



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

Jeffrey A. Meyers
 Commissioner

Deborah H. Fournier
 Medicaid Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9422 1-800-852-3345 Ext. 9422
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2017

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, Office of Medicaid Services to enter into a **sole source** Agreement with the University of New Hampshire, Institute for Health Policy and Practice, Durham, NH, (vendor number 92050) to provide technical assistance and consultation services to the Department to establish and maintain a health services delivery system for the New Hampshire Medicaid population and to administer the incentive program for Medicaid's Health Information System, in the amount of \$2,311,157 effective July 1, 2017 or the date of Governor and Executive Council approval, whichever is later, through June 30, 2019. This two-year Cooperative Project shall be carried out under the terms and conditions of the Master Agreement of Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified in this Cooperative Project Agreement. 77% Federal Funds, 23% General Funds.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the budgets and encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-47-470010-7937 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: MEDICAID & BUS PLCY OFC, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION

State Fiscal Year	Class / Account	Class Title	Budget Amount
2018	102/500731	Contracts for Program Services	\$375,547
2019	102/500731	Contracts for Program Services	\$375,548
		Subtotal	\$751,095

**05-95-47-470010-7945 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF HHS:
 MEDICAID & BUS PLCY OFC, OFF. OF MEDICAID & BUS. POLICY, ELECTRONIC HEALTH
 RECORDS**

State Fiscal Year	Class / Account	Class Title	Budget Amount
2018	102/500731	Contracts for Program Services	\$780,031
2019	102/500731	Contracts for Program Services	\$780,031
		Subtotal	\$1,560,062
		Grand Total	\$2,311,157

EXPLANATION

This is a **sole source** request. The initial Cooperative Project Agreement between the Department of Health and Human Services and the University of New Hampshire, Institute for Health Policy and Practice was approved on June 9, 1999 (Item No.49). Since then, the Department has worked with this Vendor for these services through numerous Cooperative Projects Agreements. The Institute for Health Policy and Practice (the Institute) and Department of Health and Human Services have a long history of working together productively on projects that result in the efficient use of State resources, and in a manner the Institute is uniquely qualified to provide. The Institute was created as part of the Master Agreement of Cooperative Projects in 2002. Consistent with the provisions of the Master Agreement of Cooperative projects, this Cooperative Project Agreement was not competitively bid. The State, in cooperation with the University, established and supported the development of the Institute specifically for the purpose of providing the Department with this type of technical assistance and Medicaid Administration support. Furthermore, the Master Cooperative Agreement of Cooperative Projects has been approved by the Centers for Medicare and Medicaid Services which allows the State to access federal funds in support of Medicaid related projects. As New Hampshire's State-supported University, and primary educational facility for the health care workforce in the State, the University is uniquely qualified to assume this responsibility.

Under this Agreement, the Institute will provide technical assistance and consultation services to the Department to establish and maintain a health services delivery system for the New Hampshire Medicaid population and to administer the incentive program for Medicaid's Health Information System. The services include, but are not limited to, analysis of Medicaid business operations, industry practices, policy and rate setting recommendations, assessment of cost-effectiveness and budget impact of different care options, actuarial and financial analysis, policy analysis, program evaluations, and project management. Additionally the Institute will continue maintaining and operating the specialized information technology system needed to operate the Medicaid Electronic Health Records incentive program for New Hampshire's eligible healthcare professionals and hospitals.

Over the course of the past two (2) years, the Institute has successfully addressed the core activities identified in the Cooperative Project Agreement State Fiscal Years 2016-2017. This partnership has resulted in the accomplishment of a number of key deliverables such as performing assessments of cost-effectiveness and budget impact of different care options; and performance task orders for surveys, actuarial and financial analysis, medical coding reviews/updates, policy analysis, provision of care populations and other Medicaid analytic projects and program evaluations or support services that were necessary to implement State Fiscal Year 2016 and SFY 2017 budget initiatives. The Institute also developed performance measures and reporting needs of the Adult Medicaid Quality (AMQ) Grant through December 20, 2015. The Institute supports the project management and the system maintenance and modifications of the Medicaid Quality Information System (MQIS) and Medicaid Quality website.

