



Lori A. Shibiñette
Commissioner

Henry D. Lipman
Director

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

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

March 24, 2021

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 the Commissioner, to amend an existing contract with University of Southern Maine (Vendor # 177143, Portland, ME for the provision of implementing an evaluation plan for New Hampshire's Delivery Systems Reform Incentive Program, by exercising a contract renewal option by extending the completion date from March 31, 2022 to December 31, 2022 effective upon Governor and Council approval with no change to the price limitation of \$1,790,797.

The original contract was approved by Governor and Council on October 3, 2018, item #7a.

Funds are available in the following account for State Fiscal Year 2021 with authority to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-095-047-470010-52010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF OF MEDICAID & BUS POLICY, IDN FUND.

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	47004240	\$658,976
2020	102-500731	Contracts for Prog Svc	47004240	\$568,252
2021	102-500731	Contracts for Prog Svc	47004240	\$563,569
2022	102-500731	Contracts for Prog Svc	47004240	\$0
			Total:	\$1,790,797

EXPLANATION

The purpose of this request is to allow more time for the University of Southern Maine to complete the evaluation of the New Hampshire Delivery System Reform Incentive Program (DSRIP) in accordance with the NH DSRIP Evaluation Design as approved by the U.S. Centers for Medicaid and Medicare Services (CMS).

The University of Southern Maine is implementing the evaluation plan of New Hampshire Medicaid's Section 1115(a) Delivery System Reform Incentive Program (DSRIP) waiver. The DSRIP waiver was approved by CMS on January 5, 2016. The DSRIP waiver demonstration supported delivery system transformation. The demonstration enabled health care providers and community partners within a region to form relationships focused on transforming care and provided timely resources for combating the opioid crisis and strengthening the State's mental health delivery system.

Evaluating the results of an 1115(a) DSRIP waiver demonstration by an independent evaluator is federally required by the Special Terms and Conditions of the approved 1115(a) DSRIP waiver. CMS approved New Hampshire's evaluation plan on September 5, 2017.

The results of the Final Summative Evaluation Report will inform the Department as to whether the goals of the 1115(a) DSRIP waiver demonstration were achieved. This includes understanding if the 1115(a) DSRIP waiver demonstration was effective in achieving better care and improved health outcomes for Medicaid beneficiaries. In addition, the Department will better understand the 1115(a) DSRIP waiver demonstration's impact on improving the behavioral health work force; information technology infrastructure; and coordination between providers.

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


- Data collection and analysis is timely and accurate
- Federal reporting is submitted to CMS for approval
- Federal performance reports represent valid and reliable findings as indicated by federal CMS approval

As referenced in Exhibit C-1 of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for nine (9) months of the four (4) years available.

Should the Governor and Council not authorize this request, the Department would be out of compliance with the Special Terms and Conditions of the 1115(a) DSRIP demonstration waiver, which may result in financial penalties.

Area served: Statewide

Respectfully submitted,



LS
Lori A. Shibinette
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

March 25, 2021

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 amend an existing contract with the University of Southern Maine of Portland, ME as described below and referenced as DoIT No. 2018-103A.

The purpose of this time only extension request is to provide additional time to the University of Southern Maine to complete the evaluation of the New Hampshire Delivery System Reform Incentive Program (DSRIP) in accordance with the NH DSRIP Evaluation Design as approved by the U.S. Centers for Medicaid and Medicare Services (CMS).

There is no change to the price limitation of \$1,790,797, and extends the completion date from the original date of March 31, 2022 to December 31, 2022. This amendment shall become effective upon Governor and Executive Council approval through December 31, 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 #2018-103A
RID: N/A
cc: Michael Williams, IT Manager, DoIT

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Delivery System Reform Incentive Program (DSRIP) Evaluator contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and University of Southern Maine ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 3, 2018, (Item #7A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Section 5, Renewal, 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:
December 31, 2022
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. 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

4/14/2021

Date

DocuSigned by:
Henry D. Lipman

Name: Henry D. Lipman
Title: Medicaid Director

University of Southern Maine

3/29/2021

Date

DocuSigned by:
Tamara Blair Kirk


Name: Tamara Blair Kirk
Title: Director, Research Service Center (AOR)

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2021

Date

DocuSigned by:


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:

CERTIFICATE OF AUTHORITY

I, Kris Sahonchik, Director USM Research and Cutler Institute, hereby certify that:

1. I am a duly appointed Director of Research of the University of Southern Maine (Legal Name: University of Maine System, acting through the University of Southern Maine).

2. The following is a true statement of the authority given to the position and role of the Director of the Research Service Center as the designated Authorized Organization Representative (AOR) upon placement into the role June 1, 2016.

AUTHORITY: That Tamara Blair Kirk, Director, Research Service Center is the Authorized Organization Representative (AOR) is duly authorized on behalf of University of Southern Maine (Legal Name: University of Maine System, acting through the University of Southern Maine) to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: April 5, 2021



Signature of Appointed Person

Name: Kris Sahonchik

Title: Director, USM Research & Cutler Institute

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/01/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 877-775-0110	
	E-MAIL ADDRESS:	
INSURED University of Maine System Risk Management 46 University Drive, Robinson Hall Augusta, ME 04330	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Educators Ins, Recip Risk Ret Gr	NAIC # 10020
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		


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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR 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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$1,000,000			N5492K	08/01/2020	08/01/2021	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Buffer Excess			N5492K	08/01/2020	08/01/2021	\$1,000,000 Limit/Retention

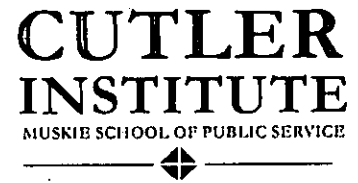
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excess Licensed Professional Liability
 Policy#: N5492K (Insurer A: United Education Ins., NAIC: 10020)
 8/1/2020 - 8/1/2021
 \$1,000,000 Limit/\$3,000,000 Aggregate
 \$400,000 Retention
 (See Attached Descriptions)

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Health & Human Services Contracts & Procurement Unit 129 Pleasant St Concord, NH 03301-3857	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 

Catherine A. McGuire

Director, Health Data Resources and Senior Research Associate



Education

University of Southern Maine
Bachelor of Science, Computer Science

Summary

Catherine McGuire, Director of Health Data Resources within the Cutler Institute, has worked for more than 35 years at the Muskie School providing policy-directed analysis of MaineCare (Medicaid), New Hampshire Medicaid and Medicare administrative data, and implementing data solutions to support research and operations of the Cutler Institute. Most recently, Ms. McGuire has lead the Cutler data team in the evaluation of the NH Delivery System Reform Incentive Program (DSRIP) initiative. Additionally Ms. McGuire provides technical expertise and analysis of health care claims and eligibility data in support of several projects.

Through this long experience, Ms. McGuire has developed extensive expertise working with and combining a variety of health care data sets including health care claims, clinical assessment, vital records and primary data to develop an infrastructure that supports both operational and analytic uses for the Cutler Institute. Complementing this expertise, Ms. McGuire has extensive knowledge of how policy and operations influences the quality and use of these data for research and policy analysis-experience of critical importance to ensuring that the information and reporting produced are of the highest possible quality..

CORE COMPETENCIES

Quality of Care and Outcomes Measurement

Project Management

Client Tailored Systems Development

Medicaid Policy and Program Evaluation

Case Mix Payment Methods

Value Based Purchasing Agreements

Employment

2001 – Present Director of Health Data Resource and Senior Research Associate, Cutler Institute for Health and Social Policy, Muskie School of Public Service, University of Southern Maine,

- 2014 – Present: **Healthcare Data Analysis, Professional Services and System Management.** McGuire (PD and Senior Research Associate). Contract with Maine Department of Health and Human Services, Maine Office of Maine Care Services. This project provides on-going support and development of a data warehouse for analysis to better manage and serve Maine's low income Medicaid population. Administrative data including claims, eligibility, clinical assessment, vital statistics, licensing and survey results are included. These data

support the MaineCare program with policy development, provider quality assurance and incentive programs, rate setting and research. This project provides support and development for MaineCare's Case Mix Payment and Quality Assurance System, systems that support the Division of Licensing and Regulatory Services, the annual survey of Member Satisfaction with the Children Health Program and evaluation of various program initiatives.

- 2010 – Present: DCX Technology, Inc. with funding from Maine Department of Health and Human Services, Cooperative Agreement, Maine Office of MaineCare Services. **MaineCare Primary Care Incentive Payment System and Utilization Review Reports.** McGuire (PD and Senior research Associate). This project supports the primary care provider payment incentive system, awarding over \$3 million dollars annually to high performing MaineCare Primary Care Practices. Additionally, the Utilization Review (UR) reports were designed and are provided twice yearly to primary care provider sites to compare their site's healthcare performance with statewide primary care practice sites. Additionally, this project supports the data warehouse infrastructure and performance measurement systems for MaineCare policy analyses and technical assistance.
- 2013 – Present: **Partnership for Children's Oral Health.** McGuire (PD). This project examines children's dental health in Maine using the MaineCare administrative data and All Payers Claims Data (APCD). Reports track key indicators of children's dental health services, monitoring of the From the First Tooth Program and contribute to Maine's Kids Count Data.
- 2012 – 2018: **Value-Based Purchasing System (VMS).** McGuire (PD). Contract with Maine Department of Health and Human Services, Maine Office of MaineCare Services. This project supports information systems that supports Maine DHHS with its current value-based purchasing initiatives including Health Homes, Behavioral Health Homes and Accountable Communities. VMS is a secure web portal that provides member enrollment, healthcare utilization and quality data to providers and state staff.
- 2015 – 2019: National Institute of Justice, **The Health Care Costs of Elder Abuse: An Analysis of Medicare, Medicaid, and Adult Protective Services Data in Maine, 2006-2014.** McGuire (Senior Research Associate) This project describes the health and long-term services and supports use and cost among victims of elder financial exploitation utilized a novel process linking Adult Protective Services (APS) data with Medicare and Medicaid administrative claims data. Several years of data for both victims of abuse and matched controls in order to expose the trajectory of service use and cost one year prior to an APS investigation, during the investigation year, and through two post-investigation years.

- 2017: **Maine Legal Services for the Elderly, The Costs of Elder Financial Exploitation in Maine, 2010-2016.** McGuire (Senior Research Associate) This project analyzed APS investigation and Maine Legal Services for the Elderly case notes to determine the cost of financial exploitation of Maine's older in 2010-2016. As elder abuse including financial exploitation is an underreported phenomenon, we used underreporting rates to provide a range of estimates of the true dollars lost to financial exploitation.
- 2010 – 2015: **Improving Health Outcomes for Children (IHOC).** McGuire (Senior Research Associate) The Maine/Vermont program is designed to promote the use of quality measures and information technology to improve health outcomes for children (IHOC); improving Medicaid member children's timely access to quality care. This projects is developing quality measures using claims, electronic health records (EHR), the state immunization registry and vital records. Ms McGuire has been a leader on measure development.
- 2005 – 2012: **New Hampshire Comprehensive Health Information System (NH CHIS).** McGuire (PD) Under subcontract with Onpoint with funding from the New Hampshire Department of Health and Human Services (NH DHHS) and the New Hampshire Insurance Department (NHID). McGuire (Research Associate). This project uses information in the NH CHIS data system to develop standard reports and special studies that examine health care quality, use and expenditures for NH residents.
- 2010 – 2012: Agency for Health Care Research and Quality. **Impact of Mental Health on Diabetes.** McGuire (Senior Research Associate). This was a two year analytic epidemiologic study of retrospective cohorts of Maine Medicaid members with complex medical and behavioral health co-morbidities.

