified Staff	2.2	30 days
Allow DHHS Participation	2.4	Ongoing
Case Reporting	3, 4.1-4.3, 4.14.4, 11.1	Ongoing
Create/Update operation manual	4.9	30 days & ongoing
IT infrastructure/Webserver	5.5-5.8	30 Days
Install Registry Software and prior data	5.9 - 5.10	30 days
Processes for laboratory and pathology reports	4 - 5	30 days
Reporters database	5.12	30 days
Registration log	5.13	30 days
Upgrade/Replace software	5.14	ongoing
DHHS data access	5.12- 5.13	30 days & as needed
Procedures for Consolidation of cases and reports	6.1	30 days
Run edit checks	6.3	Ongoing
Geocoding	6.4.2	Ongoing
System security and policies and procedures	9.1, 9.2, 9.5	14-60 days
Responsibility for consultation/assessment	8.1-8.2	Ongoing
QA/QC Plan	10.2	30 Days
Case Finding and Diagnostic Indices	10.4	October 31 of each year
Death Clearance	10.5	October 31 of each year
Quarterly Facility Reports	11.1	Once in 4 months
Histological Verification Report	11.2	Yearly
Semi Annual progress Report	11.3	January 15 & August 15 of each year
Final Incidence dataset	11.5	January 30 of each year
Extract of Incidence dataset	11.6	Ongoing
NPCR and NAACCR Annual Report	11.7	Yearly
Submit data to NPCR	11.7	November 30 of each year
Submit data to NAACCR	11.7	November 30 of each year
Interstate Data Exchange	11.8	Ongoing
Release of Data to researchers	11.9	Ongoing
Patient Centered Outcomes data	11	With Final Incidence dataset in 2016 and 2017 only, subject to funding
Attend Meetings	12.2	Ongoing
CDC Cooperative Agreement Activities	13	Ongoing
Transition Activities	14	2 months

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Exhibit B-4, Amendment #2

New Hampshire Department of Health and Human Services

Budget/Program Name: Trustees of Dartmouth College
 Budget Request for: Center Registry Operations
 Budget Period: July 1, 2010 to June 30, 2010 (27713)

Line Item	Total Program Cost			Center Registry Match			Funded by DHH (separate items)		
	Level Incremental	Initial Fund	Total	Level Incremental	Initial Fund	Total	Level Incremental	Initial Fund	Total
1. Total	410,643.55	213,894.24	624,537.79	-	-	-	210,647.55	113,246.74	323,894.29
2. Personnel	114,747.77	11,717.61	126,465.38	-	-	-	114,747.77	11,717.61	126,465.38
3. Contract	8,400.00	840.00	9,240.00	-	-	-	8,400.00	840.00	9,240.00
4. Equipment	4,000.00	200.00	4,200.00	-	-	-	4,000.00	200.00	4,200.00
5. Travel	-	-	-	-	-	-	-	-	-
6. Rent and Maintenance	-	-	-	-	-	-	-	-	-
7. Program/Department	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-
9. Material	-	-	-	-	-	-	-	-	-
10. Other	1,000.00	500.00	1,500.00	-	-	-	1,000.00	500.00	1,500.00
11. Contingency	10,000.00	1,000.00	11,000.00	-	-	-	10,000.00	1,000.00	11,000.00
12. Current Expenses	-	-	-	-	-	-	-	-	-
13. Printing	4,000.00	200.00	4,200.00	-	-	-	4,000.00	200.00	4,200.00
14. Reproduction	-	-	-	-	-	-	-	-	-
15. Fuel and Oil	-	-	-	-	-	-	-	-	-
16. Office Supplies	-	-	-	-	-	-	-	-	-
17. Services	14,472.00	1,000.00	15,472.00	-	-	-	14,472.00	1,000.00	15,472.00
18. Marketing/Communications	-	-	-	-	-	-	-	-	-
19. Staff Education and Training	1,000.00	500.00	1,500.00	-	-	-	1,000.00	500.00	1,500.00
20. Office Information Systems	-	-	-	-	-	-	-	-	-
21. Other (Travel, Printing, Materials)	1,000.00	500.00	1,500.00	-	-	-	1,000.00	500.00	1,500.00
22. Reproduction of printed material, purchase	11,134.00	1,113.40	12,247.40	7,134.00	713.40	7,847.40	11,134.00	1,113.40	12,247.40
23. Purchase of goods or services	114,807.37	11,480.74	126,288.11	114,807.37	11,480.74	126,288.11	114,807.37	11,480.74	126,288.11
TOTAL	611,596.12	327,794.98	939,391.10	210,647.55	113,246.74	323,894.29	611,596.12	327,794.98	939,391.10

Increment As a Percent of Gross: 17.2%

Contractor's Initial: *Jmm*
 Date: 4/16/14

Exhibit B - 5, Amendment #2

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Trustees of Dartmouth College									
Budget Request for: Cancer Registry Operations									
Budget Period: July 1, 2018 to June 30, 2020 (SFY20)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DPHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 443,871.85	\$ 46,367.17	\$ 510,238.82	\$ -	\$ -	\$ -	\$ 443,871.85	\$ 46,367.17	\$ 510,238.82
2. Employee Benefits	\$ 176,195.23	\$ 17,619.52	\$ 193,814.75	\$ -	\$ -	\$ -	\$ 176,195.23	\$ 17,619.52	\$ 193,814.75
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
6. Travel	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30	\$ -	\$ -	\$ -	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 18,665.56	\$ 1,856.56	\$ 20,422.14	\$ -	\$ -	\$ -	\$ 18,665.56	\$ 1,856.56	\$ 20,422.14
10. Marketing/Communication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
12. Subcontracts/Agreements	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
13. Other (specific details must)	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 150.00	\$ 1,650.00
14. Register effort (hospital fee)	\$ 294,447.00	\$ 29,444.70	\$ 323,891.70	\$ 294,447.00	\$ 29,444.70	\$ 323,891.70	\$ -	\$ -	\$ -
15. Indirect cost (w/over, correct)	\$ -	\$ 189,875.03	\$ 189,875.03	\$ -	\$ 189,875.03	\$ 189,875.03	\$ -	\$ -	\$ -
TOTAL	\$ 891,212.46	\$ 289,197.28	\$ 1,180,409.73	\$ 596,447.00	\$ 119,819.73	\$ 716,266.73	\$ 891,212.46	\$ 69,377.65	\$ 960,590.11

Indirect As A Percent of Direct 27.1%

Contractor's Initial: *amm*
Date: *4/16/19*

Exhibit B - 6, Amendment #2

New Hampshire Department of Health and Human Services										
Bidder/Program Name: Trustees of Dartmouth College										
Budget Request for: Cancer Registry Operations										
Budget Period: July 1, 2020 to June 30, 2021 (SFY21)										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Total
1. Total Salary/Wages	\$ 463,871.63	\$ 46,387.17	\$ 510,258.82	\$ -	\$ -	\$ -	\$ 463,871.63	\$ 46,387.17	\$ 510,258.82	\$ 510,258.82
2. Employee Benefits	\$ 178,193.23	\$ 17,819.32	\$ 192,814.78	\$ -	\$ -	\$ -	\$ 178,193.23	\$ 17,819.32	\$ 192,814.78	\$ 192,814.78
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 4,400.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ 3,300.00
6. Travel	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30	\$ -	\$ -	\$ -	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30	\$ 20,727.30
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ 4,400.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30	\$ -	\$ -	\$ -	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30	\$ 20,727.30
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 2,200.00
12. Subcontracts/Agreements	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ 2,200.00
13. Other (specify details man)	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 1,650.00
14. Reg/Lic/ser effort/prosp/ial lev	\$ 298,447.00	\$ 29,844.70	\$ 328,291.70	\$ 298,447.00	\$ 29,844.70	\$ 328,291.70	\$ -	\$ -	\$ -	\$ -
15. Indirect cost/water, contrib	\$ -	\$ 169,874.99	\$ 169,874.99	\$ -	\$ 169,874.99	\$ 169,874.99	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 993,222.44	\$ 219,197.24	\$ 1,212,419.68	\$ 318,447.00	\$ 199,819.69	\$ 498,266.69	\$ 613,775.44	\$ 653,775.66	\$ 1,267,551.10	\$ 1,267,551.10

Indirect As A Percent of Direct 27.1%

Jmm
4/16/19

Exhibit B-7, Amendment #2

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Trustees of Dartmouth College									
Budget Request for: Cancer Registry Operations									
Budget Period: July 1, 2021 to June 30, 2022 (3FY22)									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 463,871.65	\$ 48,267.17	\$ 512,138.82	\$ -	\$ -	\$ -	\$ 463,871.65	\$ 48,267.17	\$ 512,138.82
2. Employee Benefits	\$ 178,185.23	\$ 17,818.52	\$ 195,003.75	\$ -	\$ -	\$ -	\$ 178,185.23	\$ 17,818.52	\$ 195,003.75
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00
Remit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Liaison	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 300.00	\$ 3,300.00
6. Travel	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30	\$ -	\$ -	\$ -	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 4,000.00	\$ 400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 400.00	\$ 4,400.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30	\$ -	\$ -	\$ -	\$ 18,843.00	\$ 1,884.30	\$ 20,727.30
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
12. Subcontracts/Agreements	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00
13. Other (specify details man)	\$ 150.00	\$ 15.00	\$ 165.00	\$ -	\$ -	\$ -	\$ 150.00	\$ 15.00	\$ 165.00
14. Real/Intr effort Hospital lev	\$ 298,847.00	\$ 29,884.70	\$ 328,731.70	\$ 298,847.00	\$ 29,884.70	\$ 328,731.70	\$ -	\$ -	\$ -
15. Indirect cost waiver, awards	\$ -	\$ 169,974.99	\$ 169,974.99	\$ -	\$ 169,974.99	\$ 169,974.99	\$ -	\$ -	\$ -
TOTAL	\$ 991,222.46	\$ 219,197.24	\$ 1,210,419.70	\$ 298,847.00	\$ 199,859.69	\$ 498,706.69	\$ 692,565.46	\$ 611,559.01	\$ 1,304,124.47

Indirect As A Percent of Direct 37.1%

Jmm
 4/11/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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) working on behalf of the contractor 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,

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 under its control 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.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.).

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 costs of response and recovery from the breach,

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



subject to the limitation of liability as agreed to by the parties in Subsection 4.2 of Exhibit C-1 of the contract, 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/doi/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.

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DHHS Information Security Requirements



- 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

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4/10/19

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



options, and bear costs associated with the Breach notice as well as any mitigation measures subject to the limitation of liability as agreed to by the parties in Subsection 4.2 of Exhibit C-1 of the contract.