The Institute also assisted with the continued modification (due to Centers for Medicare and Medicaid Services regulatory changes) and administration of the Medicaid Electronic Health Record Incentive Program. The Institute provided project management, system maintenance and modification of the Electronic Health Record Program. This includes development of program policies and procedures, administration of day-to-day Medicaid Electronic Health Record Incentive Program operations and oversight for sub-contractor efforts to support, deploy, and maintain the State's registration and attestation system software and hardware.

This Agreement, as referenced in Exhibit A-1, includes the option to extend the Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Language in the Agreement provides that, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennium.

Should the Governor and Executive Council not authorize this request, the Department may be unable to receive the technical assistance and consultation services that UNH provides to the Department to establish and maintain a health services delivery system for the New Hampshire Medicaid population. The Department may also be unable to administer the incentive program for Medicaid's Health Information System.

Area to be served: Statewide.

Source of Funds: 23%General funds and 77%Federal funds.

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

Respectfully submitted,



Deborah H. Fournier
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

June 5, 2017

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

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 **sole source** contract with the University of New Hampshire (UNH), Institute for Health Policy and Practice of Durham, NH as described below and referenced as DoIT No. 2018-028.

The Department of Health and Human Services requests to execute an contract agreement with the University of New Hampshire, Institute for Health Policy and Practice to provide technical assistance and consultation services to the Department for establishing and maintaining a health service delivery system for the New Hampshire Medicaid population within federal, state, and local laws, rules and policies. UNH will also administer the incentive program for Medicaid's Health Information Technology System (HIT).

The amount of the contract is \$2,311,157.00, and shall become effective upon Governor and Executive Council approval through June 30, 2019.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/kaf
DoIT #2018-028

cc: Bruce Smith, IT Manager, DoIT

COOPERATIVE PROJECT AGREEMENT

between the

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

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Health and Humans Services**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **6/30/19**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **2018-2019 New Hampshire Institute of Health Policy and Practice (SS-2018-OMS-01-TECHN)**

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

State Project Administrator

Name: Valerie Brown
 Address: Department of Health and Human Svcs
 129 Pleasant Street
 Concord, NH 03301
 Phone: 603-271-9498

Campus Project Administrator

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

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

State Project Director

Name: Deborah Fournier
 Address: Department of Health and Human Svcs
 129 Pleasant Street
 Concord, NH 03301
 Phone: 603-271-9434

Campus Project Director

Name: Josephine Porter
 Address: University of New Hampshire
 Deputy Director - NHIHPP
 Hewitt Hall Rm 201
 Durham, NH 03824
 Phone: 603-862-2964

Campus Authorized Official *KJ*
Date *5/22/17*

F. Total State funds in the amount of **\$2,311,157** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

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

G. Check if applicable

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

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

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

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

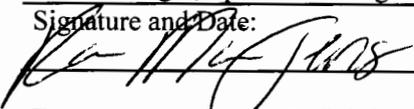
By An Authorized Official of:

University of New Hampshire

Name: Karen M. Jensen

Title: Manager, Sponsored Programs Administration

Signature and Date:

 5/22/17

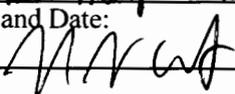
By An Authorized Official of: the New

Hampshire Office of the Attorney General

Name: John Conforti

Title: Asst. Atty. Gen.