1993 - 2001
1989 – 1993
1984 – 1989

Director of Computer and Data Systems and Research Associate
Computer and Data Systems Manager
Research Assistant

Publications

Jonk YC, Snow KI, Thayer D, McGuire C, Bratesman S, Smith CA, Ziller E. Pent-up Demand for Care among Dual Eligible Victims of Elder Financial Exploitation in Maine. *Journal of Elder Abuse and Neglect*. 2020;32(4):334-56.

Smith ML, Thayer D, Rosingana K, McGuire C, Gallo R, Ali E, Dooley O, Merrill T, Pearson K, Richards M, Egeland T. *Interim Evaluation Report by the Independent Evaluator for the New Hampshire Delivery System Reform Incentive Payment (DSRIP) Program*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; October 19, 2020.

Griffin E, McGuire C, Snow KI. *Financial Exploitation of Maine's Older Adults: An Analysis of Maine Adult Protective Services and Legal Services for the Elderly Case Records, State Fiscal Years 2010-2016*. Portland, ME: University of Southern Maine, Muskie School of Public Service, Cutler Institute of Health and Social Policy. 2017.

Freeman, E., **McGuire, C.**, Rubin, M. et al. (August 2012). When might the risks outweigh the benefits in prescribing antipsychotics to MaineCare members, QI Snapshot, Augusta, ME: Office of Quality Improvement, Maine Department of Health and Human Services.

Ziller, E, Gressani, T, **McGuire, C.**, Fox, K, Chamberlain, K. (February 2012) *Health Status, Service Use and Cost among MaineCare Children in Foster Care*. Prepared for the Maine Department of Health and Human Services, Office of MaineCare Services as part of the evaluation of Maine's Improving Health Outcomes for Children (IHOC) CHIPRA Quality demonstration grant, Muskie School of Public Service.

Fralich, J., Bratesman, S., **McGuire, C.**, Olsen, L., Ziller, J., Mauney, K., Sullivan, K., Gressani, T., & Gunn, C. (2010, March). *Older adults and adults with disabilities: Population and service use trends in Maine. (Chartbook)*. Portland, ME: University of Southern Maine, Muskie School of Public Service, Cutler Institute for Health and Social Policy.

McGuire, C.A. in collaboration with staff from Onpoint Health Data (Onpoint) and the State of New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy. (Various Dates). *Medicaid Annual Reports for State Fiscal Years 2006-2011*. Concord, NH: New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy.

Griffin, E., Fralich, J., **McGuire, C.**, Olsen, L., Bratesman, S., Bubar, K., Ring, C., Yoe, J., & Turyn, R. (2009, March). *A cross-system profile of Maine's long term support system: A new view of Maine's long term services and supports and the people served*. Portland, ME: University of Southern Maine, Muskie School of Public Service and the Maine Department of Health and Human Services.

Fox, K. **McGuire, C.**, Gray, C, et al. (2009, February and 2010, September). *Comparison of Primary Care Received by New Hampshire Medicaid Members at Different Practice Settings, 2006 and Repeated in 2008*. Concord, NH: New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy

Kilbreth, E., **McGuire C.**, Gray, C., Chitashvili, T., & Finison, K. (2009). *Analysis of 2006 Maine Emergency Department Use: A Study Conducted on Behalf of the Emergency Department Use for the Work Group of the Maine Advisory Council on Health System Development*. (Project Final Report). Portland, ME: University of Southern Maine, Muskie School of Public Service.

Snow, K. et al., *Adults Using Long Term Services and Supports: Population and Service Use Trends in Maine, State Fiscal Year 2014*. (Chartbook). Portland, ME: University of Southern Maine, Muskie School of Public Service; 2016. Available at <http://muskie.usm.maine.edu/Publications/DA/Long-Term-Services-Supports-Use-Trends-Chartbook-SFY2014.pdf>

Fralich, J., **McGuire, C.**, Olsen, L., Bratesman, S., & Turyn, R. (2007, March). *Caring for people with Alzheimer's Disease or Dementia in Maine*. (Research & Policy Brief). Portland, ME: University of Southern Maine, Edmund S. Muskie School of Public Service, Institute for Health Policy

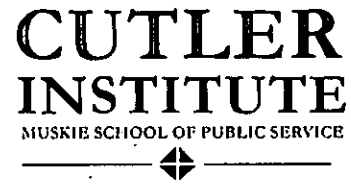
Technical Reports

Griffin, E, **McGuire, C.**, Snow, K. *Financial Exploitation of Maine's Older Adults, An Analysis*

of Maine Adult Protective Services and Legal Services for the Elderly Case Records, State Fiscal Years 2010-2016. Pending Final Approval from Maine Legal Services for the Elderly and Office of Aging and Disability Services

Deborah Thayer

Research Associate II, Public Health and Health Policy



Education

University of Southern Maine
Masters of Business Administration

University of Maine
Bachelor of Science, Child Development/Psychology

Summary

Ms. Thayer has many years of experience with analytic file construction and statistical analysis of claims, surveys, and other health-related data. She has completed complex statistical analyses using bivariate and multivariate techniques for several research and evaluation projects, including an epidemiological study of Maine Medicaid members with complex medical and behavioral health comorbidities, a study of acuity differences among newly admitted nursing home residents, telehealth use patterns in Maine using the All-Payer Claims database, an evaluation of the Maine Patient-Centered Medical Home (PCMH) Pilot, and an evaluation of state health reform efforts in Maine, Massachusetts and Vermont using claims data to compare three state-subsidized insurance plan models. She is currently co-Principal Investigator for the evaluation of the New Hampshire Delivery System Reform Incentive Payment (DSRIP) Program, a federally funded program designed to transform how New Hampshire meets both the physical and behavioral health needs of Medicaid residents.

Ms Thayer has also worked with national Medicaid data, using the mini-MAX (a 5% sample of the Medicaid Analytic eXtract), to study differences in home and community based service (HCBS) use and nursing home services among rural and urban elderly Medicaid beneficiaries. Using a larger sample of the MAX data, she worked on a project to establish a baseline inventory of telehealth use in rural and urban geography. She has worked with the Medicare Current Beneficiary Survey (MCBS) to analyze rural-urban differences in nursing home use rates among Medicare beneficiaries. Another project recently completed uses Maine Medicaid and Medicare data as well as data from Adult Preventive Services to examine health care costs of elder abuse.

Employment

2016 – Present Research Associate II, Cutler Institute for Health and Social Policy,
University of Southern Maine,

- Evaluation of New Hampshire Delivery System Reform Incentive Payment Demonstration – this evaluation will examine the impact of the demonstration on health care access, quality, utilization and costs using a mixed method approach and multiple data sources, including claims and survey data.

CORE COMPETENCIES

Statistical Analyses
MaineCare Administrative Data Analytics
All-payer Claims Data Analytics
Complex Survey Data Analytics

- **Functional Status of Newly Admitted Rural and Urban Nursing Home Residents** – this study uses national nursing home assessment data (Minimum data Set) to examine differences in the health and functional status between rural and urban nursing home residents upon admission. The goal is to inform federal and state policies aimed at ensuring equal access to the array of Long-term supports and services that meet the needs of the elderly.
- **Telehealth Services among Rural Medicaid Beneficiaries** – this study uses Medicaid claims data to inventory telehealth use in a sample of rural and urban residents who were Medicaid beneficiaries in 2011 in order to establish a baseline to which subsequent years of data could be compared. The goal is to determine whether telehealth policies are having an impact.
- **Rural and Urban Use of Long Term Supports and Services** – this study examines the use of nursing home care among rural and urban Medicare beneficiaries, and beneficiary characteristics and other factors associated with rural-urban differences in nursing home placement.
- **Health Care Costs of Elder Abuse** – this project uses Medicare, Maine Medicaid, and Maine Adult Protective Services (APS) data to compares health care costs and service use of Maine’s Adult Protective Services (APS) population before and after an APS investigation is open with costs and use of the general older adult population.
- **Medication Adherence** – this project uses pharmacy claims from the 2015 Maine All-Payer Claims Database to calculate antihypertensive and antidiabetic medication adherence.
- **Survey of Children Served by MaineCare (CHIP Survey)**- The CHIP survey is Maine’s annual questionnaire of parents of children on MaineCare/CHIP regarding their experience of care using CAHPS and Maine-specific policy topics to monitor quality of services delivered to MaineCare/ CHIP families, inform programmatic improvements and for federal reporting.

2001 - 2016	Research Associate I, Cutler Institute, University of Southern Maine Research Analyst I/II
2000 – 2001	Contract Data and Research Analyst, Maine Health Information Center, Anthem Blue Cross and Blue Shield
1994 – 2000	Senior Research Analyst / Technical Analyst, Blue Cross and Blue Shield of Maine

Publications

Jonk, Y., Thayer, D., Mauney, K., Croll, Z., McGuire, C., Coburn, A. (November 2020) Acuity Differences Among Newly Admitted Older Residents in Rural and Urban Nursing Homes, *The Gerontologist*, gnaa183, <https://doi.org/10.1093/geront/gnaa183>

Jonk, Y., Burgess, A., Elbaum Williamson, M., **Thayer, D.**, MacKenzie, J., McGuire, C., Fox, K. Coburn, A. (October 2020) Telehealth Use in a Rural State: A Mixed- Methods Study Using Maine's All- Payer Claims Database, *The Journal of Rural Health*, <https://doi.org/10.1111/jrh.12527>

Jonk, Y., Snow, K., **Thayer, D.**, McGuire, C., Bratesman, S., Smith, C.A., Ziller, E. (September 2020) Pent-up demand for care among dual-eligible victims of elder financial exploitation in Maine, *Journal of Elder Abuse and Neglect*, 32(4), 334-356.

Coburn, A., Ziller, E. Paluso, N., **Thayer, D.**, Talbot, J. (March 2019) Long-Term Services and Supports Use Among Older Medicare Beneficiaries in Rural and Urban Areas, *Research on Aging*, 41(3), 241-264.

Talbot J., Burgess A., **Thayer D.** et al. (October 2018). Patterns of Telehealth Use Among Rural Medicaid Beneficiaries, *Journal of Rural Health*

Freeman, E., McGuire, C., **Thayer, D.** et al. (March 2014). Factors Affecting Costs in Medicaid Populations with Behavioral Health Disorders, *Medical Care*, 2014:52 s60-s66.

Thomas JW, Ziller E, **Thayer D.** (2010, September). The cost of defensive medicine in the United States. *Health Affairs*, 29(9), 1578-1584

Technical Reports

Fox, K, Gray, C, Rosingana, K, **Thayer, D.** *Evaluation of the MaineCare Health Homes Stage A Initiative: Year 1.* Pending final approval from MaineCare, University of Southern Maine, Muskie School of Public Service (submitted March 2014).

Griffin E, Coburn A, Ziller E, **Thayer D,** Croll Z. *Are Rural Older Adults Benefiting from Increasing State Spending on Medicaid Home and Community-Based Services?* Portland, ME: Maine Rural Health Research Center. Policy Brief

Talbot, J., **Thayer, D.**, Croll, Z., Fox, K. *2013 Survey of Children Served by MaineCare.* Prepared by the Muskie School of Public Service for the Office of MaineCare Services. (December 2013).

Anderson, N., Fox, K., **Thayer, D.**, & Croll, Z. *Children served by MaineCare, 2012: Survey findings.* Portland, ME: University of Southern Maine, Muskie School of Public Service. (2013, January)

Anderson NJ, **Thayer D,** Fox K & Gage-Croll Z: *Children Served by MaineCare, 2011: Survey Findings.* Portland, ME: Muskie School of Public Service, University of Southern Maine, March 2012.