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

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4/16/19

Trustees of Dartmouth College

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rees, Judy	Director	\$150,558	50%	\$75,279
Celaya, Maria	Assistant Director	\$91,891	100%	\$91,891
Riddle, Bruce	Registry Manager	\$95,466	100%	\$95,466



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 20, 2018

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 Public Health Services, to exercise a renewal option and amend an existing agreement with Trustees of Dartmouth College, Vendor # 177157-B013, 11 Rope Ferry Road 6210, Box 186, Hanover, NH 03755, to operate a cancer registry system as required by RSA 141-B, by increasing the price limitation by \$1,332,300 from \$1,190,940 to \$2,523,240 and extending the contract completion date from June 30, 2018 to June 30, 2020 to be effective upon Governor and Executive Council approval. 77% Federal Funds and 23% General Funds

The Governor and Executive Council approved the original contract on November 18, 2016, Item #21.

Funds are available in the following accounts for State Fiscal Year 2018 and State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this amendment is to readjust the funding for State Fiscal Year 2018 to continue operating an incidence-based statewide cancer registry system for State Fiscal Year 2019 and State Fiscal Year 2020 in New Hampshire as required by RSA 141-B.

The Contractor will continue conducting data collection, data processing, quality assurance and database management activities for the collection of cancer information for the New Hampshire State Cancer Registry in accordance with the New Hampshire Department of Health and Human Services guidelines and standards established by the National Program of Cancer Registries and the North American Association of Central Cancer Registries.

The primary purpose of the New Hampshire State Cancer Registry is to identify all reportable cases of cancer in New Hampshire in order to provide information on the overall burden, types, and changing patterns of cancer among residents of the state. New Hampshire RSA 141-B obligates the Department to collect information regarding the majority forms of cancers diagnosed in New

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Hampshire. New Hampshire RSA 141-B and New Hampshire Administrative Code He-P 304 established reporting requirements for cancer case reporting in New Hampshire.

The cancer registry is one of the public health surveillance tools used to monitor and investigate trends in cancer diagnosis and treatment in every state in the U.S. The cancer registry through this contract generates critical data for public health investigations, for public health prevention programs, and for academic researchers who work to identify causes of cancer, and prevention and treatment strategies. This realignment and amendment will allow the contractor to continue to capture essential data on people who are newly diagnosed with cancer. These data are used to inform DHHS cancer cluster investigations and to help guide the prevention and control program planning and evaluation. The Trustees of Dartmouth consistently collect high quality data and exceed performance expectations for the National Program of Cancer Registries National Quality Standards.

The Exhibit C-1 of the original contract contained language providing the Department the option to renew for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval. The Department is exercising this option. This two year amendment would allow the contractor to continue to generate high quality cancer registry data for public health investigations, for public health prevention programs, and for academic researchers who work to identify causes of cancer, and prevention and treatment strategies.

The request to renew with the Trustees of Dartmouth College is based on their ability and capability to follow the standards required for the National Program of Cancer Registries National Data Quality and Completeness Program and the United States Cancer Statistics Publication Standard. The Trustees of Dartmouth College has obtained the status as a National Program of Cancer Registries Registry of Excellence. The vendor has consistently collected high quality data and has exceeded performance expectations for the National Program of Cancer Registries National Quality Standards.

The amendment and readjustment of funds will enable the reporting of cancer data from mandated cancer reporters in New Hampshire who are described in the administrative rules (He-P 304.01) for the purpose of monitoring cancer incidence, planning cancer prevention and control activities, evaluating the impact of public health strategies and helping to facilitate cancer research. This agreement will remain consistent with the statewide and agency information technology plans, policies and standards.

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

- For each incident cancer case, collect all the data variables listed in New Hampshire Administrative Rule He-P 304.2.
- The database shall be, at a minimum, in accordance with accepted Centers for Disease Control's National Program of Cancer Registries and North American Association of Cancer Registry standards.
- The data collected is 95% complete within twelve (12) months of date of diagnosis for cases seen in any New Hampshire hospital.
- The data collected is 90% complete within fifteen (15) months of the date of diagnosis for all cases among New Hampshire residents, regardless of where they received the cancer care.

- The data collected is 95% complete within twenty-four (24) months of date of diagnosis for all cases among New Hampshire residents, with cases identified from death certificate review and follow-up, from physician practices, from non-hospital facilities, and from out-of-state sources.

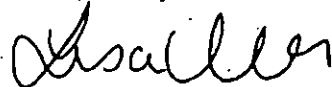
Should the Governor and Executive Council not authorize this Request, the Department may not have a quality cancer registry and may lose the ability to monitor and identify community cancer concerns; diagnose and investigate cancer-related hazards in the community; inform and educate communities about the risk of cancer; develop policies and plans that address the risks of cancer in communities; and evaluate the effectiveness, accessibility, and quality of cancer prevention and control strategies.

Area served: Statewide

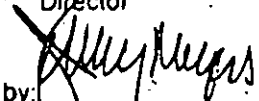
Source of Funds: 77% Federal Funds, Catalog of Federal and Domestic Assistance (CFDA) #93.752, United States Department of Health and Human Services, Centers for Disease Control and Prevention, Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations financed in part by Prevention and Public Health Funds, Federal Award Identification Number (FAIN) # 58DP003930, and 23% General Funds.

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

Respectfully submitted,



Lisa M. Morris
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Fiscal Details

05-95-90-900510-86660000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, CANCER REGISTRY
100% Federal Funds CDC, Comprehensive Cancer Control Program & Cancer Registry

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Prog Svc	90080080	\$251,736	\$0	\$251,736
			<i>Sub Total</i>	\$251,736	\$0	\$251,736

05-95-90-900510-86660000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, CANCER REGISTRY
100% General Funds

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2017	601-500931	State Fund Match	90056005	\$100,045	\$0	\$100,045
			<i>Sub Total</i>	\$100,045	\$0	\$100,045

05-95-90-902010-22150000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, CDC ORAL HEALTH GRANT
100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2017	102-500731	Contracts for Prog Svc	90080080	\$173,000	\$0	\$173,000
			<i>Sub Total</i>	\$173,000	\$0	\$173,000

05-95-90-902010-33970000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY HEALTH SERVICES, CANCER REGISTRY

100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Prog Svc	90080080	\$516,159	(\$69,617)	\$446,542
SFY 2019	102-500731	Contracts for Prog Svc	90080080	\$0	\$435,217	\$435,217
SFY 2020	102-500731	Contracts for Prog Svc	90080080	\$0	\$446,542	\$446,542
			<i>Sub Total</i>	\$516,159	\$812,142	\$1,328,301

05-95-90-902010-33970000, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY HEALTH SERVICES, CANCER REGISTRY

100% General Funds

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2018	601-500931	State Fund Match	90056005	\$150,000	\$0	\$150,000
SFY 2019	601-500931	State Fund Match	90056005	\$0	\$150,000	\$150,000
SFY 2020	601-500931	State Fund Match	90056005	\$0	\$150,000	\$150,000
			<i>Sub Total</i>	\$150,000	\$300,000	\$450,000

05-95-90-901010-53620000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY & PERFORMANCE, PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE

100% Federal Funds CDC Preventative Health and Health Service Block Grant (PHHSBG)

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2018	102-500731	Contracts for Prog Svc	90001037	\$0	\$69,611	\$69,611
SFY 2019	102-500731	Contracts for Prog Svc	90001037	\$0	\$69,611	\$69,611
SFY 2020	102-500731	Contracts for Prog Svc	90001037	\$0	\$69,611	\$69,611
			<i>Sub Total</i>	\$0	\$208,833	\$208,833

05-96-90-902010-56590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, COMMUNITY HEALTH SERVICES, COMPREHENSIVE CANCER

100% Federal Funds CDC NH Breast & Cervical Cancer, Comp. Cancer & Cancer Registry Programs

Fiscal Year	Class/ Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2019	102-500731	Contracts for Prog Svc	90080080	\$0	\$11,325	\$11,325
			<i>Sub Total</i>	\$0	\$11,325	\$11,325
			TOTAL:	\$1,190,940	\$1,332,300	\$2,523,240



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 2, 2018

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Trustees of Dartmouth College (Vendor #177157-B013), as described below and referenced as DoIT No. 2016-081A.

This contract amendment exercises a renewal option with Trustees of Dartmouth College to continue to operate an incidence-based statewide cancer registry system in New Hampshire as required by RSA 141-B. The primary purpose of the Cancer Registry is to identify all reportable cases of cancer in NH to provide information on the overall burden, types and changing patterns of cancer among residents of the state.

This amendment will increase the contract price by \$1,332,300 from \$1,190,940 to \$2,523,240 and extend the contract end date from June 30, 2018 to June 30, 2020 effective upon the date of Governor and Executive Council approval.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT No. 2016-081A

cc: Bruce Smith



**New Hampshire Department of Health and Human Services
Cancer Registry Operations**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Cancer Registry Operations**

This 1st Amendment to the New Hampshire State Cancer Registry (NHSCR) contract (hereinafter referred to as "Amendment One") dated this 19th day of March, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Trustees of Dartmouth College, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 11 Rope Ferry Road #6210, Hanover, NH 03755:

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 18, 2016, ITEM #21 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement and decrease the price limitation; and

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

1. Amend Form P-37, Block 1.6, to add Account Number: 05-095-090-902010-3397-0000-102-500731-90080080.
2. Amend Form P-37, Block 1.6, to add Account Number: 05-095-090-902010-3397-0000-601-500931-90056005.
3. Amend Form P-37, Block 1.6, to add Account Number: 05-095-090-902010-5659-0000-102-500731-90080080.
4. Amend Form P-37, Block 1.6, to add Account Number: 05-095-090-901010-5362-0000-102-500731-90001037.
5. Delete and replace Form P-37, Block 1.7, to read June 30, 2020.
6. Delete and replace Form P-37, Block 1.8, to increase Price Limitation by \$1,332,300 from \$1,190,940 to read: \$2,523,240.
7. Delete and replace Form P-37, Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
8. Delete and replace Form P-37, Block 1.10 to read 603-271-9330.
9. Delete in its entirety Exhibit B and replace with Exhibit B, Amendment #1.
10. Delete in its entirety Exhibit B-2 Budget and replace with Exhibit B - 3, Amendment #1 Budget.
11. Add Exhibit B - 4 Amendment #1 Budget.
12. Add Exhibit B - 5, Amendment #1 Budget.