Signature and Date:

 6/5/17

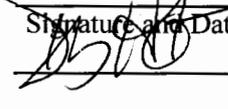
By An Authorized Official of:

Department of Health and Human Svcs

Name: Deborah Fournier

Title: Director

Signature and Date:

 5/24/17

By An Authorized Official of: the New

Hampshire Governor & Executive Council

Name:

Title:

Signature and Date:

EXHIBIT A

- A. **Project Title:** See Exhibit A-1
- B. **Project Period:** July 1, 2017 through June 30, 2019
- C. **Objectives:** See Exhibit A-1
- D. **Scope of Work:** See Exhibit A-1 Scope of Services, See Standard Exhibit I Business Associate Agreement, and See Exhibit K DHHS INFORMATION SECURITY REQUIREMENTS. Please note Exhibits C through H, and Exhibit J are Reserved.
- E. **Deliverables Schedule:** See Exhibit A-1
- F. **Budget and Invoicing Instructions:** See Exhibit B-1 and B-2

EXHIBIT B

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

Special Federal provisions are listed here: None or .



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. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019.

2. Scope of Services

- 2.1. Project Title: 2018-2019 New Hampshire Institute of Health Policy and Practice
- 2.2. Objectives: The University of New Hampshire, Institute of Health Policy and Practice (hereafter referred to as the Campus) will provide support to the Department of Health and Human Services (hereinafter referred to as the State) to:
 - 2.2.1. Establish and maintain a health services delivery system for the New Hampshire Medicaid population within federal, state, and local laws, rules and policies; and
 - 2.2.2. Administer the incentive program for Medicaid's Health Information Technology (HIT).
- 2.3. The Campus will provide support to the Department's objectives defined in Section 2.2 above, by the provision of technical assistance and consultation services for the following:
 - 2.3.1. Ongoing projects such as but not limited to:
 - 2.3.1.1. Analysis of Medicaid business operations, industry practices, policy and rate setting recommendations.
 - 2.3.1.2. Assessment of cost-effectiveness and budget impact of different care options.
 - 2.3.1.3. Performance of project work plans for surveys.

KS

5/22/17



Exhibit A-1

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- 2.3.1.4. Actuarial and financial analysis.
 - 2.3.1.5. Medical coding reviews and updates.
 - 2.3.1.6. Policy analysis.
 - 2.3.1.7. Population-based health care data and standardized datasets on health care cost and quality for long term care populations.
 - 2.3.1.8. Support for the Medicaid Quality Information System (MQIS).
 - 2.3.1.9. Program evaluation and support services necessary to implement the budget initiatives effective July 1 for each year.
 - 2.3.1.10. Provide project management, system maintenance and modification for the New Hampshire Medicaid Electronic Health Record (EHR) Program.
 - 2.3.2. Specialty Projects such as but not limited to:
 - 2.3.2.1. Department initiatives related to the delivery of substance use disorder prevention, treatment and recovery services, including understanding prescribing patterns for opioid in the Medicaid program.
 - 2.3.2.2. Compliance education and technical assistance related to Medicaid Care Management
 - 2.3.2.3. Issues and Costs Analysis for the New Hampshire Health Protection Plan
 - 2.3.2.4. Analysis of the employment characteristics of the Medicaid expansion population
 - 2.3.2.5. Preparation for the renewal of the Choices for Independence (CFI) waiver.
 - 2.3.3. Other Projects as requested by the State that support the Objectives in Section 2.2.