Anderson NJ, **Thayer D,** Fox K: *Children Served by MaineCare, 2009: Survey Findings.* Portland, ME: Muskie School of Public Service, University of Southern Maine, December 2010.

Payne, S.M.C., **Thayer, D.A.**, and Keith, R.G. 2006. Trends in the use of psychotropic medications among older community-dwelling Maine Medicaid members, 1998 – 2003. Portland, Maine: University of Southern Maine, Edmund S. Muskie School of Public Service, Institute for Health Policy.

Payne, S.M.C., **Thayer, D.A.**, Bratesman, S., Tupper, J.B., and Keith, R.G. 2006. Using focused medication management to improve the appropriateness of psychotropic medication use by older

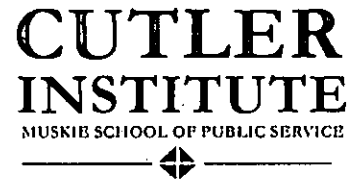
Maine Medicaid members. Portland, Maine: University of Southern Maine, Edmund S. Muskie School of Public Service, Institute for Health Policy.

Payne, S.M., C., **Thayer, D.A.**, Keith, R.G., and Ziller, E.C. 2006. Evaluation of the Maine Medicaid Preferred Drug list.

Payne, S.M.C., **Thayer, D.A.**, & Keith, R.G. 2002. Use of cancer screening tests by female Mainecare beneficiaries.

Katie Rosingana

Research Associate I, Public Health and Health Policy



Education

Tufts University
Bachelor of Arts, History and English

Summary

Ms. Rosingana has over twenty years of experience in project management, policy analysis, stakeholder engagement, and program evaluation involving qualitative and survey methods, especially focusing on initiatives related to patient and provider experience within Medicaid programs. Currently, she is Project Director for Cutler's NH DSRIP 1115 demonstration waiver evaluation and leads the qualitative team's research efforts for the evaluation. She was a member of the Maine Health Home evaluation team where she conducted site visits and interviews at Health Homes and Community Care Teams across the state. Her work with MaineCare on the Value- Based Purchasing stakeholder engagement project included designing and conducting statewide Listening Sessions for MaineCare members, writing and presenting Listening Sessions Report, as well as quantitative survey & protocol development for written beneficiary surveys. As part of this project she conducted over twenty in- home structured interviews for MaineCare members receiving Long- Term Services and Supports. Recently she participated in the Lunder Dineen pilot evaluation, developing clinician surveys and conducting key informant interviews in primary care practices to gather information about provider- patient discussions about alcohol use. In addition, her stakeholder and beneficiary facilitation work with the Maine Department of Health and Human Services on the Value- Based Purchasing initiative supplied beneficiary and provider feedback into the development of the Department's MaineCare Health Home program.

CORE COMPETENCIES

- Qualitative Research Methods & Analysis
- Project Management
- Medicaid Beneficiary Experience
- Stakeholder Engagement
- Program Development & Evaluation

Employment

2019 – Present	Research Associate I, Cutler Institute, University of Southern Maine
2014-2019	Research Analyst II
2004-2014	Policy Analyst I

- Project Director for NH DSRIP Evaluation, helping develop and ensuring adherence to evaluation and analytic plans, budgets, and staffing needs. Leads qualitative team, which conducted, analyzed and summarized over 70 interviews for the Interim Report to CMS, and aided in survey design, development and deployment for four types of stakeholders. Co-authored CMS Interim Report. Oversees reporting to NH DHHS and client relations, work plans and time lines.

- Provide technical assistance, research and evaluation services to programs and foundations working to improve healthcare delivery in Maine including the Lunder- Dineen Health Alliance of Maine (Time- to- Ask Pilot), and the Maine Health Access Foundation (MeHAF) Rural Health Profiles, Addiction Care Program, and the annual Survey of Children served by MaineCare (CHIP, the state's 1115 waiver). Led qualitative data collection effort for the MeHAF project, which includes ten practices across the state, conducting focus groups and key informant interviews of providers and persons in recovery.
- Participated on team that provided Lunder Dineen (funder) a contextual assessment of how three primary practice pilot sites gather and use information about alcohol use from patients to inform a future pilot program. Activities included a literature review, development and dissemination of two surveys (office systems and clinician), development of a qualitative survey tool, and qualitative interviews with practice staff. Assisted in presentations and drafted qualitative findings for final report. NVivo was utilized to organize and assist in data qualitative analysis.
- MaineCare Health Homes Evaluation and Program Monitoring: Participated on this evaluation team that used a mixed methods approach assessing program implementation across the state by Health Home practices and Community Care Teams. Activities include assisting with the development of a research plan, conducting interviews with community care teams and a sample of health home practices, qualitative and quantitative data analysis, and assisting in writing findings. Drafted two project briefs. Programmatic monitoring was provided on a quarterly basis; assisted in data preparation and report writing for both Stage A (chronic conditions) and Stage B (behavioral health) Health Homes.
- Maine Direct Service Workers: Authored a technical assistance guide to Maine direct service worker titles after researching federal and state laws, policies, rules and guidelines to identify requirements for direct service worker training, job descriptions, and populations served. Assisted in developing a competency- based, coordinated training program for direct service workers in the state.
- MaineCare Stakeholder Engagement: Provided technical assistance, plain- language materials and consultation in the organization and support of advisory committees to DHHS, facilitating stakeholder advisory meetings and incorporating stakeholder input into new model design. Activities also included conducting statewide Listening Sessions for MaineCare members, writing and presenting Listening Sessions Report to Department and all stakeholders, survey & protocol development for written surveys and structured interviews for MaineCare members receiving Long- Term Services and Supports (and conducting said interviews), and writing final report.

- **Provider Incentive Program:** Assisted the Maine Department of Health and Human Services in investigating alternative strategies or methodologies to inform modifications to the PCPIP program, which uses provider incentives to improve the quality of care provided. Activities include literature review & summary on commercial and Medicaid pay- for- performance (“P4P”) programs, key staff interviews & summarization of Maine commercial payers’ P4P programs, development of project decisions tracking tools, presentation preparation for Department.
- **MaineCare Managed Care:** Assisted the Office of MaineCare Services as it developed a managed care model for its Medicaid program. Activities included conducting literature review of managed care models in other states, writing report to the legislature on feasibility of such a program in Maine; assisting in work plan development for managed care project, providing technical assistance and consultation in the development of managed care model. When the model updated to Value- Based Purchasing, activities included researching and summarizing emerging ACOs (Accountable Care Organizations) in other states’ Medicaid programs.
- **Patient Centered Medical Homes (PCMH) Pilot:** Baseline Patient Survey Developed and executed baseline patient survey for 26 PCMH pilot sites in Maine. Activities included overseeing project work plan, survey and protocol development, technical assistance to practice sites executing the survey, oversee data roll- up and delivery to Quality Counts (project funder).
- **Medicaid Best Practices:** Investigated best practices in other states’ Medicaid programs to inform policy makers and MaineCare staff on how to improve its program. Activities included literature reviews, policy briefs, memos and power point presentations to policy makers on other states’ best practices in various aspects of their Medicaid program.
- **MaineCare Policy Analysis:** Developed policies/ rules for the Maine Medicaid program (Office of MaineCare Services), met with stakeholders on proposed changes to these policies; drafted and updated new rules for the MaineCare Benefits Manual (MBM); informed Medicaid staff of changes to CMS policy via briefs and memos.

1998-2003

Fiscal Policy Analyst, Massachusetts Executive Office of Health and Human Services, Boston, MA

- Reviewed programs ,operations, and policies; analyzed agency spending requests and assumptions; tracked spending, revenue, and staffing; made budget-related recommendations based on independent analysis.
- Partnered with agency staff to develop appropriate annual budget recommendations, identify potential risks for increased spending or

decreased revenue, and presented corresponding solutions; worked with departments to implement administrative policies and priorities.

- Identified and monitored budget and policy issues, including changes to state and federal laws, programmatic variables, and economic factors; proposed and analyzed saving initiatives.
- Portfolio (\$2.5M in SFY2000) included Department of Social Services (DSS), Department of Mental Retardation (DMR), Department of Transitional Assistance (DTA), Office of Child Care Services (OCCS).

1995-1998

Legislative Aid, State Senator Richard R. Tisei, Boston, MA

- Researched key issues, drafted and tracked legislation pursuant to Senator's service on Committee on Health and Human Services.
- Analyzed public issues and federal, state, and local legislative trends, drafted briefing reports and committee testimony.
- Wrote weekly column published in seven local newspapers.

Technical Reports

Smith ML, Thayer D, **Rosingana K**, McGuire C, Gallo R, Ali E, Dooley O, Merrill T, Pearson K, Richards M, Egeland T. *Interim Evaluation Report by the Independent Evaluator for the New Hampshire Delivery System Reform Incentive Payment (DSRIP) Program*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; October 19, 2020.

Smith ML, **Rosingana K**, Gallo R, Ali E, Richards M, Egeland T. *Health Access Network: MeHAF Addiction Care Program*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; 2020.

Smith ML, **Rosingana K**, Ali E, Gallo R, Egeland T. *Healthy Acadia MeHAF Addiction Care Program. Year Three Summary*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; 2020.

Smith ML, Jimenez F, **Rosingana K**. *Expanding Low Barrier Access to Medication Assisted Treatment: Issue Brief*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; 2020.

Smith ML, Ali E, **Rosingana K**, Richards M, Gallo R, Egeland T. *Recovery and Opioid Addiction Resources (ROAR): Summary of Kennebec Behavioral Health Focus Group*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; 2020.

Rosingana K, Ali E, Pearson K. *Lincoln County Community Paramedicine Data Collection Initiative*. University of Southern Maine, Cutler Institute; February 2020.

Ali E, **Rosingana K**, Pearson K. *Lincoln County Community Paramedicine Data Collection Initiative [Infographic]*. University of Southern Maine, Cutler Institute; 2020.

Smith ML, **Rosingana K**, Gallo R, Jimenez F, Richards M. *Addressing the Treatment and Recovery Support Needs of Individuals with Opioid Use Disorder: Patient Perspectives. Issue Brief*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; 2019.

Smith ML, Jimenez F, **Rosingana K**, Richards M. *Addressing Unhealthy Alcohol Use in Maine: A Programmatic Evaluation of the Time to Ask Pilot Project: A Blended Learning Education Program Addressing Unhealthy Alcohol Use for Interprofessional Teams in Primary Care*.

University of Southern Maine, Muskie School of Public Service, Cutler Institute; March 2019.

Smith ML, Gallo R, **Rosingana K**, Richards M, Jimenez F. *Expanding Access to Medication-Assisted Treatment (MAT) through Primary Care Practices: Findings from the Maine Health Access Foundation's Addiction Care Program (Years One and Two)*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; July 2019.

Gallo R, Smith ML, **Rosingana K**. *Challenges and Strategies to Expanding MAT within Primary Care: Provider Perspectives. Issue Brief*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; 2019.

Smith ML, **Rosingana K**, Richards M, Jimenez F. *Linking a Community: Bringing People Together for Comprehensive MAT*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; 2018.

Smith ML, **Rosingana K**, Jimenez F, Gallo R, Richards M. *Maine Health Access Foundation Addiction Care Program: Interim Evaluation Report*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; May 2018.

Smith ML, **Rosingana K**, Haram E. *Expanding Access to MAT through Primary Care Practices*. Presented at: Maine Public Health Association; May 2018; Augusta, ME.