**New Hampshire Department of Health and Human Services
Cancer Registry Operations**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/27/18
Date

[Signature]
Name: Lisa Morris
Title: Director

Trustees of Dartmouth College

3/23/18
Date

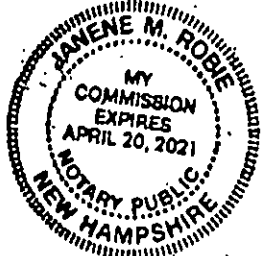
[Signature]
Name: Heather A. Arnold, M.Ed.
Title: Associate Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 3/23/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Janene M. Robie, Office Manager
Name and Title of Notary or Justice of the Peace



My Commission Expires: 4/20/21



**New Hampshire Department of Health and Human Services
Cancer Registry Operations**

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

OFFICE OF THE ATTORNEY GENERAL

5/9/18
Date

[Signature]
Name: Megan A. [unclear]
Title: [unclear]

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B, Amendment #1

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.
2. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) numbers:
 - CFDA #93.898, US Centers for Disease Control & Prevention, NH Comprehensive Cancer Control Program & Cancer Registry Programs.
 - CFDA #93.768, Centers for Disease Control and Prevention, Preventative Health and Health Services Block Grant.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service and Exhibit A-1 Additional Cancer Data Registry Technical Requirements; in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 2.3. 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. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. 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.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHScontractbilling@dhhs.nh.gov
5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-3, Amendment #1

New Hampshire Department of Health and Human Services

Middlebury College: Trustees of Berkshire College
 Budget Request for Clinical Registry Operations
 (Fiscal Year 2018)

Budget Period: July 1, 2017 to June 30, 2018 (FY18)

Line Item	Total Program Cost			Commodity Items / Items			Spent by Special Account Plans		
	Direct Compensation	Plant	Total	Local Government	State Fund	Total	Direct Compensation	Plant	Total
1. Total Compensation	11,213,800	11,213,800	22,427,600	-	-	22,427,600	11,213,800	11,213,800	22,427,600
2. Services/Supplies	4,847,800	11,213,800	16,061,600	-	-	16,061,600	4,847,800	11,213,800	16,061,600
3. Materials	1,213,800	1,213,800	2,427,600	-	-	2,427,600	1,213,800	1,213,800	2,427,600
4. Capital Equipment	-	-	-	-	-	-	-	-	-
5. Construction	-	-	-	-	-	-	-	-	-
6. Other	-	-	-	-	-	-	-	-	-
7. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
8. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
9. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
10. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
11. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
12. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
13. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
14. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
15. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
16. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
17. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
18. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
19. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
20. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
21. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
22. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
23. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
24. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
25. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
26. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
27. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
28. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
29. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
30. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
31. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
32. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
33. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
34. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
35. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
36. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
37. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
38. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
39. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
40. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
41. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
42. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
43. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
44. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
45. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
46. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
47. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
48. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
49. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000
50. Total	17,275,400	12,427,600	29,703,000	-	-	29,703,000	17,275,400	12,427,600	29,703,000

Exhibit B-4, Amendment #1

New Hampshire Department of Health and Human Services

Submitter/Program Name: Trustees of Dartmouth College

Budget Request for: Cancer Registry Operations
(Part of RFP)

Budget Period: July 1, 2018 to June 30, 2019 (12/7/18)

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Post Employment	408,180.00	40,118.00	448,298.00	-	-	-	408,180.00	40,118.00	448,298.00
2. Employee Benefits	148,800.00	11,847.00	160,647.00	-	-	-	148,800.00	11,847.00	160,647.00
3. Computers	-	-	-	-	-	-	-	-	-
4. Equipment	4,000.00	400.00	4,400.00	-	-	-	4,000.00	400.00	4,400.00
5. Travel	-	-	-	-	-	-	-	-	-
6. Supplies	-	-	-	-	-	-	-	-	-
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Printing	-	-	-	-	-	-	-	-	-
9. Other	3,000.00	300.00	3,300.00	-	-	-	3,000.00	300.00	3,300.00
10. Total	148,800.00	14,847.00	163,647.00	-	-	-	148,800.00	14,847.00	163,647.00
11. Occupancy	-	-	-	-	-	-	-	-	-
12. General Expenses	-	-	-	-	-	-	-	-	-
13. Telephone	-	-	-	-	-	-	-	-	-
14. Postage	4,000.00	400.00	4,400.00	-	-	-	4,000.00	400.00	4,400.00
15. Reproduction	-	-	-	-	-	-	-	-	-
16. Audit and Legal	-	-	-	-	-	-	-	-	-
17. Insurance	-	-	-	-	-	-	-	-	-
18. Plant Equipment	-	-	-	-	-	-	-	-	-
19. Returns	14,825.00	1,482.50	16,307.50	-	-	-	14,825.00	1,482.50	16,307.50
20. Mechanical/Communications	-	-	-	-	-	-	-	-	-
21. Early Education and Training	3,000.00	300.00	3,300.00	-	-	-	3,000.00	300.00	3,300.00
22. Subcontract/Outsourcing	-	-	-	-	-	-	-	-	-
23. Other Specific needs necessary	1,600.00	160.00	1,760.00	-	-	-	1,600.00	160.00	1,760.00
24. Monthly 2018 financial report compile	83,817.00	8,381.70	92,198.70	83,817.00	8,381.70	92,198.70	-	-	-
25. Instruction, travel, consultant	-	-	-	-	-	-	-	-	-
TOTAL	408,180.00	40,118.00	448,298.00	83,817.00	8,381.70	92,198.70	364,363.00	31,736.30	396,099.30

Subject As A Percent of Direct 14.04%

Trustees of Dartmouth College

RFP-2017-0PH-60-CANCE

Exhibit B-4, Amendment #1

Page 1 of 1

Contractor's Initials

HA
Date 3/23/18

Exhibit B - 5, Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Trustees of Dartmouth College

Budget Request for: Cancer Registry Operations
(Name of RFP)

Budget Period: July 1, 2019 to June 30, 2020 (SFY 20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	401,832.00	40,183.00	442,015.00	-	-	-	401,832.00	40,183.00	442,015.00
2. Employee Benefits	152,698.00	15,270.00	167,968.00	-	-	-	152,698.00	15,270.00	167,968.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment:	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	4,000.00	400.00	4,400.00	-	-	-	4,000.00	400.00	4,400.00
5. Supplies:	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	3,000.00	300.00	3,300.00	-	-	-	3,000.00	300.00	3,300.00
6. Travel	18,000.00	1,800.00	19,800.00	-	-	-	18,000.00	1,800.00	19,800.00
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	4,000.00	400.00	4,400.00	-	-	-	4,000.00	400.00	4,400.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	18,560.00	1,856.00	20,416.00	-	-	-	18,560.00	1,856.00	20,416.00
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	2,000.00	200.00	2,200.00	-	-	-	2,000.00	200.00	2,200.00
12. Subcontracts/Agreements	-	-	-	-	-	-	-	-	-
13. Other (specific details man)	1,500.00	150.00	1,650.00	-	-	-	1,500.00	150.00	1,650.00
14. Registrar effort / hospital fee	88,349.00	8,834.90	97,183.90	88,349.00	8,834.90	97,183.90	-	-	-
15. Indirect cost washer, control	-	-	-	-	-	-	-	-	-
TOTAL	703,843.00	70,384.30	774,227.30	88,349.00	8,834.90	97,183.90	605,294.00	60,529.00	665,823.00

Indirect As A Percent of Direct 10.0%

Trustees of Dartmouth College

Exhibit B - 5, Amendment #1

Contractor's Initials HA

RFP-2017-0415-03-CANCE

Page 1 of 1

Date 3/23/18



Jeffrey A. Meyers
Commissioner

Marcella Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-4527
603-271-9563 1-800-852-3345 Ext. 9563
Fax: 603-271-8431 TDD Access: 1-800-735-2964



21 mac

October 31, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with Trustees of Dartmouth College, Vendor # 177157-B013, 11 Rope Ferry Road 6210, Box 188, Hanover, NH 03755, in an amount not to exceed \$1,190,940, to operate an incidence-based statewide cancer registry system as required by RSA 141-B, to be effective the date of Governor and Council approval through June 30, 2018. Funds are 79% federal and 21% general.

Funds are available in the following accounts for SFY 2017, and are anticipated to be available in SFY 2018, upon the availability and continued appropriation of funds in the future operating budgets, 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 approval from the Governor and Executive Council.

05-95-90-900510-8666 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, CANCER REGISTRY

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2017	102-500731	Contracts for Prog Svc.	90080080	251,736
	601-500931	State Fund Match	90056005	100,045
			Sub Total	\$351,781

05-95-90-902010-2215 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES,
CDC ORAL HEALTH GRANT

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2017	102-500731	Contracts for Prog Svc	90080080	173,000
			Sub Total	\$173,000

05-95-90-902010-3397 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU COMMUNITY HEALTH SERVICES, CANCER REGISTRY

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	102-500731	Contracts for Prog Svc	90080080	516,159
	601-500931	State Fund Match	90056005	150,000
			Sub Total	\$666,159
			TOTAL	\$1,190,940

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

EXPLANATION

Funds in this agreement will be used to enter into an agreement with Trustees of Dartmouth College to operate an incidence-based statewide cancer registry system in New Hampshire as required by RSA 141-B. Certain tasks require computer related information to be received and accessed in this contract, specifically technical services to conduct data collection, data processing, quality assurance, and database management activities for the collection of cancer data. The Department of Information Technology has reviewed and approved this contract. The approval letter is attached.

The primary purpose of the New Hampshire State Cancer Registry is to identify all reportable cases of cancer in New Hampshire to provide information on the over-all burden, types, and changing patterns of cancer among residents of the state. New Hampshire RSA 141-B and New Hampshire Administrative Code He-P 304 established reporting requirements for cancer case reporting in New Hampshire. The New Hampshire State Cancer Registry's overall measure of success is to meet the standards for quality, completeness and timeliness of data as defined by the nation's standard setting organization, the North American Association of Central Cancer Registries. The purpose of this agreement is to conduct data collection, data processing, quality assurance and database management activities for the collection of cancer information for the New Hampshire State Cancer Registry in accordance with the New Hampshire Department of Health and Human Services guidelines and standards set by the National Program of Cancer Registries and the North American Association of Central Cancer Registries.

The Department is tasked under RSA 141-B to collect information about almost all cancers diagnosed in New Hampshire. This information furthers our understanding of cancer and is used to develop strategies and policies for its prevention, treatment, and control. The data also help determine where early detection, educational, and other cancer-related programs should be directed. Lastly, cancer registry data are essential to respond to public concerns regarding potential cancer clusters and to conducting investigations into health risks and environmental exposure. Understanding the causes of disease clusters will allow us to prevent future deaths and illness from similar exposures. The availability of data on cancer in the state allows health researchers to analyze demographic and geographic factors that affect cancer risk, early detection, and effective treatment of cancer patients.

The New Hampshire State Cancer Registry is recognized as one of the leading cancer registries in the nation, and has been the cornerstone of a substantial amount of research on cancer in the New Hampshire population. Information held in the cancer registry is strictly confidential, and is protected from unauthorized access by state of the art security systems. To date, the New Hampshire State Cancer Registry has collected detailed information on over 1.3 million cases of cancer among New Hampshire residents diagnosed from 1990 forward, and more than 8,000 new cases are added annually. Every day in New Hampshire, twenty-two (22) of our residents are diagnosed with cancer and seven (7) of our residents die due to cancer. Based on New Hampshire Department of Health and Human Services estimates, the overall cost of cancer in New Hampshire in 2008 was \$1.1 billion. Cancer surveillance helps us understand the magnitude of the cancer problem in New Hampshire, and provides us with critical data to assess the health of our New Hampshire residents and to make informed decisions about how to best direct our health-related resources and activities. This data gives us the fundamental knowledge to guide the assessment, development, and evaluation of health policy, and inform and evaluate the impact of population health programs and interventions as well as personal health decisions. Cancer registries provide a basis for public and private decisions at local, state, and national levels.