Exhibit A-1

- 2.4. The Campus will provide at a minimum the following activities as applicable for each project in Section 2.3:
- 2.4.1. Provide economic analysis of historical years of Medicaid enrollment data to determine appropriate indicators (incorporating medical costs and enrollment factors) for use in SFY 2018—2019 ongoing expense projection analysis and SFY 2020 – 2021 budget development.
 - 2.4.2. Research and analyze selected policy and program issues as requested; participate/contribute on associated workgroups and project teams.
 - 2.4.3. Collaborate on health care projects of mutual interest that further State' budget initiatives, including preparation of joint funding requests.
 - 2.4.4. Participate in survey work and technical assistance necessary to achieve budget initiatives, as requested.
 - 2.4.5. Provide administrative support and technical assistance for Medicaid provider outreach and training, including registration, evaluation, webinars and material production for webpage postings.
 - 2.4.6. Support legal and policy analysis as needed by the State, including assisting the State in the analysis of States changes necessary to comply with the Medicaid Managed Care Rules.
 - 2.4.7. Assist the State in maintaining and expanding activities to support MQIS. This includes working with the UNH Research Computing Center to maintain and modify the MQIS website, including meta data system, submission infrastructure, reporting system, public and administrative views, and maintenance of server hardware and software.
 - 2.4.8. At the request of and the approval of the State, provide analytic datasets and/or preliminary analysis for applications for New Hampshire Comprehensive Health Care Information System (CHIS) data approved for Campus;
 - 2.4.9. Research and recommend ways to improve the collection and release of claims data sets by identifying potential ways to improve the health data for NH. Coordinate with National Association of Health Data Organizations and other states about any proposed



Exhibit A-1

- changes to national health data standards. If necessary, build business case and related Data Maintenance or Change Request for the appropriate Data Standards Maintenance Organization (e.g. ANSI ASC X12, NUBC);
- 2.4.10. Analyze insurance health plan type (e.g., private, Medicaid and Medicare) by variations in health risk factors and conditions (e.g., smoking, chronic diseases and by age/income and geography) to develop a profile of the risk factors and prevalence of chronic disease in the Medicaid population, presuming Medicaid sponsors and adds insurance questions to New Hampshire Behavioral Risk Factor Surveillance System (NH BRFSS);
 - 2.4.11. Support ongoing analysis of Medicaid and other data.
 - 2.4.12. Provide population-based health care data and standardized datasets on health care cost and quality for long-term care populations.
 - 2.4.13. Work with State staff to add updated years of Medicare eligibility, claims, and provider files from CMS.
 - 2.4.14. Work with the State to finalize an analytic plan for the NH Medicare data.
 - 2.4.15. Analyze Medicare claims, eligibility, and provider files according to the agreed upon analytic plan found in the Project Work Plan in Section 3.
 - 2.4.16. Assist the Department with integration of Medicare and Medicaid data into the CHIS.
 - 2.4.17. Administer the Medicaid electronic health record incentive program as follows:
 - 2.4.17.1. Develop program policies and procedures;
 - 2.4.17.2. Administer day-to-day Medicaid EHR Incentive Program operations; (provide Help Desk support; conduct pre-payment verifications; query Medicaid claims databases; coordinate with State personnel to query CMS databases; process payments in conjunction with the Department's Finance team; incorporate Stage 1, Stage 2, and any future Stage or regulatory changes to adopt, implement, upgrade, and meaningful use criteria into the



Exhibit A-1

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- State registration and attestation system; and update user documents);
- 2.4.17.3. Oversee sub-contractor efforts to support, deploy, and maintain the State registration and attestation system software and hardware;
 - 2.4.17.4. Coordinate with the State Department of Information Technology in support of program operations;
 - 2.4.17.5. Provide support to the State Office of Improvement and Integrity in support of provider audits;
 - 2.4.17.6. Provide monthly system status updates to State;
 - 2.4.17.7. Provide outreach to New Hampshire's providers and professional medical associations;
 - 2.4.17.8. Update and maintain on an ongoing basis the Medicaid EHR website;
 - 2.4.17.9. Conduct environmental scans and gap analyses on an ongoing basis;
 - 2.4.17.10. Analyze provider EHR adoption, incentive program participation, and attainment of meaningful use criteria;
 - 2.4.17.11. Prepare State Medicaid Health Information Technology Plan and Implementation Advanced Planning Document updates and quarterly and annual reports for Centers for Medicare and Medicaid Services (CMS) and assist the Department in filing of federal claiming reports for CMS;
 - 2.4.17.12. Provide monthly program progress status reports for the State Medicaid senior management team;
 - 2.4.17.13. Coordinate with other states as needed to prepare reports and solicit provider claims data;
 - 2.4.17.14. Attend EHR conferences and stakeholder meetings and participate as need in Health Information Exchange and Public Health meaningful use meetings; and
 - 2.4.17.15. Research, develop, and implement other key program components as requested by the Department.

KJ

5/22/17



Exhibit A-1

3. Project Management

3.1. The Campus will only commence work on a project in Section 2.3 upon the State's approval of a Project Work Plan for each project in Section 2.3 as follows:

3.1.1. The Campus will receive requests from the State for technical assistance and consultation services for each project listed in Section 2.3.

3.1.2. The Campus will submit to the State for input on a Project Work Plan within five business days from the date of request in Section 3.1.1. Each Project Work Plan will include:

3.1.2.1. Date of Project Work Plan

3.1.2.2. Project Plan Dates

3.1.2.3. Project Name

3.1.2.4. Project Objective

3.1.2.5. Background

3.1.2.6. Actions/Summary of the Scope of Work as defined in a work plan, See Section 3.1.5

3.1.2.7. Supervision and Management

3.1.2.8. Deliverables

3.1.2.9. Due Dates

3.1.2.10. Project Budget showing line item expenses and total project cost.

3.1.3. The State will provide the Campus input on the Project Work Plan within five (5) business days from the date of receipt in Section 3.1.2.

3.1.4. The Campus will organize and facilitate a project kick-off meeting within five (5) days of the receipt of the State's input to the Project Work Plan in Section 3.1.3.

3.1.5. The Campus shall provide a scope of work plan/timeline for the State's input within five (5) days of the kick-off meeting that defines the project's scope of work. The scope of work plan/timeline shall include:

a. Milestones

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Exhibit A-1

- b. Actions/Activities
 - c. Names of Staff who will complete the activities
 - d. Deliverables
 - e. Due dates
 - f. Reporting content and frequency (at least monthly)
 - g. Staffing requirements
 - h. Performance Measures
- 3.1.6. The State will provide input to the scope of work plan/timeline within five (5) days from receipt of the scope of work plan/timeline in Section 3.1.5.
- 3.1.7. The Campus will submit for State approval within five (5) business days of receipt of the scope of work plan/timeline in Section 3.1.6, the final Project Work Plan in Section 3.1.2 and its corresponding scope of work plan/timeline in Section 3.1.5.
- 3.1.8. The Campus shall provide project management for each project requested by the State as follows:
- 3.1.8.1. Provide a written monthly progress report that provides at a minimum a summary of the key work performed during the monthly period; encountered and foreseeable key issues and problems; and scheduled work for the upcoming period including progress against the work plan.
 - 3.1.8.2. Identify potential risks and issues and include a mitigation strategy for each, in the monthly progress report.
 - 3.1.8.3. Provide the process for escalating issues that cannot be resolved at the project management level.
 - 3.1.8.4. Be responsible for scheduling weekly project status meetings and providing notes and action items from the meetings to the Department within three (3) days from the date of the meeting.
 - 3.1.8.5. Develop a communications plan to define frequency of check-in meetings, formal reviews, response times for return phone calls and emails.



Exhibit A-1

3.1.8.6. Provide type and schedule for required formal training, as needed.

4. General Requirements

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



Exhibit B-1

Method and Conditions Precedent to Payment

- 1) The State shall pay the Campus an amount not to exceed the amount in the Cooperative Project Agreement for the services provided by the Campus pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with funds from the Centers for Medicare and Medicaid Services (CMS) CFDA #93.778, and General Funds.
 - 1.2. The Campus agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Campus'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 budget, Exhibit B-2.
 - 2.2. The Campus 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. The invoice will include the project name as in the Project Work Plan, current and cumulative expense amounts against the approved Budgets in Exhibit B-2.
 - 2.3. The State shall make payment to the Campus within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Campus will keep detailed records of their activities related to Department funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than sixty (60) days after the Completion Date in the Cooperative Project Agreement.
 - 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
Office of Medicaid Services
129 Pleasant Street
Concord, NH 03301
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
- 3) Notwithstanding paragraph 5 Changes of the Master Agreement for Cooperative Projects, changes limited to adjusting amounts between budget line items, related items, amendments of related budget Exhibit B-2 within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-2

TOTAL AGREEMENT	TOTAL	FY 2018	FY 2019
	7/1/17-6/30/19	7/1/17-6/30/18	7/1/18-6/30/19
Salaries and Wages	\$683,734	\$336,815	\$346,919
Employee Benefits	\$272,810	\$134,389	\$138,421
Travel	\$26,500	\$13,250	\$13,250
Equipment			
Supplies/Services	\$1,026,659	\$520,397	\$506,262
Facilities & Administrative Costs @ 15%	\$301,454	\$150,727	\$150,727
TOTAL	\$2,311,157	\$1,155,578	\$1,155,579

OMBP	TOTAL	FY 2018	FY 2019
	7/1/17-6/30/19	7/1/17-6/30/18	7/1/18-6/30/19
Salaries and Wages	\$365,625	\$180,111	\$185,514
Employee Benefits	\$145,884	\$71,864	\$74,020
Travel	\$1,500	\$750	\$750
Equipment			
Supplies/Services	\$140,118	\$73,838	\$66,280
Facilities & Administrative Costs	\$97,968	\$48,984	\$48,984
TOTAL	\$751,095	\$375,547	\$375,548

Medicaid HIT	TOTAL	FY 2018	FY 2019
	7/1/17-6/30/19	7/1/17-6/30/18	7/1/18-6/30/19
Salaries and Wages	\$318,109	\$156,704	\$161,405
Employee Benefits	\$126,926	\$62,525	\$64,401
Travel	\$25,000	\$12,500	\$12,500
Equipment			
Supplies/Services	\$886,549	\$446,559	\$439,982
Facilities & Administrative Costs	\$203,486	\$101,743	\$101,743
TOTAL	\$1,560,062	\$780,031	\$780,031

STANDARD EXHIBIT I

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

Project Title: 2018-2019 New Hampshire Institute of Health Policy and Practice (SS-2018-OMS-01-TECHN)

Project Period: July 1, 2017 through June 30, 2019

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Breach Notification Rule" shall mean the provisions of the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and amendments thereto.
- c. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- e. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- f. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- g. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- h. "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.
- i. "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.
- j. "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 164.502(g).

- k. "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.
- l. "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.
- m. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- n. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- o. "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.
- p. "Unsecured Protected Health Information" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- q. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate, and 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 (including this Exhibit) to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate

shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately but in no case later than one (1) business day following the date upon which the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement or this Exhibit, 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 commence a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to the following information, to the extent it is known by the Business Associate:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person who used the protected health information or to whom the disclosure was made;
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment without unreasonable delay and in no case later than two (2) business days of discovery of the breach and after completion, immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all applicable sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)l herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by the 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 this Exhibit.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of this Exhibit, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate

destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

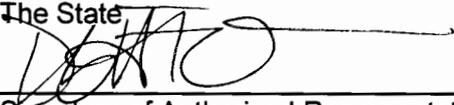
In addition to Paragraph #14 of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

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

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Exhibit in section 3(l), and the defense and indemnification provisions of section (3) and Paragraph #14 of the Agreement, shall survive the termination of the Agreement.