Smith ML, Gallo R, **Rosingana K**. *Clinician and Practice Attitudes towards Integrating Alcohol Screening and Brief Intervention into Primary Care Practices in Maine*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; 2016.

Smith ML, Elbaum Williamson M, Pratt J, Gallo R, **Rosingana K**, Keller J, Richards M. *Time to Ask: An Alcohol Education Pilot for Healthcare Professionals. Clinical Needs Assessment*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; March 2016.

Smith ML, Croll Z, Thayer D, Gallo R, **Rosingana K**. *2014 Survey of Children Served by MaineCare*. University of Southern Maine, Muskie School of Public Service, Cutler Institute; December 2016.

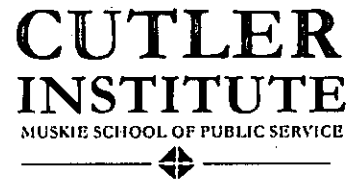
Fox K, Gray C, **Rosingana K**, Thayer D. *MaineCare Stage A Health Homes Year 1 Report: Implementation Findings and Baseline Analysis*. March 18 2014.

Fox K, Gray C, **Rosingana K**. *Early Lessons Learned in Implementing MaineCare Health Homes*. September 2014. Fox K, Gray C, **Rosingana K**. *MaineCare Health Homes Enrollment in the First Year of Implementation*. September 2014.

Fralich J, **Rosingana K**, Richards M, Bell V, Olsen L, Pratt J. *Personal experiences with MaineCare services from people who use Elder and Adults with Disabilities Waiver and Private Duty Nursing/Personal Care services*. 2012.

Hansen A, **Rosingana K**, Edris N. *Summary report of the MaineCare Listening Sessions*. University of Southern Maine, Cutler Institute; 2010.

Mary Lindsey Smith
Senior Research Associate



Education

VA Pittsburgh Health Care System
Advanced Fellow in Mental Health Research (Post-Doctoral)

Center for Health Equity Research and Promotion
Health Services Research Fellow (Post-Doctoral)

University of Pittsburgh
Doctorate, Social Work & Gerontology

University of Pittsburgh
Masters of Social Work, Community Organizing & Social Administration

University of New Mexico
Bachelor of Arts, Criminology & Social Welfare Policy

Summary

Dr. Smith has extensive research and clinical experience in behavioral health. Currently a Senior Research Associate in the Population Health and Health Policy program in the Cutler Institute, she is responsible for designing and implementing health services research and evaluation projects. Dr. Smith's work focuses on substance use disorders, the integration of behavioral and physical health, addiction care, and the opioid crisis. Dr. Smith has been awarded grants funded by the Centers for Medicare & Medicaid Services (CMS); Health Resources and Services Administration (HRSA); National Institutes of Health (NIH); National Institutes of Mental Health (NIMH); National Institute of Justice (NIJ); the Substance Abuse and Mental Health Services Administration (SAMHSA), and the Veteran's Administration. Her projects at the state and local level have been funded by the state of Maine, including the Maine Department of Corrections, Office of Aging & Disability Service, and Office of MaineCare Services, and private foundations and health systems such as Lunder-Dineen Health Education Alliance of Maine, Maine Health Access Foundation, Healthy Acadia, MaineGeneral and MaineHealth. She is the site Principle Investigator for the new HRSA-funded Center on Rural Addiction. She is a member of the evaluation leadership team for the Northern New England Clinical and Translational Research network. She has directed the Annual Survey of Children Served by MaineCare and managed the statewide reporting for MaineCare's Child Core Set metrics. Within the Muskie School of Public Service, Dr. Smith was a co-instructor for a Masters-level course: *Seminar in Behavior Health*.

Over the past 20 years, Dr. Smith has participated in the development and implementation of a wide variety of health services and behavior health research and evaluation projects. She has extensive research and clinical expertise in the area of substance use and behavioral health

CORE COMPETENCIES

- Evaluation Design & Implementation
- Behavioral Health Research & Evaluation
- Survey Methodology
- Health Metrics
- Claims-Based Analysis
- Statistical Analysis
- Qualitative Research
- Health Services Research

disorders, the primary focus of her research agenda for, and has helped design and manage program evaluations at the state and federal levels. Her work has focused on macro- level issues designed to help systems reduce illness burden as well as healthcare utilization and costs. Her recent research has explored and evaluated models of integrated care and understanding mechanisms of practice transformation during quality improvement initiatives or program implementation. Dr. Smith is trained in both qualitative and quantitative research methods; her expertise includes applied research, evaluation design, survey methodology, psychometrics, primary and secondary data analysis, quality measurement, and program monitoring. She holds a Masters and Doctorate degree from the University of Pittsburgh, with advanced post-doctoral training in health services and behavioral health research.

Employment

2018 – Present	<p>Senior Research Associate, Cutler Institute, University of Southern Maine</p> <p>As Senior Research Associate, serves as the Principle Investigator (PI) on several large federal grants designed to address substance use disorders, including HRSA’s Rural Opioid Communities Response Program, SAMHSA and CMS, and is the Maine site PI for the HRSA-funded Center on Rural Addiction. Member of the evaluation leadership team for the Northern New England Clinical and Translational Research Network.</p> <ul style="list-style-type: none">• Secures funding to support research activities• Works with community partners on medium to large scale research and evaluation projects• Supervises a team of researchers• Participates in the design and implementation of program evaluations• Develops and oversee study protocol and procedures• Oversees project budgets• Analyzes qualitative and quantitative data• Oversees survey and measures development• Prepares technical reports, briefs, presentations and peer-reviewed journal articles
2013 – 2018	<p>Research Associate II, Cutler Institute, University of Southern Maine Research Associate I Research Analyst II</p> <p>As Research Associate II, serves as the Principle Investigator (PI) on a grant funded by the Maine Health Access Foundation aimed at evaluating their Addiction Care Program. Also PI for a project funded by the Maine Cancer Foundation aimed at evaluating their Challenge Cancer 20/20 Initiative. Member of the evaluation leadership team for the Northern New England Clinical and Translational Research network. Project Director for the Annual Survey of Children Served by MaineCare, and manage the</p>

statewide reporting for the Child Core Set metrics, and Project Director for the Lunder- Dineen Evaluation of an Alcohol Education Program for Healthcare Providers. Co- instructor of Masters level course at the Muskie School of Public Service entitled "Seminar in Behavioral Health."

- Prepares grant proposals independently and with other Muskie investigators
- Participates in the design and implementation of program evaluations, develops and oversee study protocol and procedures, survey and measures development
- Oversees project budgets, supervises project staff
- Analyzes qualitative and quantitative data
- Provides expert consultation on measurement and psychometrics to the State of Maine
- Prepares technical reports, briefs and peer reviewed journal articles and presentations

As Research Associate I, provided methodological and statistical support to a variety of ongoing public health projects at the institute including a statewide evaluation of health homes, an examination of opiate use in rural settings and a dementia capable grant aimed at training practitioners to screen for dementia in a variety of settings. Measurement Lead for a federally- funded Medicaid CHIPRA quality improvement demonstration grant (Improving Health Outcomes for Children) which focus on child health quality measurement; statewide practice improvement; and health information technology.

As a Research Analyst II, was Measurement Lead for a federally- funded Medicaid CHIPRA quality improvement demonstration grant (Improving Health Outcomes for Children) and Project Director for the Annual Survey of Children Served by MaineCare. Provided methodological and statistical support to a variety of ongoing public health projects at the Institute.

2009-2013

Research Consultant, University of Pittsburgh

Served as the study coordinator for the National Institute of Mental Health (NIMH) grant evaluating the success of a program designed to engage undergraduates and first-year medical students in research.

- Developed and oversaw study follow- up protocol and procedures
- Trained and supervised student interns and volunteers
- Oversaw the distribution and collection of program evaluation forms and follow- up questionnaires
- Maintained and monitored programs online social media (Facebook and LinkedIn profiles)

- Created and maintained Access and Excel MIS Databases for study electronic data files
- Tracked project progress and maintained project follow- up timelines
- Coordinated regular monthly meetings for study staff
- Prepared quarterly reports on program activities for the Principle Investigator and NIMH
- Complied and analyzed study data as requested by the Principle Investigator
- Assisted in preparation of presentations and publications of study findings

2013

Health Services Research Fellow, VA Pittsburgh Healthcare System, Center for Health Equity Research and Promotion (CHERP)

Participated in health services research activities and ongoing didactics designed to develop and enhance my skills in health services research. Managed ongoing scholarly projects under the guidance of senior faculty.

- Prepared grant proposals independently and with other CHERP investigators
- Participated in didactic seminars at VAPHS and the University of Pittsburgh Clinical and Translational Science Institute
- Received further training in the use of administrative data in health services research
- Managed my ongoing research projects and staff
- Designed and managed large research study databases in Access and SPSS
- Extracted, cleaned and coded administrative health data for use in research
- Analyzed and interpreted study data
- Prepared biannual progress reports for funders and VA Central Office
- Presented research findings to clinical staff and research investigators at VAPHS
- Collaborated with other investigators on the preparation of manuscripts

2010-2012

Advanced Fellow in Mental Health Research, VA Pittsburgh Healthcare System, Mental Illness Research Education and Clinical Center (MIRECC)

Received training in academic and health systems research, clinical care service delivery, and program administration in an interdisciplinary environment. The fellowship combined individual mentored research and

clinical training with ongoing educational experiences through lectures, conferences and writing groups.

- Worked independently, under the supervision of senior center faculty, to develop grant proposals
- Conducted clinical assessments and provided consults to Veterans struggling with comorbid substance abuse and physical and/or mental health conditions as a member of the Substance Abuse Assessment Team (SAAT)
- Participated in didactic seminars, MIRECC Journal Club and the Advanced Fellow Writing group
- Designed, acquired funding for and implemented two pilot research projects examining the concurrent use of alcohol and medications among older Veterans
- Prepared and submitted IRB documents
- Oversaw the creation of study budgets and budget justifications
- Hired and supervised study staff
- Designed and managed large research study databases in Access and SPSS
- Extracted, cleaned and coded administrative health data for use in research
- Analyzed and interpreted study data
- Prepared biannual progress reports for funders, VA Central Office and the MIRECC
- Regularly presented research findings to clinical staff and research investigators at VAPHS, the Philadelphia VA Medical Center and the University of Pittsburgh
- Prepared and published peer-reviewed journal abstracts and articles
- Gave scientific presentations at national academic psychiatry and medicine meetings

2009

Research Associate, VA Pittsburgh Health System, Mental Illness Research Education and Clinical Center (MIRECC)

Designed and maintained Management Information Systems (MIS) databases for various studies conducted at the VAPHS Mental Illness Research Education and Clinical Center (MIRECC).