Should the Governor and Executive Council not authorize this request, we would not have a high quality cancer registry, and may not have the information necessary to protect and promote the health of New Hampshire's residents, whether it is a cancer cluster response, public education, screening, treatment or policy change. In addition, we may not have the information necessary to inform policy makers and the public to assist with setting health program priorities or the ability to confirm cancer cases through the support of cancer experts to inform the investigation process and provide review and approval related to protecting the privacy and rights of individuals.

Trustees of Dartmouth College were selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from July 15, 2016 through September 2, 2016. A bidder's conference was held on August 18, 2016.

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

The Department received one proposal. The proposal was reviewed and scored by a team of six (6) individuals with program specific knowledge. Their decision followed a thorough discussion of the strengths and weaknesses of the proposal. The final decision was made through consensus scoring. The Bid Summary is attached.

As referenced in the Request for Proposals and in the contract Exhibit C-1, this agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The following performance measures will be used to measure the effectiveness of the Agreement:


1. For each incident cancer case defined in Exhibit A, collect all the data variables listed in New Hampshire Administrative Rule He-P 304.2.
2. The database shall be, at a minimum, in accordance with accepted Centers for Disease Control's National Program of Cancer Registries and North American Association of Cancer Registry standards.
3. The data collected is 95% complete within 12 months of date of diagnosis for cases seen in any New Hampshire hospital.
4. The data collected is 90% complete within 15 months of date of diagnosis for all cases among New Hampshire residents, regardless of where they received the cancer care.
5. The data collected is 95% complete within 24 months of date of diagnosis for all cases among New Hampshire residents, with cases identified from death certificate review and follow-up, from physician practices, from non-hospital facilities, and from out-of-state sources.

Area served: Statewide.

Source of Funds: Source of Funds is 79% Federal Funds from the US Centers for Disease Control and Prevention, and 21% General Funds.

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

Respectfully submitted,


Marcella J. Bobinsky, MPH
Acting Director

Approved by:


Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

October 24, 2016

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Trustees of Dartmouth College (Vendor #177157-B013), as described below and referenced as DoIT No. 2016-081. This project is a result of an RFP also referenced as DoIT No. 2016-081.

This request is to enter into a contract with the Trustees of Dartmouth College to operate an incidence-based statewide cancer registry system as required by RSA 141-B. Certain tasks require computer related information to be received and accessed in this contract, specifically technical services to conduct data collection, data processing, quality assurance, and database management activities for the collection of cancer information.

The amount of the contract is not to exceed \$1,190,940 effective upon the date of Governor and Executive Council approval through June 30, 2018.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/ik
Contract #2016-081

cc: Bobbie Aversa



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

CANCER REGISTRY OPERATIONS

RFP-2017-DPHS-03-CANCE

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Trustees of Dartmouth College
2. 0
3. 0
4. 0

Percent	Maximum Points	Actual Points
88%	640	561
	640	0
	640	0
	640	0

1. Monwar Hossain, Program Planner (Tech)
2. Karen Paddleford, Program Planner (Tech)
3. Whitney Hammond, Administrator (Tech)
4. Ellen Chase-Lucard, Financial Administrator (Cost)
5. Shelley Swanson, Financial Administrator (Cost)
6. PJ Nadeau, Financial Administrator (Cost)

Subject: Cancer Registry Operations - rfp-2017-qphs-03-cance-01, Contract #2016-081

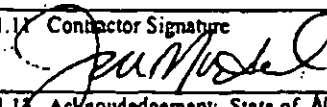
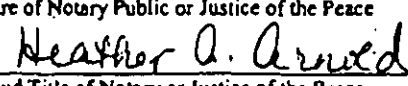
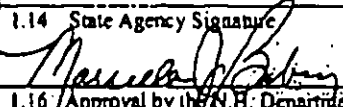

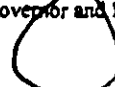
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name NH Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Trustees of Dartmouth College</p>		<p>1.4 Contractor Address 11 Rope Ferry Road 6210, Box 186 Hanover, NH 03755</p>	
<p>1.5 Contractor Phone Number 603-651-6620</p>	<p>1.6 Account Number 05-95-90-900510-8666-102-500731, 05-95-90-900510-8666-601-500931, 05-95-90-902010-3397-102-500731, 05-95-90-902010-3397-601-500931</p>	<p>1.7 Completion Date 6/30/2018</p>	<p>1.8 Price Limitation \$1,190,940</p>
<p>1.9 Contracting Officer for State Agency Eric Borin, Director of Contracts and Procurement</p>		<p>1.10 State Agency Telephone Number 603-271-9558</p>	
<p>1.11 Contractor Signature </p>		<p>1.12 Name and Title of Contractor Signatory Jill M. Mortali, Director Office of Sponsored Projects</p>	
<p>1.13 Acknowledgement: State of New Hampshire County of Grafton On <u>October 31, 2016</u>, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
<p>1.13.1 Signature of Notary Public or Justice of the Peace [Seal] </p>			
<p>1.13.2 Name and Title of Notary or Justice of the Peace HEATHER A. ARNOLD, Notary Public My Commission Expires August 24, 2021</p>			
<p>1.14 State Agency Signature  Date: 11/1/16</p>		<p>1.15 Name and Title of State Agency Signatory Marcella J. Bobinsky, MPH Acting Director</p>	
<p>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/1/16</p>			
<p>1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____</p>			

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

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 \$1,000,000 per 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.

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.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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.
- 1.2. All services to be performed under this contract shall be in accordance with New Hampshire Department of Health and Human Services (DHHS), New Hampshire law RSA 141-B, New Hampshire Administrative rules He-P 304, United States Public Law 102-515, and Centers for Disease Control and Prevention (CDC), National Program of Cancer Registries (NPCR) and North American Association of Central Cancer Registries (NAACCR) standards and guidelines.

2. Required Activities

The Contractor shall:

- 2.1. Present for discussion and proposed modifications, a Work Plan, due within 30 days of the contract effective date. The timeline and work plan shall meet all due dates for deliverables noted in the Deliverables and Key Performance Indicators set forth in Section 14 of this document.
- 2.2. Have all fully qualified staff assigned in support of the New Hampshire State Cancer Registry (NHSCR) contract within 30 days of the contract effective date.
- 2.3. Maintain the NHSCR database from a physical location within a seventy-five (75) mile radius of the DHHS, located in Concord. The rationale for this requirement is that the DHHS provides technical and administrative oversight of the NHSCR operations, which includes on-site visits to the NHSCR contractor. In addition, appropriate contractor personnel are required to attend regular meetings with DHHS staff as well as other meetings as necessary.
- 2.4. Allow full participation of the DHHS in the ongoing, onsite operations of contract activities including interacting directly with contractor staff, viewing abstract processing, participating in customizing registry software selecting edits, aspects of database management, system security, and quality assurance that the DHHS deems necessary.
- 2.5. Provide the DHHS with technical assistance and expertise on matters within the scope of work of the contract.

3. Cancer Registry Operation

- 3.1. Operate an incidence-based statewide cancer registry reporting system in accordance with RSA 141-B and Part He-P 304 of the New Hampshire Administrative Rules, http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html. Collect information and maintain an electronic database of all incident cancer cases occurring among the New Hampshire population according to the Administrative Rules.
- 3.2. Facilitate and encourage submission of reports for each incident case. Facilitate and encourage submission of reports for each incident case defined in RSA 141-B:7 (<http://www.gencourt.state.nh.us/rse/html/X/141-B/141-B-mrq.htm>), all the data variables listed in administrative rule He-P 304.02 by "health facilities" within an expected time frame as listed

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In Administrative Rule He-P 304.01(e) and He-P 304.01(f) (http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html). Facilitation and encouragement may include writing letters, calling by telephone and personal visits to health providers and/or health facility administrators or supervisors. ("Health Facilities" shall be defined according to the Administrative Rules.)

3.3. Inform the DHHS of facilities that remain out of compliance with reporting requirements despite Contractor notification in the following situations:

- 3.3.1. Denial or lack of access to pathology reports or medical records;
- 3.3.2. Lack of submission of reports within one month or expected date; and
- 3.3.3. Lack of response to letter or other formal inquiry within one month.

3.4. Collect additional follow-up data relating to treatment and disease status of Breast and Colorectal cancer cases diagnosed in 2011 for the patient centered outcomes (PCO).

3.5. Adhere to Timetable of Data Deliverables:

3.5.1. The NHSCR data shall meet the following five data quality criteria [National Data Quality Standard (formally known as the 24-Month Standard)]:

- i. Data are 95% complete based on observed-to-expected cases as computed by CDC;
- ii. There are 3% or fewer death-certificate-only cases;
- iii. There is a 1 per 1,000, or fewer, unresolved duplicate rate;
- iv. The maximum percent missing for critical data elements are:
 - i. 2% age
 - ii. 2% sex
 - iii. 3% race
 - iv. 2% county
- v. 99% pass a CDC-prescribed set of standard edits.

3.5.2. The NHSCR data shall meet the following data quality criteria [Advanced National Data Quality Standards (formally known as the 12-Month Standard)]:

- i. Data are 80% complete based on observed-to-expected cases as computed by CDC;
- ii. There is a 2 per 1,000 or fewer unresolved duplicate rate;
- iii. The maximum percent missing for critical data elements are:
 - i. 3% age
 - ii. 3% sex
 - iii. 5% race
 - iv. 3% county
- iv. 97% pass a CDC-prescribed set of standard edits.

4. Case Ascertainment Activities

- 4.1. Establish and implement case reporting from any new or existing free-standing radiation oncology facility in the state.