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

Department of Health & Human Services
The State

 Signature of Authorized Representative
Deborah H. Fournier
 Authorized Representative
Medicaid Director
 Title of Authorized Representative
6/6/17
 Date

University of New Hampshire
The Contractor

 Signature of Authorized Representative
 Authorized Representative
Karen M. Jensen, Manager
Sponsored Programs Administration
 Title of Authorized Representative
5/22/17
 Date



DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #19 of the Master Agreement for Cooperative Projects, for the purpose of this Agreement, the Department's Confidential information 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. Contractor will maintain appropriate security controls on its systems to protect Department Confidential Information collected, processed, managed, and/or stored by Contractor in the delivery of contracted services. Minimum expectations include:
 - 2.1. Maintain policies and procedures to protect Department Confidential Information throughout the information lifecycle (from creation, transformation, use, storage and secure destruction, where applicable to Contractor's systems), regardless of the media used to store the Confidential Information (i.e., tape, disk, paper, etc.).
 - 2.2. Maintain appropriate authentication and access controls to Contractor systems that collect, transmit, or store Department Confidential Information where applicable.
 - 2.3. Encrypt, at a minimum, any Department Confidential Information stored by Contractor on portable media, e.g., laptops, USB drives, as well as when transmitted by Contractor over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.4. 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 on Contractor-provided systems.
 - 2.5. Provide security awareness and education for Contractor's employees, contractors and sub-contractors (or, require that such contractors and sub-contractors provide security awareness and education to their employees) that create, use, maintain or transmit Department Confidential Information.
 - 2.6. Maintain a documented breach notification and incident response process. Contractor will contact, within one (1) business day the Department's contract manager, and additional email addresses provided in this section, of a Confidential Information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "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.
Breach notifications will be sent to the following email addresses:
 - 2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.7. If Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), Contractor will maintain a documented process for securely disposing of such Confidential Information upon request or contract termination; and will obtain written certification for any State of New Hampshire Confidential Information destroyed by Contractor or any subcontractors as a part of ongoing, emergency,

New Hampshire Department of Health and Human Services
Exhibit K



and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Information shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). 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.

- 2.8. If Contractor will be sub-contracting any core functions of the engagement supporting the Confidential Information services for State of New Hampshire, Contractor will, in such subcontracting agreement, define specific security expectations that at a minimum match those for Contractor in this Agreement, including breach notification requirements.
3. Contractor will work with the Department to have Contractor's personnel, as applicable, sign all necessary 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). Necessary agreements will be completed and signed by Contractor personnel prior to State of New Hampshire system access being authorized.
 4. Contractor will sign the Business Associate Agreement attached to this Agreement as Exhibit I.
 5. Contractor will work with the Department at its request to complete an information security and privacy 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 Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and Contractor changes. Contractor will not knowingly store any State of New Hampshire or Department Confidential Information offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
 6. Contractor will provide the Department on an annual basis a written attestation of HIPAA security compliance and will include attestation which will demonstrate proper operational security and privacy controls, policies, and procedure, are in place and maintained within their organization. Contractor will complete a security and privacy questionnaire, as requested by the Department, and review results with State of NH and the Department and plan to address any present critical or high risks identified. Contractor will identify a primary and secondary point of contact (POC) that will be responsible for executing the annual attestation process and providing materials required, and response to requests for information. The parties will make reasonable efforts to schedule a follow-up meeting within thirty (30) calendar days of the annual attestation date.
 7. All cloud services to be used will be subject to and are required to be FEDRAMP certified cloud services. The Department, in its discretion, may waive this requirement based on level of risk and applicability. Contractor is responsible for demonstrating in writing why an exception should be considered by the Department. Contractor will be responsible for providing all necessary documentation and information in support of the Department decision process. A review of an exception by Department does not indicate the exception will be approved.
 8. The Department reserves the right, at its discretion and cost, to request an audit of the security mechanisms Contractor maintains to safeguard access to the State of NH information, systems and electronic communications. Audits may include examination of systems security, associated administrative practices, and requests for additional documentation in support of this contractor. Contractor will participate and

New Hampshire Department of Health and Human Services
Exhibit K



respond to reasonable security and privacy requests for information by the Department and complete any surveys, forms, or requests for documentation. The level of risk to the Department will determine the depth of the audit and whether it is required to be performed by an independent qualified assessor or third party as defined by NIST 800-53r4.