- Designed, created and managed study MIS Access databases to meet project needs, engaged in ongoing maintenance of MIS databases
- Provided technical support to investigators, entered study data
- Served as a member of the centers Data Management Team which is responsible for designing and enforcing VA policies on data security and management at the center

- 2009-2013 Research Consultant, University of Pittsburgh, Department of Psychiatry
- Served as the study coordinator for a National Institute of Mental Health (NIMH) grant evaluating the success of a program designed to engage undergraduates and first-year medical students in research.
- Developed and oversaw study follow-up protocol and procedures
 - Trained and supervised student interns and volunteers
 - Oversaw the distribution and collection of program evaluation forms and follow-up questionnaires
 - Maintained and monitored programs online social media (Facebook and LinkedIn profiles)
 - Created and maintained Access and Excel MIS Databases for study electronic data files
 - Tracked project progress and maintained project follow-up timelines
 - Coordinated regular monthly meetings for study staff
 - Prepared quarterly reports on program activities for the Principle Investigator and NIMH
 - Compiled and analyzed study data as requested by the Principle Investigator
 - Assisted in preparation of presentations and publications of study findings
- 2007-2008 Graduate Teaching Assistant (TA), University of Pittsburgh, Department of Social Work
- Served as TA for Masters level course entitled "Social Welfare Policy" as well as a TA for Master level course entitled "Human Behaviors in the Urban Environment"
- 2005-2007 Project Coordinator, University of Pittsburgh, Department of Social Work
- Served as the project coordinator of a qualitative project entitled "Photovoice with Older African American Methadone Clients." The project utilized the methodology of photovoice, a participatory research method that combines the use of photography and narratives, to examine treatment barriers among older African-American methadone clients.
- 2004-2008 Graduate Student Research Assistant, University of Pittsburgh, Department of Social Work
- Worked as a Graduate Student Research Assistant (GSRA) on a number of research projects primarily focused on health and mental health of older adult substance abusers. These projects involve the use of both qualitative and quantitative research methods.

- 2003-2004 Research Intern, Outreach and Care Collaborative
- Worked independently as a research intern for the Outreach and Care Collaborative (OCC). The primary goal of the OCC, a group of 8 community organizations in Pittsburgh, was to work together to provide increased access and streamline care for African- Americans living with HIV/AIDS in Pittsburgh. Primary responsibility was to use research (surveys and semi- structured interviews) to continually monitor the progress and success of the collaborative.
- 2003 Graduate Intern, United Way of Allegheny County
- Working in Community Impact and Strategies Department, assisted in planning and implementing program evaluations of United Way Partner agencies. Developed surveys, worked with community agencies to implement and facilitate evaluation process, synthesized and presented survey results to department staff.
- 2000-2002 Research Coordinator, University of New Mexico, Institute for Social Research
- Served as the Research Coordinator for several ISR research projects including a statewide evaluation of juvenile and adult drug courts; an evaluation of statewide DWI programs; and three Target City Expansion grants (TCE).
- 1999-2000 Research Coordinator, University of New Mexico, Institute for Social Research
- Worked as a research assistant for the Arrestee Drug Abuse Monitoring project (ADAM), a National Institute of Justice (NIJ) multi- site study of drug use among arrestees. Also assisted on a variety of ISR funded State and Federal evaluations.

Grants

Years	Grant Number and Title	Role	Source	Amount
2019-2021	Substance Use Disorder Prevention that Promotes Opioid Recovery and Treatment for Patients and Communities (SUPPORT)	Principal Investigator	CMS	\$335,530
2019-2022	Rural Communities Opioid Response Program (RCORP)- Rural Centers of Excellence (RCOE) on Substance Use Disorders	Site Principal Investigator for Center on Rural Addiction	HRSA	\$820,000

2019-2022	RCORP- Evaluation of the Pine Tree Opioid Project	Principal Investigator	HRSA	\$177,688
2019-2022	RCORP- Evaluation of MGMC Opioid Implementation Project	Principal Investigator	HRSA	\$87,921
2019-2020	Medication Assistance Treatment Pilot Evaluation in Maine Prisons	Co-Investigator	Maine Department of Corrections	\$35,835
2019	Evaluation of the Preble Street Learning Collaborative	Principal Investigator	Maine Health Access Foundation	\$7,500
2018-2021	Evaluation of NH CMS 1115 DSRIP Demonstration	Principal Investigator	CMS	\$1,790,790
2018-2021	Evaluation of Targeted Capacity Expansion: Increasing Access to MAT through the Downeast Substance Treatment Network	Principal Investigator	SAMHSA	\$180,000
2018-2019	RCORP- York County Rural Opioid Planning Project: Gap Analysis	Principal Investigator	HRSA	\$31,751
2017-2022	Northern New England Clinical and Translational Research Network	Leadership Team Tracking and Evaluation Core	National Institute of Health	\$1,500,000
2017-2020	Evaluation of Expanding Patient-Centered Addiction Care Program	Principal Investigator	Maine Health Access Foundation	\$224,930

2017	Maine Cancer Foundation: Challenge Cancer 20/20 Initiative	Principal Investigator	Maine Cancer Foundation	\$54,361
2017	Qualitative Assessment of Substance Use and Mental Health Services and Needs in Lincoln County Maine	Principal Investigator	Healthy Lincoln County	\$5,503
2014-2017	Office of MaineCare Services (OMS): Healthcare Analysis, Professional Services, and Systems Management- Health Homes Program Monitoring	Project Director	Maine Department of Health and Human Services	\$379,951
2014-2019	OMS: Healthcare Analysis, Professional Services, and Systems Management- CHIP	Project Director	Maine Department of Health and Human Services	\$178,497 annually
2015-2018	OADS Long-Term Care Projection Model	Project Director	Office of Aging and Disability Services, State of Maine, DHHS	\$391,774
2014-2017	Time To Ask An Alcohol Education Pilot for Healthcare Professionals: Needs Assessment	Principal Investigator	Lunder-Dineen Health Education Alliance of Maine	\$144,650
2013-2016	Evaluation of Maine Dementia Capable Services System. (MEDCAPS)	Principal Investigator	Office of Aging and Disability Services, State of Maine, DHHS	\$29,771
2012	Practical Content for Alcohol Intervention Discussions in Primary Care (PC-AID-PC)	Principal Investigator	Substance Use Disorder Quality Enhancement Research Initiative, VA Palo Alto Health Care System	\$10,000

2011-2012	VA MIRECC Concurrent Alcohol and Psychotropic Medication Use Among Older Veteran Adults (CAMOVA)	Principal Investigator	Mental Illness Research, Education and Clinical Center, VA Pittsburgh Healthcare System	\$24,620
2010-2012	VA CHERP Pilot Concurrent Alcohol- Medication Use and Health Outcomes Among Older Veterans	Principal Investigator	Center for Health Equity Research and Promotion, VA Pittsburgh Healthcare System	\$24,850
2007-2009	Just One More: An Examination of the Prevalence, Correlates and Consequences of Concurrent Alcohol and Medication Use in Older Adults.	Principal Investigator	Gerontological Society of America	\$70,000

Publications

Peer-reviewed Articles

Castle NG, Wagner LM, Ferguson JC, **Smith ML**, Handler SM. Alcohol misuse and abuse in assisted living. *J Am Med Dir Assoc*. Jan 2012;13(1):e7. doi:10.1016/j.jamda.2011.06.010.

Smith ML, Rosen D. Mistrust and self-isolation: barriers to social support for older adult methadone clients. *J Gerontol Soc Work*. Oct 2009;52(7):653-67. doi:10.1080/01634370802609049

Rosen D, **Smith ML**, Reynolds CF, 3rd. The prevalence of mental and physical health disorders among older methadone patients. *Am J Geriatr Psychiatry*. Jun 2008;16(6):488-97. doi:10.1097/JGP.0b013e31816ff35a

Book Chapters

Lendarson J, **Smith ML**. Catastrophic Consequences: The Link between Rural Opioid Use and HIV/AIDS. In *HIV/AIDS in Rural Communities- Research, Education, and Advocacy*. New York, NY: Springer; 2017.

Castle N, **Smith ML**, Wolf DG. Long- term care and alcohol use. In Kuerbis A, Moore AA, Sacco P, Zanjani F, eds. *Alcohol and Aging: Clinical and Public Health Perspectives*. Switzerland: Springer International Publishing;2016:233-246.

Peer- Reviewed Abstracts

Smith ML. Characteristics of community- dwelling older adults associated with the concurrent use of alcohol and alcohol- interactive medications. *Substance Abuse*. 2011;32(1):50-51.

Smith ML. Trajectories of concurrent alcohol and medication use among older adults. *Substance Abuse*. 2011;32(1):67-68.

Technical Reports

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Jeffrey A. Meyers
Commissioner

Henry Lipman
Director

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

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

September 12, 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, Office of Medicaid Services, to enter into an agreement with University of Southern Maine, Vendor #TBD, PO Box 9300, 93 Falmouth Street, Portland, ME 04104, in an amount not to exceed \$1,790,797, for the provision of implementing an evaluation plan for New Hampshire's Delivery Systems Reform Incentive Program, effective upon date of the Governor and Executive Council approval, through March 31, 2022. 50% Federal Funds, 50% General Funds.

Funds are available in the following account for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Years 2020 through 2021, 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 approval from the Governor and Executive Council, if needed and justified.

05-095-047-470010-52010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF OF MEDICAID & BUS POLICY, IDN FUND

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2019	102-500731	Contracts for Prog Svc	47004240	\$658,976
2020	102-500731	Contracts for Prog Svc	47004240	\$568,252
2021	102-500731	Contracts for Prog Svc	47004240	\$563,569
2022	102-500731	Contracts for Prog Svc	47004240	\$0
			Total	\$1,790,797

EXPLANATION

The purpose of this request is to enter into an agreement with an external evaluator for the evaluation of the New Hampshire Delivery System Reform Incentive Program (DSRIP) in accordance with the NH DSRIP Evaluation Design as approved by the U.S. Centers for Medicaid and Medicare Services.

The University of Southern Maine will implement the evaluation plan of New Hampshire Medicaid's Section 1115(a) Delivery System Reform Incentive Program (DSRIP) waiver. The DSRIP waiver was approved by the Centers for Medicare and Medicaid Services (CMS) on January 5, 2016, and is active through December 31, 2020. The DSRIP waiver supports delivery system transformation. The waiver enables health care providers and community partners within a region to form relationships focused on transforming care. The waiver also provides timely resources for combating the opioid crisis and strengthening the State's strained mental health delivery system.

Evaluating the results of an 1115(a) waiver by an independent evaluator is federally required by the Special Terms and Conditions of the waiver approval. The Centers for Medicare and Medicaid Services approved New Hampshire's evaluation plan on September 5, 2017.

Funds in this agreement will be utilized by the proposed vendor to implement the federally approved evaluation plan. The proposed vendor will calculate performance measures, conduct stakeholder interviews and produce federally required reports.

The results of the evaluation plan will inform the Department as to whether the goals of the DSRIP waiver have been achieved. This includes understanding if the DSRIP Demonstration was effective in achieving better care and improved health outcomes for Medicaid beneficiaries. In addition, the Department will better understand the DSRIP Demonstration's impact on improving the behavioral health work force, information technology infrastructure, and coordination between providers.

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

- Data collection and analysis is timely and accurate;
- Federal reporting is submitted to CMS for approval; and,
- Federal performance reports represent valid and reliable findings as indicated by federal CMS approval.

University of Southern Maine was 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 November 29, 2017 through December 28, 2017. The Department received one (1) proposal. The proposal was reviewed and scored by a team of individuals with program-specific knowledge. The Score Summary is attached.

As referenced in the Request for Proposals and the Exhibit C-1 of this contract, this Agreement has the option to extend for up to four (4) additional years, contingent upon satisfactory delivery of services; available funding, agreement of the parties and approval of the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

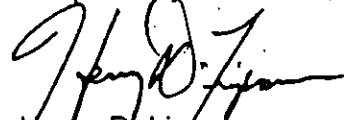
Should the Governor and Executive Council not authorize this request, the Department would be out of compliance with the Special Terms and Conditions of the DSRIP waiver which may result in financial penalties.