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Exhibit A

- 4.2. Establish and implement case reporting from any new or existing free-standing medical oncology facility in the state.
- 4.3. Establish and implement case reporting from any new or existing free-standing surgical oncology facility in the state.
- 4.4. Establish and implement electronic case finding from hospital or private pathology labs and from out-of-state pathology laboratories.
- 4.5. Perform death clearance at least annually. Death clearance should be performed by matching records in the NHSCR with New Hampshire mortality data provided by the DHHS and with National Death Index, to determine the level of the NHSCR's record completeness for in-state and out-of state deaths to New Hampshire residents where cancer is identified as a cause of death.
- 4.6. For in-state deaths, the Contractor shall make a determination as to the cause of and appropriate correction for cancer incidents not reported to the NHSCR. This should include contacting the certifier of the death for case follow back as necessary. For deaths of individuals in NHSCR database, the contractor shall electronically update the Vital Status, date of death and cause of death for matching cases.
- 4.7. Operate query systems that cross checks definitive reports, rapid reports, and non-reportable data sources using data linkage processes to ensure maximum case ascertainment.
- 4.8. Create or update the NHSCR operations manual within 30 days of the contract effective date. This manual on NHSCR procedures is for potential distribution to all reporting health providers and health facilities. The manual will provide documentation of the objectives, implementation and operation of the registry. All the contractor staff of the Cancer Registry Operations and DHHS shall be provided with a copy of the manual. This manual shall contain, at a minimum:
 - 4.8.1. Most current reporting laws/regulations;
 - 4.8.2. List of reportable diagnoses;
 - 4.8.3. List of required data items.
 - 4.8.4. Procedures for data processing operations including:
 - i. Procedures for monitoring timeliness of reporting;
 - ii. Procedures for receipt of data;
 - iii. Procedures for database management including a description of the Registry Operating System (software);
 - iv. Procedures for conducting death certificate clearance;
 - v. Procedures for implementing and maintaining the quality assurance/control program:
 - 4.8.4.v.1. Conducting follow-back to reporting facilities on quality issues. These procedures include rules for identifying when action or further investigation is needed;
 - 4.8.4.v.2. Conducting record consolidation;

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Exhibit A

- 4.8.4.v.3. Maintaining detailed documentation of all quality assurance operations;
- 4.8.4.v.4. Procedures for education and training.
- 4.8.5. Procedures for conducting data exchange including a list of states with which case-sharing agreements are in place;
- 4.8.6. Procedures for conducting data linkages.
- 4.8.7. Procedures insuring confidentiality and data security including disaster planning;
- 4.8.8. Procedures for data release including access to and disclosure of information;
- 4.8.9. Procedures for maintaining and updating the operational manual.
- 4.9. Revise the NHSCR operations manual when any changes are made to policies and procedures relating to the NHSCR activities based on contractor need or as requested by the DHHS. The contractor will submit the changes to the DHHS, who will review and seek revision or approve within 30 days.
- 4.10. Review and update existing documents for reporting facilities, including letters, user application forms, reporting requirement document, Webplus user guides, etc., within 30 days of the contract effective date. Determine needed updates in consultation with the DHHS. When updates are needed, develop updated material, obtain approval of the DHHS, and provide to reporting facilities and post them on web for easier access.
- 4.11. Through site visits to New Hampshire hospitals conducted as needed, review discharge, laboratory and pathology reports as well as medical charts to ensure the completeness of case reporting and accuracy for completion.

5. Information Technology Activities

- 5.1. Establish operations within 30 days of the contract start date. This shall include, but not be limited to system set-up, testing, and deployment, as well as business operations to support the State's requirements defined in Exhibit A-1 Additional Cancer Data Registry Technical Requirements.
- 5.2. Within 30 days of the contract start date, provide and set up necessary computer hardware, including servers and computers for the NHSCR contractor staff, necessary to maintain the NHSCR database. All hardware and software shall be compatible with NPCR requirements.
- 5.3. Within 30 days of the contract start date, provide connectivity for all reporting facilities to transmit data to the NHCSR.
- 5.4. Maintain secure web access to the NHSCR seven days per week for Web Plus on-line data entry and data file uploading.
- 5.5. Within 30 days of the contract start date, install and utilize the current automated data management system, consistent with national standards and populated with NHSCR data. Train staff in operation of software systems. The contractor shall update all the components of the software, as required and shall participate in the relevant CDC software users group. (The DHHS maintains the discretion to utilize any kind of data management system. There shall be no modifications or upgrades to the software without the approval of the DHHS.)
- 5.6. Within 30 days of the contract execution, discuss with DHHS the feasibility of implementing a WebPlus User's Agreement, the language of such an agreement, and the protocol for phasing it into use. Implement protocol specified by the program team during a mutually agreed

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Exhibit A

timeframe to restrict reporting via Web Plus data entry or file upload to those reporters who have submitted signed agreements to become Web Plus users.

- 5.7. Within 30 days of the contract start date, develop and implement procedures for the electronic submission and processing of laboratory pathology and cytology reports utilizing NAACCR standards.
- 5.8. Within 30 days of the contract start date, maintain a computerized log of facilities and personnel who report data to NHSCR (in excel or access or any other system) which includes at minimum; facility ID, name and demographic information; names and contact information of personnel (reporters and supervisors), and log of prior facility contacts.
- 5.9. Within 30 days of the contract start date, obtain from the prior NHSCR reports of technical assistance between NHSCR and reporters. Maintain these files or modify or upgrade them with approval of the DHHS.
- 5.10. Within 30 days of the contract start date, maintain a computerized log of all abstracts received from each reporting facility that includes facility ID, number of abstracts received, date received, format of data received and NAACCR version if electronic submission.
- 5.11. Within 30 days of the contract start date, obtain from the prior NHSCR vendor copies of hard copy logs and electronic logs of abstracts submitted to NHSCR. Maintain these files or modify or upgrade them with the approval of DHHS. The DHHS will provide necessary contact information and facilitate this transfer.
- 5.12. Upgrade or replace user software and or hardware and make necessary changes to customize software because of advancing technology and or modifications required by DHHS, NPCR or NAACCR standards. Make further upgrade(s) or replacements(s) during the life of this contract, at an additional negotiated price, if so requested by DHHS and subject to all necessary state approvals.
- 5.13. Within 30 days of the contract start date, provide means for DHHS staff approved by the DHHS to periodically receive data from NHSCR, while maintaining data security.
- 5.14. Develop and implement procedures for granting access to data to approved NHSCR staff.

6. Database Management Activities

- 6.1. Develop and implement procedures for the timely and accurate consolidation of cancer reports within 30 days of the contract effective date;
- 6.2. Consolidate tumor records and treatment information in accordance with standards set forth by NPCR, NAACCR or the SEER.
- 6.3. Perform routine, standard edit checks on all reports received in accordance with NPCR and NAACCR standards. The contractor shall be responsible for the accuracy of the data it codes, edits and consolidates and for maintaining the integrity of the data from year to year. At a minimum, the editing and review of data would include:
 - 6.3.1. Routine visual review of abstracts and error reports;
 - 6.3.2. Installation and use of the most recent standard edit set metafiles as chosen by the DHHS and the Contractor;
 - 6.3.3. Detection of errors during editing, documentation of errors found and corrections of errors detected;

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Exhibit A

- 6.3.4. Detection and consolidation of multiple abstracts tumor records) received during the contract that match cases reviewed in current or prior years;
 - 6.3.5. Detection and removal of duplicate consolidated cases (that is two or more consolidated records for the same tumor in an individual);
 - 6.3.6. Describe strategy for the routine, continual detection and removal of the duplicates from the NHSCR database –even after current accession year has closed.
- 6.4 Assure that the individual case records in the NHSCR automated database are computer-edited for duplicate records, invalid coding, improbable values, and inconsistencies prior to statistical processing and data compilation for analytical purposes. Areas to be edited include, but are not limited to:
1. Data Range Checks;
 2. Geographic Coding Assignment;
 3. Duplicate Record Checks;;
 4. Invalid values
 5. Relational Items as follows:
 - i. City at diagnosis field must only have values that exactly match legitimate New Hampshire City, town, or village names in list supplied by DHHS.
 - ii. City at diagnosis, the code for county and state of diagnosis must always agree and where city at diagnosis exists, a code for county at diagnosis must be provided.
 - iii. Vital status and cause of death fields must agree and cause of death must be a valid ICD-10 cause of death code or one of the special NAACCR codes.
 - iv. Records should be checked to make sure that the physician's name is correctly entered into first and last name fields.
 - v. Records should be checked to compare sex of patient and the first name of the patient as a guide for determining correct entry of the record.
 - vi. No logical conflicts shall exist between all the treatment diagnosis fields and the related reason for no treatment fields.
 - vii. Apply applicable NPCR and NAACCR Central Registry edits to data fields.
- 6.5 Geocode all cancer reports of New Hampshire residents for address and census tract, for a given year and accurately incorporate new and revised coding into NHSCR database.

7 Penetration Internal Security Testing

- 7.1 The State will perform Penetration Testing of the Internal Security of the Contractor's IT system as defined in the Exhibit A-1 Additional Cancer Data Registry Technical Requirements.
- 7.2 The State and Contractor shall determine a mutually agreed upon date for the Penetration Testing and perform the testing within 90-days of the effective date of the Contract.
- 7.3 The Contractor shall work with the State to negotiate a mutually agreeable remediation plan within 180-days of the Contract effective date.
- 7.4 The contractor shall, as a part of the remediation plan process, fully assess all vulnerabilities identified in the penetration test results. The contractor will acknowledge and accept all

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vulnerabilities and findings of the penetration test and develop an assessment report that describes, for each vulnerability identified, the root cause, the risk level to the Department, the potential adverse impact to the Department, the level of effort required to remediate in man hours, the resource type or skillset required to remediate, and the cost to remediate. The contractor shall remediate all high risk findings as identified by the Department except where the remediation cost to the Contractor is unacceptable, in which case, the Contractor will work with the Department in good faith to identify appropriate means, alternatives, and or compensating controls to address the vulnerabilities identified.

8. Information and System Security Policies and Procedures

- 8.1. Maintain the confidentiality and integrity of information in accordance with the Health Insurance Portability and Accountability Act, Public Law 104-191 (<https://aspe.hhs.gov/report/health-insurance-portability-and-accountability-act-1996>) and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 (<http://www.hipaasurvivalguide.com/hipaa-regulations/hipaa-regulations.php>) and those parts of the HITECH Act as applicable (<http://www.hipaasurvivalguide.com/hitech-act-summary.php>). The contractor shall also maintain and protect the confidentiality of the database and information obtained and maintained during this contract in accordance to NH RSA 141-B (<http://www.gencourt.state.nh.us/rsa/html/X/141-B/141-B-mrg.htm>) and NH Administrative Rules He-P 304 (http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html) and shall acknowledge agreement with the Data Use Policy of the DHHS, which views NHSCR database as DHHS-owned database, with data release subject to restrictions and conditions.
- 8.2. Preserve the confidentiality, integrity, and accessibility of State of New Hampshire data with administrative, technical and physical information security controls and measures that conform to all application, federal, state, and industry standards, such as NIST 800-53v4; which the Contractor applies to its own information processing environment, and ensures the same is applied to any other subcontractor(s) information processing environments utilized to process or store State of New Hampshire protected data.
- 8.3. Maintain the security of the system environment in accordance with the requirements of the Cancer Data Registry Technical Requirements in Appendix F, the United States Commerce Department's National Institute of Standards and Technology (NIST) Special Publication 800-53 and the Open Web Application Security Project (OWASP).
- 8.4. Maintain a system security and integrity manual which includes plans, procedures and protocols for ensuring that the contractor's NHSCR system will be properly secured, maintained and updated throughout the contract term.
- 8.5. Within 14 days after initial contract start date, implement a series of internal procedures to ensure that:
 1. Access to automated information is restricted to authorized persons, on a needed basis, and control is maintained over all the documents that contain sensitive information to ensure that these documents are available only to authorized persons.
 2. Implement full security measures to ensure the security and quality of all the elements in the NHSCR database through procedures that shall include the following:
 - i. Ensure that equipment is protected from theft and accidental or deliberate damage or misuse
 - ii. Ensure that once computer programs and data sets are completed and in routine use, they are protected against tampering. Carefully control access to and

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- maintenance of computer programs and NHSCR database.
- iii. Ensure that copies of original data submitted are maintained and never altered.
 - iv. Ensure that data are protected against inadvertent or deliberate destruction, modification, or dissemination.
 - v. Ensure procedures for backup, archiving, and disaster recovery for computer programs and NHSCR database.
 - vi. Ensure that password are changed, access denied and other security procedures are in place to protect against ongoing access and sabotage when staff resign, are terminated, or no longer assigned to NHSCR contract.
- 8.6. Maintain the security and integrity of the NHSCR data. Re-process data at no additional cost to the DHHS in accordance with DHHS instructions if the DHHS or contractor finds that contractor has corrupted, altered, tampered with, or improperly coded/processed any data sets during the duration of the Contract.
- 8.7. Immediately report to the DHHS all errors or anomalies in the NHSCR data which could reasonably believe to suggest that security or integrity of the NHSCR or its data may be compromised. The results of any analysis shall be reported to the DHHS and, in addition, the steps it has taken or intends to take to ensure security and integrity of the NHSCR and its data.
- 8.8. Implement appropriate policies, procedures and protocols to identify active breaches or threatened breaches of the NHSCR security integrity.
- 8.9. Report to DHHS any suspected breach to the NHSCR data in accordance with Table 1 - Cancer Data Registry Technical Requirements, A,-7.

9. Training and Education

- 9.1. Provide consultation, technical assistance, and training to assure accurate, timely and complete data from reporters (registrars, medical record personnel, providers and abstractors) at reporting facilities.
- 9.2. The contractor shall provide technical assistance by phone or in person to individual reporting facilities and providers during normal weekday business hours; response time for telephone consultation shall be no longer than one working day after request is received or for onsite consultation, no longer than 10 working days.
- 9.3. The contractor shall assess the training needs of various reporting facilities; develop written guidance, policies and procedures for reporting facilities; and provide technical assistance and training for reporting facilities
- 9.4. Annually, convene state cancer registrars meeting to include educational and technical sessions to cancer registrars of New Hampshire hospitals to foster compliance with reporting requirements as developed by the DHHS.
- 9.5. Provide twice annually, web-based training and education sessions to cancer registrars of New Hampshire hospitals on topics identified by the contractor in consultation with DHHS that will help improve cancer reporting. These may include instruction on proper cancer coding; use of edit sets; new software etc.

10. Quality Control and Assurance (QA/QC) Activities

- 10.1. Carry out quality assurance and control activities to assure appropriate data coding, consolidation and documentation, and assure complete case ascertainment and high quality data from all reporting sources in accordance with NH rules and regulations, NAACCR, and NPCR standards.

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- 10.2. Implement, within 30 days of the contract effective date, a QA/QC Implementation plan (including timeline) which at minimum includes the following activities and routine operations:
 - 10.2.1. Assignment of qualified individuals to perform QA/QC activities;
 - 10.2.2. A routine schedule for edits and internal management reports;
 - 10.2.3. A routine schedule for internal audits for QA/QC and data security and provision of these reports to DHHS. The plan shall include written procedures for the internal monitoring of quality assurance procedures and written procedures/steps implemented if quality control goals are not met;
 - 10.2.4. Procedures for documenting edits/changes made to data during processing;
 - 10.2.5. Routine training, assessment and professional development of the contractors' staff.
- 10.3. Perform case finding activities utilizing traditional and non-traditional sources to assure timeliness and completeness of cancer reporting.
- 10.4. By October 31st of each year, obtain from each reporting hospital "diagnostic index" for case finding at all hospital reporting facilities. A diagnostic index is a detailed patient listing of all discharges meeting certain definitions in medical records coding. Encourage facilities to submit electronic diagnostic indices.
- 10.5. By October 31st of each year, the contractor shall complete Death Clearance.
- 10.6. For each hospital, as resources allow, the key variables specified by NAACCR and NPCR will be selected for visual editing of 25 cases at least every five (5) years for experienced registrars, but up to 100 annually for less experienced registrars or registrars who have not achieved an error rate of <2%. If, after review and discussion with the hospital registrar, the error rate identified in total from these fields is greater than 2%, then the NHSCR will continue to visually edit cases from that hospital and will work with the hospital registrar to improve abstracting.
- 10.7. Cleanliness of the database shall be, at a minimum, in accordance with accepted NAACCR standards. A 2% error rate threshold shall be the guide for visual editing of hospital registry accuracy.

11. Reporting Activities

- 11.1. Produce quarterly timeliness and completeness reports by hospital to monitor case reporting activities. Supply aggregate timeliness and completeness reports to DHHS on a quarterly basis, stating which hospitals are delinquent in their reporting and the steps taken to improve reporting from delinquent hospitals.
- 11.2. Provide the DHHS with a commentary relating to the annual reports provided by NPCR and NAACCR. Contingent upon receipt of complete death certificate data from New Hampshire Vital Records provide an annual report monitoring completeness estimating the percent of cases with histological verification (HV%). Submit a report to DHHS upon completion of the contract period or reasonable amount of time when the NAACCR and NPCR reports are available.
- 11.3. Prepare and submit to the DHHS staff a semi-annual review of contract progress by January 15 and August 15 of the contract period. Provide an update of progress on all contract items through the routine semi-annual NHSCR progress report or work plan.
- 11.4. Cooperate with any audit of NHSCR for data quality by NPCR or NPCR designated contractor. Submit to DHHS a summary of this audit upon completion.

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- 11.5. Provide by December 31 of each year of the contract, a finalized data set that has undergone complete QA/QC process. The extract of the data would cover from January 1, 1995 to date.
- 11.6. Provide the DHHS an extract of the complete NHSCR database from Jan 1, 1995 to date upon request.
- 11.7. Upon approval from the DHHS, submit finalized datasets to NAACCR and to NPCR as specified by the NAACCR and NPCR standards and Call for Data requirements. Submit copies of each of these submissions to DHHS.
- 11.8. Provide cancer case data to and receive data from states with which DHHS has a data exchange agreement, in accordance with the terms of the exchange agreement. The data shall be submitted using the agreed upon NAACCR format and will have been edited to the best extent possible. The DHHS currently has exchange agreements with 7 states and additional agreements may be executed by the DHHS during the life of this contract and shall be accommodated by the contractor.
- 11.9. Upon approval of the DHHS, provide selected health researchers, with electronic copies of NHSCR data for certain specific data elements requested and cleared by DHHS.
- 11.10. Upon approval from the DHHS, provide data to the Vermont Breast and Cervical Program for breast and cervical cancer cases among Vermont residents diagnosed in New Hampshire in accordance with the program's approved application for data release by DHHS.
- 11.11. Upon approval from the DHHS, provide colorectal cancer case data to the NH Colorectal Cancer Screening Program in accordance with the program's approved application for data release by DHHS.
- 11.12. Upon approval from the DHHS, provide breast cancer case data to the NH Mammography Network in accordance with the program's approved application for data release by DHHS; receive cancer case data from the NH Mammography Network.
- 11.13. Direct any requests for data or analysis of NHSCR data from researchers, the media or general public to the DHHS within 3 working days of receipt of the request.

12. Other Programmatic Activity

- 12.1. The Contractor shall make available key personnel to meet with appropriate DHHS personnel, as requested, to discuss policies and procedures, ongoing activities, contract deliverables, performance measures, review contract performance and transition to new contractor, etc.
- 12.2. The Contractor may include travel funds for appropriate staff to attend the National Cancer Registrars Association (NCRA) and NAACCR meetings annually for staff development.
- 12.3. Convene annually New Hampshire State Cancer Registry Advisory Panel to assist in building consensus, cooperation, and planning for the registry and to enhance chronic disease program coordination and collaboration. Representation should include key organizations and individuals both within (e.g. representatives from all cancer prevention and control components and chronic disease program) and outside the program (e.g. hospital cancer registrars, the American Cancer Society, American College of Surgeons liaison, clinical-laboratory personnel, pathologists, and clinicians).
- 12.4. Participate as an active member when needed in New Hampshire Comprehensive Cancer Collaboration.

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- 12.5. Participate as an active member with DHHS to collaborate in applying for grants that DHHS is interested, regardless as to who receives the actual funding. Both DHHS and contractor agree to consider the others' expenses and needs for operation and program growth when applying for grants and distribution of financial resources when funding is received.
- 12.6. Provide Ad-hoc services related to cancer epidemiology. Working with DHHS staff at DHHS offices, the time spent may be up to 12 hours per week on such tasks, as long as suitably qualified staff is available. These tasks will be mutually agreed upon by the contractor and the DHHS, and supervised by the DHHS staff. Tasks associated with these services may include:
 1. Assist in the preparation of data and narrative for the annual cancer report for New Hampshire;
 2. Assist in the investigation of cancer clusters and response to concerns about the occurrence of cancer clusters in New Hampshire;
 3. Assist with the preparation of manuscripts for publication and develop preparatory materials for professional meetings based on the DHHS needs.
 4. Provide Institutional Review Board (IRB review) for the DHHS cancer registry section (i.e. Cancer cluster investigations).
 5. Enter into agreements with other organizations as needed for processing data according to the NPCR standards, for example, with the National Death Index to obtain death data, and with the Veterans Administration (VA) to obtain VA cancer data.

13. Centers for Disease Control and Prevention (CDC) Cooperative Agreement Activities

- 13.1. Assist in drafting goals and program objectives, progress reports and NHSCR budgets as requested by DHHS for the purposes of the New Hampshire's application for the CDC Continuing Cooperative Agreement for Enhancement of State Cancer Registries.
 - 13.1.1. Provide all contractor-specific documentation and assurances necessary for the application.
 - 13.1.2. The contractor agrees that the application for the CDC Cooperative Agreement will be submitted for and all funding will be awarded to the DHHS;
 - 13.1.3. Identify contractor contributions to the NHSCR effort, not state general funds or federal funds that would be applied to a direct or in-kind match that may be required for application for the CDC cooperative agreement;
 - 13.1.4. Informs the DHHS within one (1) working day of any cooperative agreement related inquiries by CDC project or grants management staff;
 - 13.1.5. Appropriate representatives from the contractor staff shall represent the NHSCR on the NPCR and NAACCR- task force, users group and or committees to learn recent updates, issues and share NH experiences with all other states and will keep DHHS fully informed of all such activities;
 - 13.1.6. Where appropriate, NHSCR will communicate directly with NPCR and NAACCR on technical matters of cancer surveillance, standards and submissions to NPCR and NAACCR and will keep DHHS fully informed of all such activities.

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14. Transition Activities

- 14.1. If Contractor is not able to fulfill the terms of this contract and solicitation of a new vendor is necessary, the Contractor shall assist with the transition to a new vendor. Within two (2) months of the end of the contract term, the Contractor shall:
 - 14.1.1. Provide the new vendor with a copy of the latest version of the NHSCR database; the reporters' database; preregistration log; and the original copies of all the backups of the database.
 - 14.1.2. Write up procedures used to purge all NHSCR data from vendor's hardware and send the procedures to DHHS for review and approval. After approval of the procedures by the DHHS, purge all NHSCR data from the hardware of vendor.
 - 14.1.3. Within 30 days before the end of the contract period, train up to four people employed by the new vendor, by means of a reasonable exchange of information on administration of the NHSCR database, including an overview of reporters and data exchange processes with other states. The training is anticipated to involve at least the vendor's database manager and Quality Assurance supervisor for approximately two days.
 - 14.1.4. Provide the DHHS with any: hard copy of abstracts and pathology reports submitted by reporting facilities; electronic diskettes; and all documentation of interaction with reporting facilities.
 - 14.1.5. Provide DHHS with a hard and electronic copy of the latest version of the operation manual; system security and integrity manual; and all other materials developed for the work process of NHSCR during the contract process.
 - 14.1.6. Close the web access for reporting facilities so that facilities can no longer upload data of NHSCR data to the incumbent vendor.

15. Deliverables and Key Performance Indicators

- 15.1. The Contractor shall ensure that following performance indicators in Table 1 are annually achieved and monitored monthly to measure the effectiveness of the agreement.
 - 15.1.1. All date references in Table 1 shall be used for this contract unless otherwise specifically noted in the main body of this contract.
 - 15.1.2. All time periods are calendar days and not business days unless otherwise specifically noted in the main body of this contract.
- 15.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any deliverable and/or performance indicator that was not achieved.

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Exhibit A

TABLE 1

Description of Key Variables	Section Number	Initial Term
Work Plan	2.1	30 days
Fully Qualified Staff	2.2	30 days
Allow DHHS Participation	2.4	Ongoing
Case Reporting	3 - 4	Ongoing
Create/Update operation manual	4.7	30 days & ongoing
IT Infrastructure/Webserver	5.8	30 Days
Install Registry Software and prior data	5.7 - 5.8	30 days
Processes for laboratory and pathology reports	4 - 5	30 days
Reporters database	5.9	30 days
Registration log	5.10	30 days
Upgrade/Replace software	5.11	ongoing
DHHS data access	5.12- 5.13	30 days & as needed
Procedures for Consolidation of cases and reports	6.1	30 days
Run edit checks	6.3	Ongoing
Geocoding	6.4.2	Ongoing
System security and policies and procedures	7.2-7.3	14-60 days
Responsibility for consultation/assessment	8.1-8.2	Ongoing
QA/QC Plan	9.2	30 Days
Case Finding and Diagnostic Indices	9.4	October 31 of each year
Death Clearance	9.5	October 31 of each year
Quarterly Facility Reports	10.1	Once in 4 months
Histological Verification Report	10.2	Yearly
Semi Annual progress Report	10.3	January 15 & August 15 of each year
Final Incidence dataset	10.5	January 30 of each year
Extract of Incidence dataset	10.6	Ongoing
NPCR and NAACCR Annual Report	10.7	Yearly
Submit data to NPCR	10.7	November 30 of each year
Submit data to NAACCR	10.7	November 30 of each year
Interstate Data Exchange	10.8	Ongoing
Release of Data to researchers	10.9	Ongoing
Patient Centered Outcomes data	10	With Final Incidence dataset in 2016 and 2017 only, subject to funding
Attend Meetings	11.2	Ongoing
CDC Cooperative Agreement Activities	12	Ongoing
Transition Activities	13	2 months



Exhibit A-1

Additional Cancer Data Registry Technical Requirements

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
A GENERAL DATA SECURITY AND PRIVACY		
A.1 The Vendor shall be strictly prohibited from releasing or using data or information obtained in its capacity as a collector and processor of the data for any purposes other than those specifically authorized by DHHS. Failure to comply could be a violation of NH laws and rules and may lead to voiding of the Contract.	Yes	
A.2 The Vendor shall conduct an annual security assessment, performed by an independent third-party security vendor, to verify that the Vendor's environment containing the project's data is secure. Broader Vendor-wide assessments that include the project's systems are acceptable. The Vendor shall provide certification of assessment to DHHS.	Yes	<p>The Contractor will conduct an external security assessment within the next 12 months and has agreed to arrange for NHSCR to be specifically examined.</p> <p>The Contractor's Proposal Response to Information Technology questions dated October 3, 2016, providing additional details and specifics of the external security audit and assessments, is hereby incorporated by reference as fully set forth herein.</p> <p>The State and Contractor shall negotiate a mutually agreeable remediation plan within 180 days of the effective date of the Contract.</p>
A.3 As the state's agent, the Vendor must provide certification of compliance with the requirements of the Health Insurance Portability & Accountability Act (HIPAA) and DHHS' standard business associate agreement.	Yes	

New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A-1

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
A.4 As the state's agent, the Vendor must provide certification of compliance with the requirements of the United States Commerce Department's National Institute of Standards and Technology (NIST) and the Open Web Application Security Project (OWASP).	Yes	Trustees of Dartmouth College's letter in the Proposal dated August 31, 2016 that covers their WebPlus application (Appendix 2), which is the only public facing component of NHSCR IT operations, is hereby incorporated by reference as fully set forth herein.
A.5 In carrying out the duties of this Contract, the Vendor shall be the agent and business associate of DHHS. As such, it is bound by applicable State and federal laws regarding health care information.	Yes	
A.6 The Vendor shall provide access to the State with a secure FTP or web site to be used by the State for uploading and downloading files.	Yes	
A.7 The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of the occurrence.	Yes	
A.8 The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	Yes	
A.9 The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	Yes	As agreed in Exhibit C-1 of the Contract.
B APPLICATION SECURITY REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
B.1 Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	Yes	
B.2 Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	Yes	
B.3 Enforce unique user names.	Yes	
B.4 Enforce complex non-reusable passwords of ten (10) characters or more that contain at least one upper case, one lower case, one numeric, and one symbol.	Yes	

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New Hampshire Department of Health and Human Services
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Exhibit A-1

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
B.5 Passwords should be forced to an Administrator reset after three (3) failed attempts.	Yes	<p>The Contractor's Proposal Response to Information Technology questions dated October 3, 2016, providing additional details and specifics of the password multifactor process, is hereby incorporated by reference as fully set forth herein.</p> <p>The State and Contractor shall negotiate a mutually agreeable remediation plan within 180 days of the effective date of the Contract.</p>
B.8 Encrypt passwords in transmission and at rest within the database.	Yes	
B.7 Expire passwords after ninety days.	Yes	<p>The Contractor's Proposal Response to Information Technology questions dated October 3, 2016, providing additional details and specifics of the password expiration process, is hereby incorporated by reference as fully set forth herein.</p> <p>The State and Contractor shall negotiate a mutually agreeable remediation plan within 180 days of the effective date of the Contract.</p>
B.8 Authorize users and client applications to prevent access to inappropriate or confidential data or services.	Yes	
B.9 Provide the ability to limit the number of people that can grant or change authorizations	Yes	
B.10 Provide the ability to enforce session timeouts during State-defined periods of inactivity.	Yes	

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Exhibit A-1

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
B.11 Ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	Yes	As described above in A2, we will test for security flaws and address them according to the findings of testing procedures. The State and Contractor shall negotiate a mutually agreeable remediation plan within 180 days of the effective date of the Contract.
B.12 The application shall not store authentication credentials or Sensitive Data in its code.	Yes	
B.13 Audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements	Yes	
B.14 The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for six (6) months	Yes	The Contractor's Proposal Response to Information Technology questions dated October 3, 2016, providing additional details and specifics of the logging functionality process, is hereby incorporated by reference as fully set forth herein. The State and Contractor shall negotiate a mutually agreeable remediation plan within 180 days of the effective date of the Contract.
B.15 The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	Yes	
B.16 The Application Data shall be protected from unauthorized use when at rest	Yes	
B.17 Keep any Sensitive Data or communications private from unauthorized individuals and programs.	Yes	
B.18 Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	Yes	

Trustees of Dartmouth College

Exhibit A-1 Additional Cancer Data Registry Technical Requirements

Contractor Initials

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New Hampshire Department of Health and Human Services
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Exhibit A-1

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
B.19 Conform to all State and Federal laws and regulations regarding data security	Yes	
B.20 Create change management documentation and procedures	No	NHSCR does not develop nor do software maintenance on user applications, so this item is not applicable.
C HOSTING REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
C.1 The Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the system and data submitters and the State with permission based logins. • Access will be via Internet Explorer Version 11, or as otherwise agreed to by DHHS.	Yes	
C.2 The Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and for any other conditions arising on the data submitters internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the data submitters Internet Service Provider.	Yes	
C.3 Vendor shall provide a secure Tier 3 or 4 Data Center providing equipment, an on-site 24/7 system operator, managed firewall services, and managed backup Services.	Yes, Tier 3	
C.4 The Vendor must monitor the application and all servers.	Yes	
C.5 The Vendor shall manage the databases and services on all servers located at the Vendor's facility.	Yes	
C.6 The Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	Yes	
C.7 The Vendor shall monitor System, security, and application logs.	Yes	
C.8 The Vendor shall manage the sharing of data resources.	Yes	
C.8 The Vendor shall manage daily backups, off-site data storage, and restore operations.	Yes	
C.10 The Vendor shall monitor physical hardware.	Yes	
C.11 The Vendor shall provide validation that they have adequate disaster recovery procedures in place.	Yes	
C.12 The Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	Yes	

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Exhibit A-1 Additional Cancer Data Registry Technical Requirements

Contractor Initials

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Exhibit A-1

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
C.13 The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	Yes	
C.14 The Vendor shall adhere to a defined and documented back-up schedule and procedure.	Yes	
C.15 Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	Yes	
C.16 Scheduled backups of all servers must be completed weekly.	Yes	
C.17 The minimum acceptable frequency is differential backup daily, and complete backup weekly.	Yes	
C.18 Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	Yes	
C.19 If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	Yes	
C.20 Data recovery - In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	Yes	<p>The Contractor's Proposal Response to Information Technology questions dated October 3, 2016, providing additional details and specifics of the data recovery process, is hereby incorporated by reference as fully set forth herein.</p> <p>The State and Contractor shall negotiate a mutually agreeable remediation plan within 180 days of the effective date of the Contract.</p>
D HOSTING REQUIREMENTS - NETWORK ARCHITECTURE	VENDOR RESPONSE	VENDOR COMMENTS
C.21 The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.5% uptime, exclusive of the regularly scheduled maintenance window.	Yes	

JMM

Date 10/24/16

New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A-1

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
C.22 The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	Yes	
C.23 The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	Yes	
C.24 Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	No	This is not applicable because there is no relevant state business application.
E HOSTING REQUIREMENTS - SECURITY	VENDOR RESPONSE	VENDOR COMMENTS
C.25 The Vendor shall employ security measures that ensure the State's data is protected.	Yes	
C.26 If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	No	This is not applicable as the data are hosted on a single server.
C.27 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, shall have aggressive intrusion-detection and firewall protection.	Yes	
C.28 All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity, and availability.	Yes	
C.29 In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	No	This is not applicable as NHSCR does not develop any code that is used in production of an application such as WebPlus. NHSCR does make extensive use of programs written in SAS, SPSS or Excel.
C.30 The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	Yes	

New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A-1

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
C.31 The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	Yes	
F HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT	VENDOR RESPONSE	VENDOR COMMENTS
C.32 The DHHS and Health Facilities shall have unlimited access, via phone or Email, to the Vendor Help Desk technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	Yes	
C.33 The Vendor telephone or e-mail response time for technical support shall be no more than twenty-four (24) hours.	Yes	NHSCR is prepared to respond during normal business hours, 8:00 AM to 4:30 PM, Monday through Friday EST. This has worked well with our reporters.
C.34 The Vendor shall guarantee 99.5% uptime, exclusive of the regularly scheduled maintenance window	Yes.	The Applicant, an academic institution, is not in a position to guarantee uptime although in the normal course of business, it approaches 99.5%.
G. ADDITIONAL QUESTIONS	VENDOR RESPONSE	VENDOR COMMENTS
C.35 The Vendor shall provide a written description of the Registry Plus Suite options used by NHSCR.	Yes	The Contractor's Proposal Response to Information Technology questions dated October 3, 2016, providing additional details and specifics of the Registry Plus Suite, is hereby incorporated by reference as fully set forth herein. The State and Contractor shall negotiate a mutually agreeable remediation plan within 90 days of the effective date of the Contract.

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New Hampshire Department of Health and Human Services
Cancer Registry Operations



Exhibit A-1

CANCER DATA REGISTRY TECHNICAL REQUIREMENTS	VENDOR RESPONSE	VENDOR COMMENTS
<p>C.36 The technical information from the CDC on the Registry Plus suite indicates that customization to the code is allowed. Does Dartmouth intend to do that or are they providing an "out of box" install? That will impact whether application security is in scope for what Dartmouth provides to the State. The technical specifications for Registry Plus are six (6) years old (http://www.cdc.gov/cancer/nocr/pdf/registryplus/registry_plus_requirements.pdf) so the chances are higher that there is some security concerns about this software. A quick read shows the .Net framework is .Net 1.1 which is obsolete. The Vendor shall provide updated technical specifications.</p>	<p>Yes</p>	<p>See C35. The State and Contractor shall negotiate a mutually agreeable remediation plan within 90 days of the effective date of the Contract.</p>
<p>C.37 The CDC's documentation puts a high level of the security on the infrastructure that runs the system (from requirements, page 7) The security of Web Plus depends mostly on the security of the client computer, the communication channel between the client and the Web server, the Web server, the base operating system, and the configurations of the firewalls on either side of the Web server. It is very important that the hosting agency have a security policy in place and document the users (and their assigned roles) who have access to Web Plus. The hosting agency is responsible for encrypting the Web Plus database if required. Strong passwords are recommended, and account sharing should be prohibited. For further information, visit Web Plus Security Features (http://www.cdc.gov/cancer/nocr/tools/registryplus/wp_security.htm) and Maximizing Data Security in WebPlus (http://www.cdc.gov/cancer/nocr/tools/registryplus/wp_security2.htm).</p>	<p>Yes</p>	<p>The Contractor's Proposal Response to Information Technology questions dated October 3, 2018, providing additional details and specifics of the Cancer Registry Operations security of Web Plus, is hereby incorporated by reference as fully set forth herein. The State and Contractor shall negotiate a mutually agreeable remediation plan within 90 days of the effective date of the Contract.</p>
<p>C.38 Penetration Internal Security Testing. The State will perform Penetration testing, and based on results, work with the Contractor to negotiate a mutually agreeable remediation plan within 180 days of the Contract effective date</p>	<p>Yes</p>	<p>The State and Contractor shall determine a mutually agreed upon date for penetration testing and perform the penetration testing within 90 days of the effective date of the Contract.</p>

[Handwritten Signature]

Date 10/31/14



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.

1.1. This contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) numbers:

- 79% federal funds from the US Centers for Disease Control & Prevention, NH Comprehensive Cancer Control Program & Cancer Registry Grant, CFDA #93.752, Federal Award Identification Number (FAIN), NU58DP003930.

- 21% general funds.

1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service and Exhibit A-1 Additional Cancer Data Registry Technical Requirements, in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.

2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.

2.3. 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. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

2.4. 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.

2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPMScontractbilling@dhhs.nh.gov

3) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

JMR

10/21/16

Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Trustees of Dartmouth College

Budget Request for: Cancer Registry Operations
(Name of RFP)

Budget Period: 8FY 2017 (11/1/16 through 6/30/17)

Line Item	Direct Incremental	Indirect Fixed	Total	Required Match	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 278,890.00	\$ 27,889.00	\$ 306,779.00	\$ -	Dartmouth College is allowing a substantially reduced 10% Indirect cost rate from the usual rate of 62%. Geisel School of Medicine provides office space, communications, and
2. Employee Benefits	\$ 81,572.00	\$ 8,157.00	\$ 89,729.00	\$ -	
3. Consultants	\$ 73,471.00	\$ 7,347.00	\$ 80,818.00	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 3,580.00	\$ 358.00	\$ 3,938.00	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 3,960.00	\$ 396.00	\$ 4,356.00	\$ -	
6. Travel	\$ 21,948.00	\$ 2,195.00	\$ 24,143.00	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	
Postage	\$ 3,680.00	\$ 368.00	\$ 4,048.00	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 8,183.00	\$ 818.00	\$ 9,001.00	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	
Membership	\$ -	\$ -	\$ -	\$ -	
Tumor Registry Effort	\$ -	\$ -	\$ -	\$ -	
DC Contribution of Indirect Costs	\$ -	\$ -	\$ -	\$ 55,987.00	
	\$ -	\$ -	\$ -	\$ 106,257.00	
	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 477,074.00	\$ 47,707.00	\$ 524,781.00	\$ 162,244.00	

Indirect As A Percent of Direct

10.0%

Contractor Initials:

gmm
10/3/16

Date:

Exhibit B-2 Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Trustees of Dartmouth College

Budget Request for: Cancer Registry Operations
(Name of RFP)

Budget Period: SFY 2018 (7/1/17 through 6/30/18)

Line Item	Direct Incremental	Indirect Fixed	Total	Required Match	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$410,467	\$ 41,047.00	\$ 451,514.00	\$ -	Dartmouth College is allowing a substantially reduced 10% indirect cost rate from the usual rate of 62%. Geisel School of Medicine provides office space, communications, and administrative
2. Employee Benefits	\$123,141	\$ 12,314.00	\$ 135,455.00	\$ -	
3. Consultants	\$ 4,205.00	\$ 421.00	\$ 4,626.00	\$ -	
4. Equipment:	\$ 4,892.00	\$ 489.00	\$ 5,381.00	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 5,438.00	\$ 544.00	\$ 5,983.00	\$ -	
6. Travel	\$ 30,900.00	\$ 3,090.00	\$ 33,990.00	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	\$ -	
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	
Postage	\$ 5,149.00	\$ 515.00	\$ 5,664.00	\$ -	
Subscriptions	\$ 840.00	\$ 84.00	\$ 924.00	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 16,485.00	\$ 1,647.00	\$ 18,132.00	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 3,090.00	\$ 309.00	\$ 3,399.00	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	
Membership	\$ 1,210.00	\$ 121.00	\$ 1,331.00	\$ -	
Tumor Registry Effort	\$ -	\$ -	\$ -	\$ 87,208.00	
DC Contribution of Indirect Costs	\$ -	\$ -	\$ -	\$ 148,372	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 603,598.00	\$ 60,561.00	\$ 664,159.00	\$ 235,878.00	

Indirect As A Percent of Direct

10.0%

Contractor Initials:

Jmm
10/24/16



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 Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party 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;

Contractor Initials *JMM*
Date *6/21/14*



- 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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

[Handwritten Signature]
Date 1/10/30/16



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

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10/31/14

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

JMM
10/31/14



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to, clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Extension:**

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. **Limitation of Liability**
 - 4.1. **State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Contractor shall not exceed the total Contract price set forth in Contract Agreement - General Provisions, Block 1.8.

JM
Date 10/31/16



Exhibit C-1

4.2. Contractor

Subject to applicable laws and regulations, in no event shall Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement - P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to Contractor's Indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification*.

4.3 State's Immunity

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 shall survive termination or Contract conclusion.

JMP
10/24/16



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 21681-21681), 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
128 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

[Signature]
10/21/16

New Hampshire Department of Health and Human Services
Exhibit D



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)

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

Contractor Name: Trustees of Dartmouth College

Date

10/31/16

Name:
Title:

Jimmie

JIM M. MORTALI, Director
Office of Sponsored Projects



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

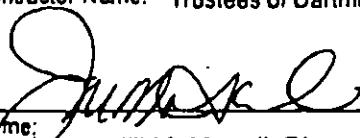
The undersigned certifies, to the best of his or her knowledge and belief, that:

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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Trustees of Dartmouth College

10/31/16
Date


Name: Jill M. Mortall, Director
Title: Office of Sponsored Projects



**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 Order 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

JMM
Date *10/31/16*



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

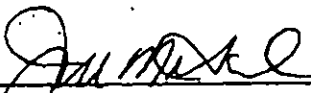
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (f)(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: Trustees of Dartmouth College

Date 10/2/16


Name: _____
Title: Jill M. Mortall, Director
Office of Sponsored Projects



**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 784), 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, 1685-88), 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. 54712 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.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date

10/31/16

New Hampshire Department of Health and Human Services
Exhibit G



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: Trustees of Dartmouth College

10/31/14
Date

Name Jill Mortall
Title

Jill M. Mortall, Director
Office of Sponsored Projects

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials JMM



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: Trustees of Dartmouth College

Date: 10/31/10


Name: _____
Title: Jill M. Mortali, Director
Office of Sponsored Projects

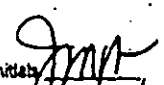

10/31/10



Exhibit I

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, 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 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.

JMT
10/21/14



Exhibit I

- l. **"Regulated 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



Exhibit I

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:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o 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 (I). 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

[Handwritten Signature]
10/31/14



Exhibit I

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 164.528.
- 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

Jmm
Date *11/3/14*



Exhibit I

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.

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Contractor Initials


[Signature]
Date 10/31/14

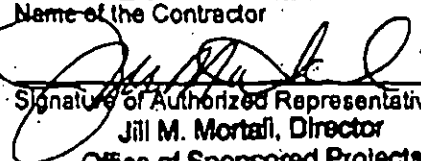


Exhibit I

- 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
The State

 Signature of Authorized Representative
 Marcella J. Bobinsky, MPH
 Name of Authorized Representative
 Acting Director
 Title of Authorized Representative
 Date 11/1/16

Trustees of Dartmouth College
Name of the Contractor

 Signature of Authorized Representative
 Jill M. Mortali, Director
 Office of Sponsored Projects
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 Date 10/31/16

Contractor Initials AMN
 Date 10/31/16



**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.

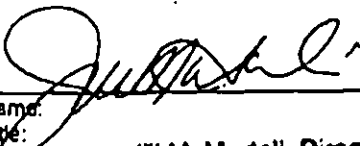
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

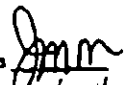
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Trustees of Dartmouth College

10/31/14
Date


Name:
Title:

Jill M. Mortali, Director
Office of Sponsored Programs


10/31/14



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: 24-102-7822
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

JMM
Date 10/2/10