Area served: Statewide

Source of Funds: 50% Federal Funds from CFDA #93.778 Centers for Medicare and Medicaid Services (CMS), NH Delivery System Reform Incentive Payment (DSRIP) Demonstration Waiver FAIN #NH20164, 50% 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,



Henry D. Lipman
Medicaid Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

**Delivery System Reform Incentive
Program (DSRIP) Evaluator**

RFP-2018-OQAI-01-EVALU

RFP Name

RFP Number

Bidder Name

- 1. University of Southern Maine
- 2. 0
- 3. 0
- 4. 0

Pass/Fail	Maximum Points	Actual Points
	500	438
	500	0
	500	0
	500	0

Reviewer Names

- 1. Laura Holmes; Prog Planning & Review
Spdst, Elderly Svcs, DHHS
- 2. _____
- 3. Caroline Trexler
- 4. Grant Beckman, Administrator II,
OCOM, COST
- 5. Athena Gagnon, COST
- 6. Amy O'Hara, Finance Mgr, BHHS, Div
of Family Asst. COST



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

September 25, 2018

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 contract with University of Southern Maine, of Portland, ME as described below and referenced as DoIT No. 2018-103.

This is a request to enter into a contract to implement an evaluation plan for the NH Delivery System Reform Incentive Payment (DSRIP) Demonstration Waiver project in accordance with the NH DSRIP Evaluation Design that has been approved by the US Center for Medicaid Services (CMS). The NH DSRIP Demonstration aims to transform the way physical and behavioral health care is delivered to Medicaid beneficiaries with behavioral and/or substance use disorders (SUD), with the aim of improving health care quality, improving population health, reducing avoidable hospital use, and lowering health care costs.

The amount of the contract is not to exceed \$1,790,797 and shall become effective the date of Governor and Executive Council approval, through March 31, 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 #2018-103

cc: Bruce Smith, IT Manager, DoIT

Subject: Delivery System Reform Incentive Program (DSRIP) Evaluation - REP-2018-00A(B)-EVALU

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name University of Southern Maine		1.4 Contractor Address PO Box 9300 96 Falmouth St. Portland, ME 04104-9300	
1.5 Contractor Phone Number 207-228-8538	1.6 Account Number 05-95-47-470010-52010000 102-500731	1.7 Completion Date March 31, 2022 March 1, 2022	1.8 Price Limitation \$ 1,790,797.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature <i>T. Blair Kirk</i> 8/16/18		1.12 Name and Title of Contractor Signatory Tamara L. Blair Kirk Director, Research Service Center	
1.13 Acknowledgement: State of <u>Maine</u> County of <u>Cumberland</u> On <u>August 16</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.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Amy Blaisell</i> 8/16/2018			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Amy Blaisell</u>			
1.14 State Agency Signature <i>Henry D. Lipman</i> Date: <u>9/14/2018</u>		1.15 Name and Title of State Agency Signatory <u>Henry D. Lipman, Medical Director</u>	
1.16 Approval by the NH Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <i>Megan A. Gade</i> <u>9/18/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Delivery System Reform Incentive Program (DSRIP) Evaluator -RFP-2018-QQA1-Q1-EVALU



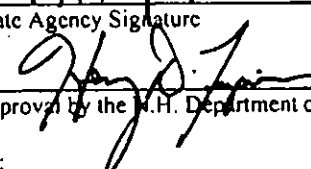

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1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature  8/16/18		1.12 Name and Title of Contractor Signatory Tamara L. Blair Kirk Director, Research Service Center	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u> On <u>Aug 16</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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  8/16/2018			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Amy Blaisdell</u>			
1.14 State Agency Signature  Date: <u>9/14/2018</u>		1.15 Name and Title of State Agency Signatory <u>Henry D. Lipman, Medicaid Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. York Attorney 9/18/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

2. Scope of Services

- 2.1. The Contractor shall schedule an on-site meeting with the Department and Delivery System Reform Incentive Program (DSRIP) staff for a project kick-off meeting, within thirty (30) days of the Contract effective date in order to:
 - 2.1.1. Clarify evaluation goals and priorities;
 - 2.1.2. Discuss next steps, including establishing a final implementation plan;
 - 2.1.3. Establish data sharing protocols, processes, and procedures; and
 - 2.1.4. Solidify project timelines.
- 2.2. Project Management and Support
 - 2.2.1. The Contractor shall prepare and submit a draft DSRIP Evaluation Implementation Work Plan within thirty (30) calendar days of the Contract effective date to the Department for approval. The Implementation Plan shall include, but is not limited to:
 - 2.2.1.1. All evaluation activities and accompanying tasks, which shall include, but are not limited to:
 - 2.2.1.1.1. Accessing Department Data sets.
 - 2.2.1.1.2. Data assessment.
 - 2.2.1.1.3. Data collection and preparation.
 - 2.2.1.1.4. Measures calculation.
 - 2.2.1.1.5. Data analyses.



- 2.2.1.1.6. Development and completion of all required interviews and surveys.
- 2.2.1.1.7. Activities for monitoring budget neutrality.
- 2.2.1.1.8. Meetings and/or conference calls.
- 2.2.1.1.9. Activities for monitoring budget neutrality.
- 2.2.1.1.10. Activities for monitoring compliance with the DSRIP budget neutrality agreement.
- 2.2.1.2. Timeframes for completion (start dates, end dates, percent complete).
- 2.2.1.3. Identification of the responsible individuals.
- 2.2.2. The Contractor shall maintain a log to track decisions made regarding any changes to the DSRIP Evaluation Design and/or Implementation Plan.
- 2.2.3. The Contractor shall host conference calls biweekly with Department staff throughout the project.
- 2.2.4. The Contractor shall participate in conference calls with Centers for Medicare and Medicaid Services (CMS) as needed.
- 2.2.5. The Contractor shall provide written monthly progress reports to the Department in accordance with Section 3, Reporting.
- 2.2.6. The Contractor shall respond, via email, to all inquiries from the Department within two (2) business days.
- 2.3. **Conduct Evaluation**
 - 2.3.1. The Contractor shall conduct the evaluation of the Delivery System Reform Incentive Program (DSRIP) adhering to details described in the DSRIP Evaluation Design, Center for Medicaid and Medicare Services and the Department's requirements. Any and all suggested revisions shall be approved by the Department prior to implementation.
 - 2.3.2. The Contractor shall complete the Evaluation activities identified in the DSRIP Evaluation Implementation Plan, as approved by the Department, within the timelines specified.
 - 2.3.3. The Contractor shall support the Department in complying with CMS General Reporting, Evaluation, and Monitoring requirements, as outlined in Section X: Evaluation of the Demonstration of the CMS Special Terms and Conditions (STC) for NH's Section 1115 Demonstration entitled "Building Capacity for Transformation" (<http://www.dhhs.nh.gov/section-1115-waiver/documents/pr-2016-01-05-transformation-waiver-terms.pdf>).



2.4. **Data Sources**

- 2.4.1. The Contractor shall access and analyze information from several sources to assess the impact of the DSRIP demonstration on health and health care outcomes.
- 2.4.2. The Contractor shall obtain the following data from the Department:
 - 2.4.2.1. Data from Non-Claim Discharges from New Hampshire Hospital.
 - 2.4.2.2. MMIs Medicaid claims and encounter data.
 - 2.4.2.3. Premium Assistance Program encounter data.
- 2.4.3. **Stakeholder Interviews**
- 2.4.4. The Contractor shall conduct semi-structured interviews, as specified in the evaluation design, to gather in-depth data from stakeholders on aspects of the DSRIP Demonstration that cannot be gathered from administrative health and health care record data or stakeholder surveys.
- 2.4.5. The Contractor shall interview the following four groups:
 - 2.4.5.1. Medicaid beneficiaries (70 interviews).
 - 2.4.5.2. Health care and community-based providers (35 interviews).
 - 2.4.5.3. IDN administrators (14 interviews).
 - 2.4.5.4. Health information technology stakeholders (20 interviews).
- 2.4.6. The Contractor shall develop an interview instrument for each stakeholder group and submit to the Department for approval.
- 2.4.7. The Contractor shall work with the IDNs to identify administrators and Health Information Technology (HIT) stakeholders based on the statewide HIT assessment completed by the IDNs, and synergize the interviews with the resulting statewide HIT plan, as appropriate.
- 2.4.8. The Contractor shall determine whether a sampling frame is necessary upon identifying the number of key administrators and HIT stakeholders. The Contractor shall determine how the sample should be stratified.
- 2.4.9. The interviews shall be conducted by phone or face-to-face and be audio-taped.
- 2.4.10. The Contractor shall produce a stand-alone report with the results of the stakeholder interviews no later than sixty (60) calendar days upon completion of the interviews.
- 2.4.11. The Contractor shall provide a design of the stand-alone report above for the Department's approval.



2.5. **Stakeholder Surveys**

- 2.5.1. The Contractor shall conduct stakeholder surveys, as specified in the evaluation design, to assess aspects of the DSRIP Demonstration that cannot be gathered from administrative health and health care record data.
- 2.5.2. Survey topics must include: Improvements in Care Coordination and Integration, Perceptions of the IDNs, Health Information Technology, Enhancements to the Information Technology System, and Demographic Characteristics.
- 2.5.3. The Contractor shall survey the following four (4) stakeholder groups:
 - 2.5.3.1. Medicaid beneficiaries further described in Subsection 2.6, Member Satisfaction Surveys.
 - 2.5.3.2. Health care and community-based providers.
 - 2.5.3.3. IDN administrators.
 - 2.5.3.4. Health information technology stakeholders.
- 2.5.4. The Contractor shall submit a population sampling plan for each survey group in Paragraph 2.5.3 to be approved by the Department.
- 2.5.5. The Contractor shall develop a survey instrument for each stakeholder group and submit to the Department for approval.
- 2.5.6. The Contractor shall develop the survey questions based on standard assessment tools relevant to the subject matter, such as the Consumer Assessment of Healthcare Providers and Systems (CAHPS) Clinician and Group survey and its supplements, US Agency for Healthcare Research and Quality (AHRQ)'s Consumer Assessment of Healthcare Providers and Systems (CAHPS) Clinician and Group survey, and CMS's Adult Qualified Health Plan Enrollee Experience Survey, upon Department approval.
- 2.5.7. The Contractor shall produce a stand-alone report with the results of the stakeholder surveys no later than 60 calendar days upon completion of the surveys.
- 2.5.8. The Contractor shall provide a design of the stand-alone report above for the Department's approval.

2.6. **Member Satisfaction Surveys**

- 2.6.1. The Contractor shall must conduct three (3) satisfaction surveys, one (1) annually, of a specified Medicaid population and conduct an analysis of the data for the generation of statewide rates stratified by each IDN. The survey design and methodology for data analysis must follow the National Committee for Quality Assurance of Health Plans (NCQA) Health Plan



Consumer Assessment of Healthcare Providers and Systems (CAHPS) requirements and protocols.

2.6.2. The satisfaction survey shall include the following basic components, but are not limited to:

2.6.2.1. Approximately ten (10) specific questions to be combined with appropriate screening questions and any recommended introductory and ending questions.

2.6.2.2. Seven (7) samples of 1,350 members (one for each IDN).

2.6.2.3. A minimum of four-hundred eleven (411) expected responses.

2.6.2.4. Paper survey that is mailed to participants; and

2.6.2.5. Follow up via telephone.

2.6.3. The Contractor shall provide raw data and stand-alone reports from the member satisfaction survey in an agreed upon format.

2.7. IDN Data

2.7.1. The Contractor shall collaborate with the Department and the IDN Administrative Leads to access the client, clinical, and performance data needed from the IDNs' provider networks to complete the evaluation.

2.7.2. The Contractor shall work with the Department and the IDN Administrative leads to access data from the IDNs' provider networks to examine enhancements to the HIT system and the size and training of the networks.

2.7.3. The Contractor shall maintain the security of the data at all times in accordance with Department requirements

2.8. Data Analysis and Methods

2.8.1. The Contractor shall analyze the evaluation data in the manner specified in the evaluation design. Any change in methods from the evaluation design shall be approved by the Department.

2.8.2. The Contractor shall implement a rigorous mixed-methods pre-post test design that incorporates both quantitative and qualitative measurement, including secondary administrative and electronic health data, stakeholder interviews and surveys, and document review, to compare outcomes, cost, utilization, and quality of care for Medicaid beneficiaries with behavioral health disorders enrolled in IDNs relative to a comparison group of members without behavioral health disorders, before and after implementation of the Demonstration.



- 2.8.3. The Contractor shall use the best available data, use controls and adjustments where appropriate and available, and report the limitations of data and the limitations' effects on interpreting the results to the Department. All research hypotheses and methods must incorporate results from sensitivity, specificity, and power analyses to ensure the validity of the evaluation findings.
- 2.8.4. The Contractor shall implement the quantitative and qualitative data analysis methods and related requirements specified in the evaluation design and with a rigor meeting the research standards of leading academic institutions and academic journal peer review, including.
- 2.8.4.1. Quantitative analysis methods that include:
- 2.8.4.1.1. Descriptive Statistics.
 - 2.8.4.1.2. Multivariate Analysis.
 - 2.8.4.1.3. Explanatory Analyses.
 - 2.8.4.1.4. Additional Analysis, as needed.
- 2.8.4.2. Qualitative analysis methods that include:
- 2.8.4.2.1. Thematic Analyses.
 - 2.8.4.2.2. Document Review.
- 2.8.5. The Contractor shall implement the statistical analyses specified in the evaluation design, including, but not limited to: McNemar's chi-square, Mann-Whitney U Test, and Wilcoxon Signed Rank Test, Poisson or negative binomial regression models, generalized linear models, and logistic regression.
- 2.8.6. The Contractor shall utilize at least two coders to ensure inter-coder reliability and the reliability of the analyses.
- 2.8.7. The Contractor shall create an Analytic Plan for each measure in Exhibit A-2, DSRIP Performance Measures that includes, but is not limited to:
- 2.8.7.1. Measure Number;
 - 2.8.7.2. Domain;
 - 2.8.7.3. Waiver Goal;
 - 2.8.7.4. Hypothesis;
 - 2.8.7.5. Measure Description;
 - 2.8.7.6. Eligible Population;
 - 2.8.7.7. Numerator;



2.8.7.8. Denominator; and

2.8.7.9. Data sources.

2.8.8. The Contractor shall develop and regularly update a change log of revisions to the Analytic Plan after the document has been approved by the department.

2.9. Measure Calculation

2.9.1. The Contractor shall calculate all measures as specified in Exhibit A-2, DSRIP Performance Measures.

2.9.2. The Contractor shall work with the Department to access the data needed to calculate the measures.

3. Staffing

3.1. The Contractor shall ensure all personnel assigned to perform contracted services shall possess the professional certification and/or licensing as required.

3.2. The Contractor shall provide one (1) Project Manager who shall oversee all activities of the contract and shall be the primary point of contact for all Department inquiries and request for responsive action.

3.3. The Contractor shall provide a Technical staff to provide oversight and expertise regarding information technology systems and processes.

3.4. The Contractor shall provide a Reporting staff in order to compile, prepare, and draft technical reports for publication in accordance with the terms of this agreement.

3.5. The Contractor shall provide staff to manage and develop work plans for all reports required under this agreement.

4. Reporting

4.1. The Contractor shall provide all reporting within the timeframes noted in Exhibit A-1.

4.2. The Contractor can revise the timeframes as noted in Exhibit A-1, upon Department approval.

4.3. The Contractor shall provide drafts to the Department in response to CMS comments on all reports no less than fifteen (15) calendar days prior to the CMS deadline for responses.

4.4. The Contractor shall provide monthly status reports to the Department which shall include, but are not limited to:

4.4.1. Progress of evaluation activities;

4.4.2. Accomplishments;



- 4.5. The Contractor shall provide annual reports per instruction by the Department.
- 4.6. The Contractor shall provide a draft and final Interim Evaluation Report for the Department and CMS approval, per instruction by the Department and CMS requirements.
- 4.7. The Contractor shall provide draft and final Evaluation Report for CMS and Department approval, per instruction by the Department and CMS requirements.
- 4.8. The Contractor shall comply with all reporting requirements for monitoring budget neutrality as set forth in Section IX of the CMS Special Terms and Conditions, including the submission of corrected budget neutrality data upon request.

5. Data Usage and Security

- 5.1. The Contractor shall only use data provided by the Department for the calculation of performance measures and evaluation reports required by the CMS approved DSRIP Evaluation Plan.
- 5.2. The Contractor shall assure that all reports and performance measures will be reported in the aggregate and will not include member identifiable information.
- 5.3. The Contractor shall ensure that all resources assigned to perform contract services including subcontractors follow federal and regulations and shall not use Medicaid data for any purposes outside of the scope of this contract without the express written consent of the Department.
- 5.4. The Contractor shall abide by all federal and state laws, rules, and regulations including Federal law 42 CFR Part 2 which prohibits unauthorized disclosure of these records.
- 5.5. The Contractor shall ensure any and all electronic transmission or exchange of any State of NH data shall be secured using Secure File Transfer Protocols using no less than 128bit encryption and appropriate transfer mechanisms.
- 5.6. The Contractor shall provide a secure FTP Site for Data Exchange between the Department and the contractor as described in Exhibit K.
- 5.7. The Contractor shall ensure the secure storage of the Department's provided data, ensuring any storage media is encrypted, locked, and retains control of access of any storage areas and or facility.
- 5.8. The Contractor shall ensure all facilities and offices have appropriate layers of physical access controls and monitoring ensuring access is restricted to authorized personnel only.
- 5.9. The Contractor shall ensure daily operations include policies for ensuring that confidential information is secured at the end of the duty day to prevent inadvertent disclosure to unauthorized personnel.



- 5.10. The Contractor shall ensure confidential information in paper form is stored in a separate, secure room or in locked file cabinets, accessible to authorized personnel only. Any data authorized for destruction shall be destroyed according to Federal, State, and industry standards and certified and documented in writing by the data destruction agent.
- 5.11. The Contractor shall ensure all data and all copies, if any, are:
 - 5.11.1. Returned to the Department upon Department request, or no later than contract expiration, whichever occurs first; or
 - 5.11.2. Destroyed, if so instructed by the Department.
- 5.12. The Contractor shall provide the Department with its summary and analytic data files used to conduct the evaluation upon request. These files shall be:
 - 5.12.1. Organized;
 - 5.12.2. Clearly labeled; and
 - 5.12.3. Accompanied by a data dictionary.
- 5.13. The Contractor shall ensure continuous control of security access to confidential or protected information, and to ensure that individual accesses are immediately removed or adjusted for any individual whose employment status or positions have changed.



Reporting Timeframes for a DSRIP Demonstration Waiver

		<u>CMS Special Terms & Conditions (STCs) #</u>	<u>Outline Due to DHHS from Contractor</u>	<u>Due to DHHS from Contractor</u>	<u>Due to CMS from DHHS</u>
1.	Evaluation Contract Baseline Member Satisfaction Survey Report	N/A	60 Calendar Days Prior to the Due Date of the Report.	01/15/2019	N/A
2.	Evaluation Contract Baseline Member Satisfaction Survey (Demonstration Year 4) Report	N/A	60 Calendar Days Prior to the Due Date of the Report.	01/15/2020	N/A
3.	Evaluation Contract Baseline Member Satisfaction Survey (Demonstration Year 5) Report	N/A	60 Calendar Days Prior to the Due Date of the Report.	01/15/2021	N/A
4.	Stakeholder Interview Report	N/A	60 Calendar Days Prior to the Due Date of the Report.	60 Calendar Days After Completion of Interviews.	N/A
5.	Stakeholder Survey Report	N/A	60 Calendar Days Prior to the Due Date of the Report.	60 Calendar Days After Completion of Surveys.	N/A
6.	Draft Interim Evaluation Report	78a	10/1/2019	01/01/2020	03/30/2020
7.	Final Interim Evaluation Report	78a	N/A	30 Calendar Days After Receipt of CMS Comments	60 Calendar Days After Receipt of CMS Comments
8.	Draft Final Evaluation Report	78b	9/1/2020	11/01/2020	01/30/2021
9.	Final Evaluation Report	78b	N/A	30 Calendar Days After Receipt of CMS Comments	60 Calendar Days After Receipt of CMS Comments



DSRIP Performance Measures

The following Evaluation Measures are in compliance with the New Hampshire Building Capacity for Transformation -Delivery System Reform Incentive Payment (DSRIP) Demonstration Waiver Evaluation Design, which focuses on five research questions and corresponding hypotheses that explore and describe the effectiveness and impact of the demonstration.

Evaluation Measure #	Evaluation Measure
1.1.01.	Experiences of Health Care With DSRIP (Beneficiaries)
1.1.08.	Cardiovascular monitoring for people with cardiovascular disease and schizophrenia
1.1.09	Follow up care for children prescribed ADHD medication
1.1.11	Use of first-line psychosocial care for children and adolescents on antipsychotics
1.1.12.	USPSTF: Cervical cancer screening
1.1.13.	USPSTF: Breast cancer screening
1.1.14.	USPSTF: Colon cancer screening
1.2.01	Member Experience of Accessing Care (Beneficiaries)
1.2.02	Behavioral Health Population who used 1+ counseling visit for smoking
1.2.03	Annual primary care visits
1.2.04	Behavioral health care visits
1.2.05	Substance Use Disorder (SUD) Treatment Services
1.3.01	Strategies to Improve Population Health (Integrated Delivery Network & Provider Interviews)
1.3.02	Improvements in Population Health (Behavioral Risk Factor Surveillance System)
1.4.01	Total cost of all care
1.4.02	Total cost of all inpatient care
1.4.03	Total cost of all outpatient care
1.4.04	Total cost of emergency department care
1.4.05	Total cost of behavioral health care
1.4.06	Total cost of outpatient behavioral health care
1.4.07	Total cost of inpatient behavioral health care
1.4.08	Total Cost of emergency department behavioral health care
1.5.01	Hospital Readmission for Any Cause

New Hampshire Department of Health and Human Services
 Delivery System Reform Incentive Program (DSRIP) Evaluator



Exhibit A-2

Evaluation Measure #	Evaluation Measure
1.6.01	Hospital admission for ambulatory care sensitive admissions for individuals with behavioral health disorders
1.7.01	Rate of individuals waiting for inpatient psychiatric care
1.8.01	Length of Stay for Inpatient Psychiatric Care
1.10.01	Referrals and follow-up plans from primary care and other non-psychiatric providers to appropriate services
2.1.01	Fragmentation of patient care based on the Fragmentation Care Index (FCI)
2.1.05	Receipt of Necessary Care Composite Score (Member Survey)
2.1.06	Timely Receipt of Health Care Composite Score (Member Survey)
2.1.07	Care coordination composite score
2.1.08	Behavioral Health Composite Score
2.1.13	Ratings of Improvement in Care Coordination and Integration
2.1.14	Patient Experience of Care Integration and Coordination (Member Interview)
2.1.15	Practice and Provider Experience of Care Integration and Coordination (Member Survey)
3.1.01	Size and training of the provider network, including number of MSWs, APRNs, and psychologists in the workforce to do integrated care and addiction care
4.1.01	Enhancements to the Information Technology (IT) Systems
4.1.02	Perceptions of the Enhanced IT System (Stakeholder interviews)
4.1.03	Perceptions of the Usability and Utility Enhanced IT System (Stakeholder interviews)
4.2.01	Care coordination composite score
4.2.02	Ratings of improvement in care coordination and integration
4.2.03	Perceptions of Improved Information Exchange (Stakeholder Interview)
5.1.01	Transition to Alternative Payment Models (APMs)
5.2.02	Experiences in Transitioning and Implementing APMs



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.
2. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.778, U.S. Department of Health and Human Services, Medical Assistance Program (Medicaid, Title XIX).
3. The Contractor 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 contractor's current and/or future funding.
4. Payment for said services shall be made as follows:
 - 4.1. 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 items as referenced in Exhibit B-1, Budget, Exhibit B-2, Budget, and Exhibit B-3, Budget.
 - 4.2. The Contractor shall submit an invoice on a quarterly basis in a form satisfactory to the State by the twentieth (20th) working day following the end of the quarter, 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.
 - 4.3. The Contractor shall keep records of their activities related to Department programs and services.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, General Provisions, Block 1.7 Completion Date.
 - 4.6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to MedicaidQuality@dhhs.nh.gov, or invoices may be mailed to:

Denise Krol
NH Medicaid Quality Program
Office of Quality Assurance and Improvement
NH Department of Health and Human Services
129 Pleasant Street – Brown Building
Concord, NH 03301-3857
 - 4.7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited 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-1, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: University of Maine System acting through the University of Southern Maine/Evaluation of NH Delivery System Reform Incentive

Budget Request for: Delivery System Reform Incentive Program (DSRIP) Evaluator

Budget Period: 7/1/2018 - 6/30/2019

	Total Program Costs			Contractor Share / Match			Funded by DHMS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary Wages	262,754	43,354	306,108			\$ -	\$262,754	\$43,354	\$ 306,108
2. Employee Benefits	126,661	20,899	147,560			-	126,661	20,899	147,560
3. Consultants	8,200	1,353	9,553			-	8,200	1,353	9,553
4. Equipment	-	-	-			-	-	-	-
Rental	-	-	-			-	-	-	-
Repair and Maintenance	-	-	-			-	-	-	-
Purchase/Depreciation	-	-	-			-	-	-	-
5. Supplies	-	-	-			-	-	-	-
Educational	500	83	583			-	500	83	583
Lab	-	-	-			-	-	-	-
Pharmacy	-	-	-			-	-	-	-
Medical	-	-	-			-	-	-	-
Office	600	99	699			-	600	99	699
6. Travel	4,500	743	5,243			-	4,500	743	5,243
7. Occupancy	-	-	-			-	-	-	-
8. Current Expenses	-	-	-			-	-	-	-
Telephone	-	-	-			-	-	-	-
Postage	20	3	23			-	20	3	23
Subscriptions	-	-	-			-	-	-	-
Audit and Legal	-	-	-			-	-	-	-
Insurance	-	-	-			-	-	-	-
Board Expenses	-	-	-			-	-	-	-
9. Software	2,550	421	2,971			-	2,550	421	2,971
10. Marketing/Communication	-	-	-			-	-	-	-
11. Staff Education and Training	-	-	-			-	-	-	-
12. Subcontracts/Agreements	143,073	23,607	166,680			-	143,073	23,607	166,680
13. Other (specific details mandatory)	-	-	-			-	-	-	-
Printing	300	50	350			-	300	50	350
Participant Incentives	1,200	198	1,398			-	1,200	198	1,398
LAN Fees	8,487	1,400	9,887			-	8,487	1,400	9,887
Server Fees	6,800	1,122	7,922			-	6,800	1,122	7,922
TOTAL	\$ 565,645	\$ 93,331	\$ 658,976	\$ -	\$ -	\$ -	\$ 565,645	\$ 93,331	\$ 658,976

Exhibit B-2, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: University of Maine System acting through the University of Southern Maine/Evaluation of NH Delivery System Reform Incentive Program

Budget Request for: Delivery System Reform Incentive Program (DSRIP) Evaluator

Budget Period: 7/1/2019 - 6/30/2020

Line Item	Total Program Costs			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	219,642	36,241	255,883			\$ -	\$219,642	\$36,241	\$ 255,883
2. Employee Benefits	108,597	17,919	126,516			-	108,597	17,919	126,516
3. Consultants	9,200	1,518	10,718			-	9,200	1,518	10,718
4. Equipment	-	-	-			-	-	-	-
Rental	-	-	-			-	-	-	-
Repair and Maintenance	-	-	-			-	-	-	-
Purchase/Depreciation	-	-	-			-	-	-	-
5. Supplies	-	-	-			-	-	-	-
Educational	500	83	583			-	500	83	583
Lab	-	-	-			-	-	-	-
Pharmacy	-	-	-			-	-	-	-
Medical	-	-	-			-	-	-	-
Office	300	50	350			-	300	50	350
6. Travel	4,800	792	5,592			-	4,800	792	5,592
7. Occupancy	-	-	-			-	-	-	-
8. Current Expenses	-	-	-			-	-	-	-
Telephone	-	-	-			-	-	-	-
Postage	20	3	23			-	20	3	23
Subscriptions	-	-	-			-	-	-	-
Audit and Legal	-	-	-			-	-	-	-
Insurance	-	-	-			-	-	-	-
Board Expenses	-	-	-			-	-	-	-
9. Software	1,750	289	2,039			-	1,750	289	2,039
10. Marketing/Communication	-	-	-			-	-	-	-
11. Staff Education and Training	-	-	-			-	-	-	-
12. Subcontracts/Agreements	130,331	21,505	151,836			-	130,331	21,505	151,836
13. Other (specific details mandatory)	-	-	-			-	-	-	-
Printing	300	50	350			-	300	50	350
Participant Incentives	2,000	330	2,330			-	2,000	330	2,330
LAN Fees	6,930	1,143	8,073			-	6,930	1,143	8,073
Server Fees	3,400	561	3,961			-	3,400	561	3,961
TOTAL	\$ 487,770	\$ 80,482	\$ 568,252	\$ -	\$ -	\$ -	\$ 487,770	\$ 80,482	\$ 568,252

University of Southern Maine

Exhibit B-2, Budget

Contractor Initials *bl*

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Date 8/16/18

Exhibit B-3, Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: University of Maine System acting through the University of Southern Maine/Evaluation of NH Delivery System Reform Incentive Program

Budget Request for: Delivery System Reform Incentive Program (DSRIP) Evaluator

Budget Period: 7/1/2020 - 6/30/2021

Line Item	Total Program Costs			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	219,493	36,216	255,709			\$ -	\$219,493	\$36,216	\$ 255,709
2. Employee Benefits	108,519	17,906	126,425			-	108,519	17,906	126,425
3. Consultants	3,200	528	3,728			-	3,200	528	3,728
4. Equipment	-	-	-			-	-	-	-
Rental	-	-	-			-	-	-	-
Repair and Maintenance	-	-	-			-	-	-	-
Purchase/Depreciation	-	-	-			-	-	-	-
5. Supplies	-	-	-			-	-	-	-
Educational	500	83	583			-	500	83	583
Lab	-	-	-			-	-	-	-
Pharmacy	-	-	-			-	-	-	-
Medical	-	-	-			-	-	-	-
Office	300	50	350			-	300	50	350
6. Travel	385	64	449			-	385	64	449
7. Occupancy	-	-	-			-	-	-	-
8. Current Expenses	-	-	-			-	-	-	-
Telephone	-	-	-			-	-	-	-
Postage	20	3	23			-	20	3	23
Subscriptions	-	-	-			-	-	-	-
Audit and Legal	-	-	-			-	-	-	-
Insurance	-	-	-			-	-	-	-
Board Expenses	-	-	-			-	-	-	-
9. Software	1,750	289	2,039			-	1,750	289	2,039
10. Marketing/Communication	-	-	-			-	-	-	-
11. Staff Education and Training	-	-	-			-	-	-	-
12. Subcontracts/Agreements	138,466	22,847	161,313			-	138,466	22,847	161,313
13. Other (specific details mandatory)	-	-	-			-	-	-	-
Printing	300	50	350			-	300	50	350
Participant Incentives	550	91	641			-	550	91	641
LAN Fees	6,867	1,133	8,000			-	6,867	1,133	8,000
Server Fees	3,400	561	3,961			-	3,400	561	3,961
TOTAL	\$ 483,750	\$ 79,819	\$ 563,569	\$ -	\$ -	\$ -	\$ 483,750	\$ 79,819	\$ 563,569

University of Southern Maine

Exhibit B-3, Budget

Contractor Initials *tbl*

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Date *8/16/18*



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

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.

AB
8/16/14



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. Subparagraph 9, of the General Provisions of this contract, Paragraph 9.3, is amended to read as follows:

Data/Access/Confidentiality/Preservation

Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. In the event disclosure of data is required by Contractor to comply with law or legal process (including but not limited to Freedom of Information Act (5 U.S.C 552) or Maine Freedom of Access Act (FOAA) 1 MRSA §401 et. seq.), Contractor shall give State prompt notice of such a required disclosure and provide reasonable assistance to State if State opts to take lawful action to minimize the extent of such disclosure.



4. Subparagraph 13, of the General Provisions, Indemnification, is amended to read as follows:

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 indemnification obligation shall not apply to any claim for which Contractor would not be liable under the Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.) if such claim were made directly against Contractor and Contractor shall continue to enjoy all rights, claims, immunities and defenses available to it under law. This covenant in paragraph 13 shall survive the termination of this Agreement.

5. **Renewal:**

The Department reserves the right to extend this Agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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)

34 Bedford Street	12 East Chestnut Street
Portland, Maine 04104	Augusta, Maine 04330
Cumberland County	Kennebec County

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

Contractor Name:

8/16/18

Date

Tamara L. Blair Kirk

Name: Tamara L. Blair Kirk
Title: Director, Research Service Center
Authorized Organizational Representative

Contractor Initials

tbk

Date

8/16/18



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:

8/16/18
Date

Tamara L. Blair Kirk
Name: Tamara L. Blair Kirk
Title: Director, Research Service Center
Authorized Organizational Representative



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

[Handwritten Signature]
8/16/18



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 (11)(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:

8/16/18
Date

Tamara L. Blair Kirk
Name: Tamara L. Blair Kirk
Title: Director, Research Service Center
Authorized Organizational Representative

Contractor Initials TBK
Date 8/16/18



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJOP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

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

Contractor Initials

[Handwritten Signature]

8/16/18

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:

8/16/18

Date

Tamara L. Blair Kirk

Name: Tamara L. Blair Kirk

Title: Director, Research Service Center

Authorized Organizational Representative

Exhibit G

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

Contractor Initials

tlk

Date

8/16/18



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:

8/16/18
Date

Tamara L. Blair Kirk
Name: Tamara L. Blair Kirk
Title: Director, Research Service Center
Authorized Organizational Representative

Contractor Initials bl
Date 8/16/18



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.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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



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

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8/16/18



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.



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

Name of Authorized Representative

Title of Authorized Representative

Date

University of Southern Maine

Name of the Contractor

Signature of Authorized Representative

Tamara L. Blair Kirk

Name of Authorized Representative

Director, Research Service Center

Title of Authorized Representative

Date

tbl

8/16/18



**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:

8/16/18
Date

Tamara L. Blair Kirk
Name: Tamara L. Blair Kirk
Title: Director, Research Service Center
Authorized Organizational Representative

Contractor Initials TBL
Date 8/16/18



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: 077469567
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: _____



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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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- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov