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

Lori A. Shabinette
Commissioner

Patricia M. Tilley
Director

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

April 19, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with New Hampshire Hospital Association (VC#160051), Concord, NH, for maintenance and support of the New Hampshire Uniform Healthcare Facilities Discharge Data System (UHFDDS) data collection, by increasing the price limitation by \$8,000 from \$1,095,916 to \$1,103,916 with no change to the contract completion date of September 30, 2025, effective upon Governor and Council approval. 100% Other (Agency Class 27) used by the Department of Health and Human Services to reimburse DoIT is 56% Federal Funds. 44% General Funds.

The original contract was approved by Governor and Council on May 4, 2016, item #14 and most recently amended with Governor and Council approval on September 23, 2020, item #28.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024, 2025, and 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to add funding to extract and provide all the elements in 837i files submitted by healthcare facilities, including the date of when surgical or treatment procedures are performed during a healthcare facility visits. The Contractor will add all the data elements to a data file provided annually to the Department.

The Contractor will continue to collect and process data from hospitals; ensure that patient data is protected; track and communicate to the Department overdue and/or non-compliant hospitals; maintain on-line quality assurance for use by the Department; and complete other tasks to ensure the collection and reporting of hospital discharge data.

The Department will monitor services by ensuring the procedure dates are available in the data provided to the Department.

Should the Governor and Council not authorize this request, the Contractor will be unable to provide the dates associated with surgical or treatment procedures performed during

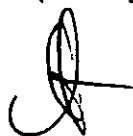
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Should the Governor and Council not authorize this request, the Contractor will be unable to provide the dates associated with surgical or treatment procedures performed during healthcare facility visits to the Department, thereby diminishing the usefulness and accuracy of the data set.

Source of Federal Funds: 100% Other (Agency Class 27) used by the Department of Health and Human Services to reimburse DoIT is 56% Federal Funds. 44% 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,



LS
Lori A. Shbinette
Commissioner



Denis Goulet
Commissioner

RID #68920

**Uniform Health Facility Discharge Data System
RFP-2016-DPHS-024-UHFDD-01-A02**

01-03-003-0300-7695 GENERAL GOVERNMENT, DEPARTMENT OF INFORMATION TECHNOLOGY, INFORMATION TECHNOLOGY, DOIT FOR DHHS 100% Other (AGENCY CLASS 27) USED BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO REIMBURSE DOIT IS 50% FEDERAL FUNDS AND 50% GENERAL FUNDS.

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	038-509038	Technology Software	03900104	\$65,000	\$0	\$65,000
2022	038-509038	Technology Software	03900104	\$51,500	\$8,000	\$59,500
2023	038-509038	Technology Software	03900104	\$53,045	\$0	\$53,045
2024	038-509038	Technology Software	03900104	\$54,637	\$0	\$54,637
2025	038-509038	Technology Software	03900104	\$56,276	\$0	\$56,276
			Subtotal	\$280,458	\$8,000	\$288,458

05-95-95-954010-5952 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AN HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	102-500731	Contracts for Program Svcs	954400	\$37,500	\$0	\$37,500
2018	102-500731	Contracts for Program Svcs	954400	\$37,500	\$0	\$37,500
2019	102-500731	Contracts for Program Svcs	954400	\$37,500	\$0	\$37,500
2020	102-500731	Contracts for Program Svcs	954400	\$37,500	\$0	\$37,500
			Subtotal	\$150,000	\$0	\$150,000

**Uniform Health Facility Discharge Data System
RFP-2016-DPHS-024-UHFDD-01-A02**

**02-24-24-240010-2520 ADMIN OF JUSTICE AND PUBLIC PRTN, INSURANCE DEPT OF,
INSURANCE DEPT OF, ADMINISTRATION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	046-500464	Consultants	NA	\$37,500	\$0	\$37,500
2018	046-500464	Consultants	NA	\$37,500	\$0	\$37,500
2019	046-500464	Consultants	NA	\$37,500	\$0	\$37,500
2020	046-500464	Consultants	NA	\$37,500	\$0	\$37,500
2021	046-500464	Consultants	NA	\$50,000	\$0	\$50,000
2022	046-500464	Consultants	NA	\$51,500	\$0	\$51,500
2023	046-500464	Consultants	NA	\$53,045	\$0	\$53,045
2024	046-500464	Consultants	NA	\$54,637	\$0	\$54,637
2025	046-500464	Consultants	NA	\$56,276	\$0	\$56,276
			Subtotal	\$415,458	\$0	\$415,458

**02-24-24-240010-8887 ADMIN OF JUSTICE AND PUBLIC PRTN, INSURANCE DEPT OF,
INSURANCE DEPT OF, RATE REVIEW CYCLE III**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2016	046-500464	Consultants	NA	\$50,000	\$0	\$50,000
2017	046-500464	Consultants	NA	\$200,000	\$0	\$200,000
2018	046-500464	Consultants	NA	\$0	\$0	\$0
2019	046-500464	Consultants	NA	\$0	\$0	\$0
2020	046-500564	Consultants	NA	\$0	\$0	\$0
			Subtotal	\$250,000	\$0	\$250,000
			Total:	\$1,095,916	\$8,000	\$1,103,916



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

Denis Goulet
Commissioner

April 20, 2022

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with the New Hampshire Hospital Association for provision of services as described below and referenced as DoIT No. 2016-024B.

The purpose of this agreement is to add funding to extract and provide the date of when a surgical or treatment procedures is performed during a healthcare facility visits. The Contractor will add all the procedure dates to a data file provided annually to the Department.

The funding amount for this amendment is \$8,000, increasing the current contract from \$1,095,916 to \$1,103,916 with no change to the completion of September 30, 2025. This amendment shall become effective upon Governor and Executive Council approval through September 30, 2025.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/ik
DoIT #2016-024B
cc: Michael Williams, IT Manager, DoIT

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Uniform Health Facility Discharge Data System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Hospital Association ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 4, 2016 (Item #14), as amended on September 23, 2020 (Item #28), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,103,916
2. Modify Part 3- Exhibit A, Section 2 Deliverables, Milestones, and Activities Schedule, Table 1, Operation by adding Ref # 81, to read:

Ref #s	Deliverable/Milestone/Activity	Deliverable Type	Projected Delivery Date
81	<ul style="list-style-type: none"> • Extract all the elements from 837i files to the Department's data file, including Medical Procedure Dates to the Department's data file 	Non-Software	Ongoing

3. Modify Part 3- Exhibit B, Section 1 Payment Scheduled, Subsection 1.1 Firm Fixed Price, Table 1 by replacing it in its entirety to read:

#	Payment Schedule	Projected Delivery Date	Price	Payment Amount
Implementation Phase Milestones - Year 1				
1	Final Work Plan accepted by the State	4/5/2016 EST 10 days after G&C Approval	\$50,000	\$50,000
2	UAT Complete and Accepted by the State	8/26/2016	\$50,000	\$50,000
3	All end-user training complete and recorded webinars available from NHHA's secured-access web portal	9/15/2016	\$50,000	\$50,000
4	Go-Live - System Deployed for production	9/30/2016	\$40,000	\$40,000
Implementation Phase Milestones - Year 2				

5	Hold Back Period Complete - System Accepted by the State	12/31/2016	\$10,000	\$10,000
	Implementation Subtotal (Implementation costs)		\$200,000	\$200,000
	Processing of FY/2015 Data (Inpatient, Outpatient, & Specialty)			
6	CY 2015 Inpatient Data output Deliverables are generated and made available to State - Year 1	11/30/2016	\$25,000	\$25,000
7	CY 2015 Outpatient & Specialty Data output Deliverables are generated and made available to State - Year 2	11/30/2016	\$25,000	\$25,000
	Processing of FY/2015 Data Subtotal		\$50,000	\$50,000
	Operational Phase Milestones			
8	Year 2 – Ongoing Operations and Reporting	Ending 9/30/2017	\$75,000	\$75,000
9	Year 3 – Ongoing Operations and Reporting	Ending 9/30/2018	\$75,000	\$75,000
10	Year 4 – Ongoing Operations and Reporting	Ending 9/30/2019	\$75,000	\$75,000
11	Year 5 – Ongoing Operations and Reporting	Ending 9/30/2020	\$75,000	\$75,000
	Subtotal (Ongoing Operations and Reporting Years 2-5)		\$300,000	\$300,000
	Enhancement Milestones - Year 6			
12	Final Work Plan accepted by the State	EST 10 days after G&C Approval	Included	Included
13	System Enhancements completed	12/31/2020	Included	Included
14	All end –user training complete	12/31/2020	Included	Included
15	Update Submission Manual	12/31/2020	Included	Included
16	Go-Live – System Deployed for production	12/31/2020	\$15,000	\$15,000
	Enhancement Subtotal (Enhancement costs)		\$15,000	\$15,000
	Operational Phase Milestones			
17	Year 6 – Ongoing Operations and Reporting	Ending 9/30/2021	\$100,000	\$100,000
18	Year 7 – Ongoing Operations and Reporting	Ending 9/30/2022	\$111,000	\$111,000
19	Year 8 – Ongoing Operations and Reporting	Ending 9/30/2023	\$106,090	\$106,090
20	Year 9 – Ongoing Operations and Reporting	Ending 9/30/2024	\$109,273	\$109,273
21	Year 10 – Ongoing Operations and Reporting	Ending 9/30/2025	\$112,551	\$112,551
	Subtotal (Ongoing Operations and Reporting Years 6-10)		\$538,914	\$538,914
	FIXED PRICE TOTAL		\$1,103,916	\$1,103,916

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and 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

5/2/2022

Date

DocuSigned by:

Patricia M. Tilley

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Name: Patricia M. Tilley

Title:

Director

New Hampshire Hospital Association.

4/28/22
Date

Kathleen A. Sizarro-Thurberg
Name: KATHLEEN A. SIZARRO-THURBERG
Title: EXECUTIVE VICE PRESIDENT

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

OFFICE OF THE ATTORNEY GENERAL

5/2/2022

Date

DocuSigned by:
Robyn Guarino
748734844941400

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

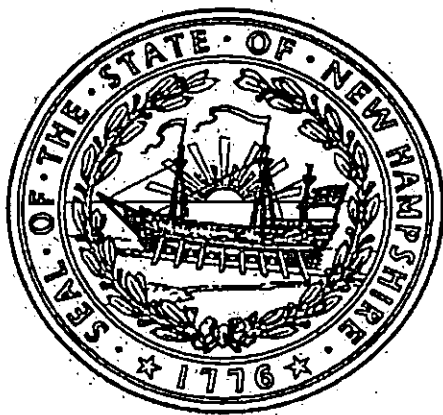
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE HOSPITAL ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 26, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63942

Certificate Number: 0005767383



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Greg Baxter, MD, hereby certify that:


1. I am a duly elected Secretary/Treasurer of New Hampshire Hospital Association.
2. The following is true copies of a vote taken at a meeting of the Board of Trustees, duly called and held on September 4, 2020, at which a quorum of the Board of Trustees were present and voting.

RESOLVED: That this corporation, the New Hampshire Hospital Association, enters into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the President or the Executive Vice President for the New Hampshire Hospital Association are hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Stephen Ahnen is the duly appointed President and Kathy Bizarro-Thunberg is the duly appointed Executive Vice President of the corporation.

3. I hereby certify that said vote 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: 9/20/2020



Greg Baxter, MD
Secretary/Treasurer



NEWHAMP-02

TFAGERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2021

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

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

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Gabe Reissman PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: gabe.reissman@hubinternational.com														
INSURED New Hampshire Hospital Association Attn: Linda Levesque 125 Airport Road Concord, NH 03301	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Company</td> <td style="text-align: center;">29459</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Twin City Fire Insurance Company	29459	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		08 SBA VW2923	6/22/2021	6/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		08 SBA VW2923	6/22/2021	6/22/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000																
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECIV5293	6/22/2021	6/22/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td style="width: 10%;">PER STATUTE</td> <td style="width: 10%;">OTHER</td> <td style="width: 75%;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td>E.L. EACH ACCIDENT \$ 500,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE \$ 500,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT \$ 500,000</td> </tr> </table>		PER STATUTE	OTHER					E.L. EACH ACCIDENT \$ 500,000				E.L. DISEASE - EA EMPLOYEE \$ 500,000				E.L. DISEASE - POLICY LIMIT \$ 500,000
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			E.L. DISEASE - POLICY LIMIT \$ 500,000																				

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

Foundation for Healthy Communities is considered a Named Insured for the above mentioned policies.

CERTIFICATE HOLDER State of NH Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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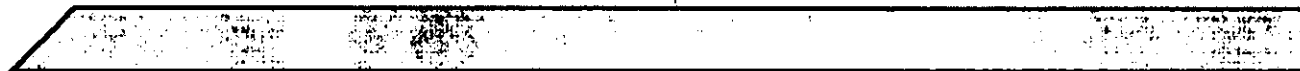


Mission Statement:

The NHHA mission is to lead through advocacy, education, and information in support of its member hospitals and health systems as they strive to improve the health of patients and communities they serve.

Vision Statement:

The NHHA vision is of a healthy New Hampshire where all communities and individuals are able to reach their highest potential for health.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

and

FEDERAL REPORTS IN ACCORDANCE WITH UNIFORM GUIDANCE

December 31, 2020 and 2019

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
New Hampshire Hospital Association

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of New Hampshire Hospital Association and Affiliates (Association), which comprise the consolidated statements of financial position as of December 31, 2020 and 2019, and the related consolidated statements of activities and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Association's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Trustees
New Hampshire Hospital Association
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Association as of December 31, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

Other Matter

Supplementary Information

Our audits were made for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information contained in Schedules 1 and 2 is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets (deficit) without donor restrictions of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 10, 2021 on our consideration of the Association's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Association's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Association's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
June 10, 2021

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Consolidated Statements of Financial Position

December 31, 2020 and 2019

ASSETS

	<u>2020</u>	<u>2019</u>
Current assets		
Cash and cash equivalents	\$ 1,028,962	\$ 1,001,037
Accounts receivable, net	650,372	946,207
Prepaid expenses	<u>29,283</u>	<u>28,191</u>
Total current assets	1,708,617	1,975,435
Investments	2,831,439	2,566,323
Property and equipment, net	232,395	184,559
Other assets	<u>962,876</u>	<u>997,290</u>
Total assets	<u>\$ 5,735,327</u>	<u>\$ 5,723,607</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable	\$ 416,048	\$ 655,754
Accrued payroll and related amounts	230,382	165,930
Deferred revenue	<u>6,949</u>	<u>9,513</u>
Total current liabilities and total liabilities	<u>653,379</u>	<u>831,197</u>
Net assets		
Without donor restrictions		
Operating	4,240,259	3,993,564
Internally designated	<u>489,296</u>	<u>538,496</u>
Total without donor restrictions	4,729,555	4,532,060
With donor restrictions	<u>352,393</u>	<u>360,350</u>
Total net assets	<u>5,081,948</u>	<u>4,892,410</u>
Total liabilities and net assets	<u>\$ 5,735,327</u>	<u>\$ 5,723,607</u>

The accompanying notes are an integral part of these consolidated financial statements.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES
Consolidated Statement of Activities and Changes in Net Assets
Year Ended December 31, 2020

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
Revenues					
Membership dues	\$ 1,787,278	\$ -	\$ 1,787,278	\$ -	\$ 1,787,278
Foundation support	463,120	-	463,120	-	463,120
Program services	3,396,795	-	3,396,795	-	3,396,795
Seminars, meetings, and workshops	22,033	-	22,033	-	22,033
Gifts and donations	196	-	196	-	196
Rental income	53,305	-	53,305	-	53,305
Interest and dividend income	53,019	-	53,019	-	53,019
Net realized and unrealized gain on investments	277,408	-	277,408	-	277,408
Miscellaneous	84,905	-	84,905	-	84,905
Grant support	-	-	-	567,282	567,282
Net assets released from restrictions	338,026	237,213	575,239	(575,239)	-
Net assets released from internally designated	<u>286,413</u>	<u>(286,413)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>6,762,498</u>	<u>(49,200)</u>	<u>6,713,298</u>	<u>(7,957)</u>	<u>6,705,341</u>
Expenses					
Salaries, taxes and benefits	2,831,627	-	2,831,627	-	2,831,627
Other operating	299,373	-	299,373	-	299,373
Program services	3,275,710	-	3,275,710	-	3,275,710
Seminars, meetings, and workshops	33,130	-	33,130	-	33,130
Depreciation	22,935	-	22,935	-	22,935
Provision for bad debts	<u>18,614</u>	<u>-</u>	<u>18,614</u>	<u>-</u>	<u>18,614</u>
Total expenses	<u>6,481,389</u>	<u>-</u>	<u>6,481,389</u>	<u>-</u>	<u>6,481,389</u>
Change in net assets from operations	281,109	(49,200)	231,909	(7,957)	223,952
Change in cash surrender value of life insurance policies	<u>(34,414)</u>	<u>-</u>	<u>(34,414)</u>	<u>-</u>	<u>(34,414)</u>
Change in net assets	246,695	(49,200)	197,495	(7,957)	189,538
Net assets, beginning of year	<u>3,993,564</u>	<u>538,496</u>	<u>4,532,060</u>	<u>360,350</u>	<u>4,892,410</u>
Net assets, end of year	<u>\$ 4,240,259</u>	<u>\$ 489,296</u>	<u>\$ 4,729,555</u>	<u>\$ 352,393</u>	<u>\$ 5,081,948</u>

The accompanying notes are an integral part of these consolidated financial statements.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES
Consolidated Statement of Activities and Changes in Net Assets
Year Ended December 31, 2019

	Without Donor Restrictions			With Donor Restrictions	Total
	Operating	Internally Designated	Total		
Revenues					
Membership dues	\$ 1,734,257	\$ -	\$ 1,734,257	\$ -	\$ 1,734,257
Foundation support	443,120	-	443,120	-	443,120
Program services	1,504,839	-	1,504,839	-	1,504,839
Seminars, meetings, and workshops	132,670	-	132,670	-	132,670
Gifts and donations	853	-	853	-	853
Rental income	48,198	-	48,198	-	48,198
Interest and dividend income	70,667	-	70,667	-	70,667
Net realized and unrealized gain on investments	277,512	-	277,512	-	277,512
Miscellaneous	106,608	-	106,608	-	106,608
Grant support	-	-	-	511,776	511,776
Net assets released from restrictions	556,044	42,670	598,714	(598,714)	-
Net assets released from internally designated	<u>151,083</u>	<u>(151,083)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total revenues	<u>5,025,851</u>	<u>(108,413)</u>	<u>4,917,438</u>	<u>(86,938)</u>	<u>4,830,500</u>
Expenses					
Salaries, taxes and benefits	2,670,721	-	2,670,721	-	2,670,721
Other operating	294,696	-	294,696	-	294,696
Program services	1,618,888	-	1,618,888	-	1,618,888
Seminars, meetings, and workshops	191,284	-	191,284	-	191,284
Depreciation	31,096	-	31,096	-	31,096
Recovery of bad debts	<u>(12,446)</u>	<u>-</u>	<u>(12,446)</u>	<u>-</u>	<u>(12,446)</u>
Total expenses	<u>4,794,239</u>	<u>-</u>	<u>4,794,239</u>	<u>-</u>	<u>4,794,239</u>
Change in net assets from operations and total change in net assets	231,612	(108,413)	123,199	(86,938)	36,261
Net assets, beginning of year	<u>3,761,952</u>	<u>646,909</u>	<u>4,408,861</u>	<u>447,288</u>	<u>4,856,149</u>
Net assets, end of year	<u>\$ 3,993,564</u>	<u>\$ 538,496</u>	<u>\$ 4,532,060</u>	<u>\$ 360,350</u>	<u>\$ 4,892,410</u>

The accompanying notes are an integral part of these consolidated financial statements.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Consolidated Statements of Cash Flows

Years Ended December 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 189,538	\$ 36,261
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	22,935	31,096
Provision for (recovery of) bad debts	18,614	(12,446)
Net realized and unrealized gain on investments	(277,408)	(277,512)
Change in cash surrender value of life insurance policies	34,414	-
Decrease (increase) in		
Accounts receivable	277,221	(137,102)
Prepaid expenses	(1,092)	(2,679)
(Decrease) increase in		
Accounts payable	(239,706)	105,851
Accrued payroll and related amounts	64,452	42,395
Deferred revenue	<u>(2,564)</u>	<u>4,067</u>
Net cash provided (used) by operating activities	<u>86,404</u>	<u>(210,069)</u>
Cash flows from investing activities		
Acquisition of equipment	(70,771)	(11,201)
Purchases of investments	(5,560)	(122,733)
Proceeds from sale of investments	<u>17,852</u>	<u>105,541</u>
Net cash used by investing activities	<u>(58,479)</u>	<u>(28,393)</u>
Net increase (decrease) in cash and cash equivalents	27,925	(238,462)
Cash and cash equivalents, beginning of year	<u>1,001,037</u>	<u>1,239,499</u>
Cash and cash equivalents, end of year	<u>\$ 1,028,962</u>	<u>\$ 1,001,037</u>

The accompanying notes are an integral part of these consolidated financial statements.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2020 and 2019

Organization

New Hampshire Hospital Association (Association) was organized to assist its members in improving the health status of the people receiving healthcare in New Hampshire. The Association controls Foundation for Healthy Communities (Foundation) and New Hampshire Hospital and Health System Political Action Committee for Patients (NH HosPAC), and owns 100% of the stock of Health Shared Services, Inc. (HSSI) (collectively, the Organization). The Foundation was organized to conduct various activities relating to healthcare delivery process improvement, health policy, and the creation of healthy communities. HSSI provides shared services to healthcare institutions. NH HosPAC has been organized as a 501(c)(4) to support the needs of patients and hospitals in New Hampshire.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of the Association and its controlled entities, the Foundation, NH HosPAC and HSSI. All significant intercompany balances have been eliminated.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on existence or absence of donor-imposed restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Boards of Trustees.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities and changes in net assets. At December 31, 2020 and 2019, the Organization did not have any funds to be maintained in perpetuity.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2020 and 2019

Cash and Cash Equivalents

For purposes of reporting in the consolidated statements of cash flows, the Organization considers all bank deposits with an original maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management believes all accounts receivable are collectible. Credit is extended without collateral.

Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the consolidated statements of financial position. Interest and dividends and realized and unrealized gains and losses are included in the change in net assets from operations.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated statements of financial position.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed by the straight-line method at rates that are intended to amortize the cost of assets over their estimated useful lives.

Employee Fringe Benefits

The Organization has an "earned time" plan under which each employee earns paid leave for each period worked. These hours of paid leave may be used for vacation or illnesses. Hours earned but not used are vested with the employee and may not exceed 30 days at year-end. The Organization accrues a liability for such paid leave as it is earned.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2020 and 2019

Membership Dues

Membership dues are reported at the estimated net realizable amount that reflects the consideration the Association expects to receive in exchange for providing program services to member hospitals within the state of New Hampshire. These amounts generally do not include variable consideration since the amounts are determined ahead of the provision of services, programs, or memberships. Generally, the Association bills the member hospitals directly. Revenue is recognized as performance obligations are satisfied. The Association expects the period of time between the provision of service and receipt of payment for the service to be one year or less.

Under the Association's dues and assessments contracts the Association provides program services for a stated quarterly fee. Membership dues are due upon receipt of invoice and generally, the Association does not receive payments in advance for dues. Membership dues outstanding at the beginning of 2019 were \$313,045.

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized for the general benefits provided. Generally, performance obligations satisfied over time relate to member dues. The Association measures the period over which the performance obligation is satisfied from the start of the dues payment until the end of the quarter, and recognizes revenue on a straight-line basis over this period.

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as support with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities and changes in net assets as "net assets released from restrictions". If there are unused grant funds at the time the grant restrictions expire, management seeks authorization from the grantor to retain the unused grant funds to be used for other unspecified projects. If the Organization receives authorization from the grantor, then the Board of Trustees or management internally designates the use of those funds for future projects. These amounts are released from net assets with donor restrictions to internally designated net assets without donor restrictions and reported in the consolidated statement of activities and changes in net assets as "net assets released from restrictions".

Grant funds conditional upon submission of documentation of qualifying expenditures or matching requirements are deemed to be earned and reported as revenues when the Organization has met the grant conditions.

The amount of such funds the Organization will ultimately receive depends on the actual scope of each program, as well as the availability of funds. The ultimate disposition of grant funds is subject to audit by the awarding agencies.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2020 and 2019

Grant funds awarded or contributions received of which restrictions have been met in the same year are reported in the consolidated statement of activities and changes in net assets in program service revenues and expenses.

Contributions of long-lived assets are reported as support for net assets without donor restrictions unless donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how long these long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

Change in Net Assets from Operations

The consolidated statement of activities and changes in net assets includes a measure of change in net assets from operations. Changes in net assets which are excluded from this measure include the change in cash surrender value of life insurance policies.

Income Taxes

The Association and Foundation are not-for-profit corporations as described in Sections 501(c)(6) and 501(c)(3), respectively, of the Internal Revenue Code (Code). The Association and Foundation are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code; however, the Association pays federal income taxes on unrelated business income. HSSI is a for-profit organization subject to federal and state income taxes.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through June 10, 2021, which was the date that the consolidated financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general and administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2020 and 2019

As of December 31, 2020, the Organization has working capital of \$1,055,238 and average days (based on normal expenditures) cash on hand of 199, which includes cash, cash equivalents and investments, net of restricted funds.

The following financial assets could readily be available within one year of the statements of financial position date to meet general expenditures at December 31:

	<u>2020</u>	<u>2019</u>
Financial assets		
Cash and cash equivalents	\$ 1,028,962	\$ 1,001,037
Accounts receivable, net	650,372	946,207
Investments	<u>2,831,439</u>	<u>2,566,323</u>
Total financial assets	4,510,773	4,513,567
Internally designated funds	(489,296)	(538,496)
Donor restricted funds	<u>(352,393)</u>	<u>(360,350)</u>
Financial assets available at year end for current use to meet general expenditures	<u>\$ 3,669,084</u>	<u>\$ 3,614,721</u>

At December 31, 2020 and 2019, internally designated net assets represent unused grant funds to be used for other unspecified projects by management over the next 12 months. The internally designated net assets are included in cash and cash equivalents and accounts receivable, net.

3. Investments

The composition of investments as of December 31 is set forth in the following table. Investments are stated at fair value.

	<u>2020</u>	<u>2019</u>
Marketable equity securities	\$2,266,542	\$ 1,892,837
Mutual funds	<u>564,897</u>	<u>673,486</u>
	<u>\$2,831,439</u>	<u>\$ 2,566,323</u>

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2020 and 2019

4. Property and Equipment

Property and equipment is summarized as follows as of December 31:

	<u>2020</u>	<u>2019</u>
Land and land improvements	\$ 327,970	\$ 327,970
Building and building improvements	1,241,340	1,170,569
Furniture and equipment	<u>602,330</u>	<u>602,330</u>
	2,171,640	2,100,869
Less accumulated depreciation	<u>1,939,245</u>	<u>1,916,310</u>
Property and equipment, net	<u>\$ 232,395</u>	<u>\$ 184,559</u>

5. Net Assets with Donor Restrictions

Net assets with donor restrictions of \$352,393 and \$360,350 consists of specific grant programs as of December 31, 2020 and 2019, respectively. The grant programs relate to improvements to access and the delivery of healthcare services.

6. Conditional Promise to Give

During 2016, the Foundation was awarded a grant from the State of New Hampshire in an amount not to exceed \$1,800,000 to facilitate the expansion of New Hampshire's addiction identification and overdose prevention activities. Since the original award, the State of New Hampshire amended the award amount increasing the grant to an amount not to exceed \$4,575,824 as of December 31, 2019. Receipt of the grant and recognition of the related revenue is conditional upon incurring qualifying expenditures. For the years ended December 31, 2020 and 2019, the Foundation recognized program and grant support related to this award in the amount of \$1,104,493 and \$552,082, respectively. As of December 31, 2020, \$4,165,890 of the award has been received.

7. Rental Income

The Association leases space in the building to several unrelated organizations. Rental income under such leases was \$53,305 and \$47,303 for the years ended December 31, 2020 and 2019, respectively. The Association also earned rental income of \$895 in 2019 by providing conference room space to unrelated organizations. No such rental income was earned in 2020.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2020 and 2019

8. Functional Expenses

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated to the general and administrative function include salaries and related taxes, allocated based on estimated time utilized on programs, and insurance and depreciation, allocated using bases estimating the proportional allocation of total building square footage.

Expenses related to services provided for the public interest are as follows:

	<u>2020</u>	<u>2019</u>
Program services		
Salaries, taxes and benefits	\$ 2,152,419	\$ 2,019,808
Office supplies and other	800,809	388,059
Advocacy and lobbying	266,318	263,798
Occupancy	107,446	105,715
Subrecipients	2,068,198	491,629
Subcontractors	298,400	606,778
Seminars, meetings and workshops	36,700	222,646
Insurance	13,057	13,468
Depreciation	<u>22,385</u>	<u>30,480</u>
Total program services	<u>5,765,732</u>	<u>4,142,381</u>
General and administrative		
Salaries, taxes and benefits	679,208	650,913
Other operating	15,193	10,498
(Recovery of) provision for bad debts	18,614	(12,446)
Insurance	2,092	2,277
Depreciation	<u>550</u>	<u>616</u>
Total general and administrative	<u>715,657</u>	<u>651,858</u>
Total expenses	<u>\$ 6,481,389</u>	<u>\$ 4,794,239</u>

9. Retirement Plan

The Organization has a 401(k) profit-sharing plan that covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Association. Retirement plan expense for 2020 and 2019 was \$160,685 and \$154,053, respectively.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2020 and 2019

10. Income Taxes

HSSI has accumulated a net operating loss carryforward which began expiring in 2020. The Association has placed a 100 percent valuation allowance against any related deferred tax asset, due to uncertainty regarding its realization.

11. Concentrations of Credit Risk

From time to time, the Organization's and its controlled entities' total cash deposits exceed the federally insured limit. The Organization has not incurred any losses and does not expect any in the future.

12. Fair Value Measurement

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value, establishes a framework for measuring fair value in accordance with U.S. GAAP, and expands disclosures about fair value measurements.

FASB ASC Topic 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The Organization's investments are measured at fair value on a recurring basis using Level 1 inputs.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to Consolidated Financial Statements

December 31, 2020 and 2019

13. Coronavirus Disease

In response to the Coronavirus Disease (COVID-19), local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any further government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of June 10, 2021, management believes that a material impact on the Organization's financial position and results of future operations is reasonably possible.

The Organization has entered into a five year cooperative agreement with the U.S. Department of Health and Human Services, Assistant Secretary for Preparedness and Response (ASPR) to provide disbursement support, based on an allocation methodology using hospital types of specialty hospitals, critical access hospitals and prospective payment system hospitals and tertiary hospital. The ASPR funds are to be used in supporting hospitals related to their response to COVID-19 in our state. Allocations vary based on the type of hospital. A total of 25 member hospitals have accepted the allocations as subrecipients.

SUPPLEMENTARY INFORMATION

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Consolidating Statements of Financial Position

December 31, 2020 and 2019

	New Hampshire Hospital Association		Foundation for Healthy Communities		Health Shared Services, Inc.		Eliminations		Total	
	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019
ASSETS										
Current assets										
Cash and cash equivalents	\$ 657,733	\$ 380,424	\$ 345,201	\$ 593,892	\$ 26,028	\$ 26,721	\$ -	\$ -	\$ 1,028,962	\$ 1,001,037
Accounts receivable, net	103,138	588,755	547,234	357,452	-	-	-	-	650,372	946,207
Due from affiliate	97,731	61,687	115,780	112,530	-	-	(213,511)	(174,217)	-	-
Prepaid expenses	18,949	18,581	10,334	9,610	-	-	-	-	29,283	28,191
Total current assets	877,551	1,049,447	1,018,549	1,073,484	26,028	26,721	(213,511)	(174,217)	1,708,617	1,975,435
Investments										
Property and equipment, net	1,868,750	1,693,773	962,689	872,550	-	-	-	-	2,831,439	2,566,323
Investment in subsidiary	231,995	181,412	400	3,147	-	-	-	-	232,395	184,559
Other assets	40,000	40,000	-	-	-	-	(40,000)	(40,000)	-	-
Total assets	\$ 3,981,172	\$ 3,961,922	\$ 1,981,638	\$ 1,949,181	\$ 26,028	\$ 26,721	\$ (253,511)	\$ (214,217)	\$ 5,735,327	\$ 5,723,607
LIABILITIES AND NET ASSETS										
Current liabilities and total liabilities										
Accounts payable	\$ 394,929	\$ 512,793	\$ 21,119	\$ 142,961	\$ -	\$ -	\$ -	\$ -	\$ 416,048	\$ 655,754
Accrued payroll and related amounts	139,312	119,745	91,070	46,185	-	-	-	-	230,382	165,930
Due to affiliate	115,780	112,530	97,731	61,687	-	-	(213,511)	(174,217)	-	-
Deferred revenue	-	1,500	6,949	8,013	-	-	-	-	6,949	9,513
Total current liabilities and total liabilities	650,021	746,568	216,869	258,846	-	-	(213,511)	(174,217)	653,379	831,197
Net assets (deficit)										
Common stock	-	-	-	-	40,000	40,000	(40,000)	(40,000)	-	-
Without donor restrictions										
Operating	3,331,151	3,215,354	923,080	791,489	(13,972)	(13,279)	-	-	4,240,259	3,993,564
Internally designated	-	-	489,296	538,496	-	-	-	-	489,296	538,496
Total without donor restrictions (deficit)	3,331,151	3,215,354	1,412,376	1,329,985	(13,972)	(13,279)	-	-	4,729,555	4,532,060
With donor restrictions	-	-	352,393	360,350	-	-	-	-	352,393	360,350
Total net assets	3,331,151	3,215,354	1,764,769	1,690,335	26,028	26,721	(40,000)	(40,000)	5,081,948	4,892,410
Total liabilities and net assets	\$ 3,981,172	\$ 3,961,922	\$ 1,981,638	\$ 1,949,181	\$ 26,028	\$ 26,721	\$ (253,511)	\$ (214,217)	\$ 5,735,327	\$ 5,723,607

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Consolidating Statements of Activities and Changes in Net Assets (Deficit) Without Donor Restrictions

Years Ended December 31, 2020 and 2019

	New Hampshire Hospital Association		Foundation for Healthy Communities		Health Shared Services, Inc.		Eliminations		Total	
	2020	2019	2020	2019	2020	2019	2020	2019	2020	2019
Revenues										
Membership dues	\$ 1,787,278	\$ 1,734,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,787,278	\$ 1,734,257
Foundation support	-	-	463,120	443,120	-	-	-	-	463,120	443,120
Program services	-	-	3,396,795	1,504,839	-	-	-	-	3,396,795	1,504,839
Seminars, meetings, and workshops	-	-	22,033	132,670	-	-	-	-	22,033	132,670
Gifts and donations	-	-	196	853	-	-	-	-	196	853
Rental income	94,560	88,529	-	-	-	-	(41,255)	(40,331)	53,305	48,198
Interest and dividend income	34,500	47,615	18,519	23,052	-	-	-	-	53,019	70,667
Net realized and unrealized gain on investments	183,904	98,747	93,504	178,765	-	-	-	-	277,408	277,512
Miscellaneous	84,905	106,608	-	-	-	-	-	-	84,905	106,608
Net assets released from restriction	-	-	575,239	-598,714	-	-	-	-	575,239	-598,714
Total revenues	2,185,147	2,075,756	4,569,406	2,882,013	-	-	(41,255)	(40,331)	6,713,298	4,917,438
Expenses										
Salaries, taxes and benefits	1,369,397	1,313,137	1,462,230	1,357,584	-	-	-	-	2,831,627	2,670,721
Other operating	215,826	206,561	124,109	128,316	693	150	(41,255)	(40,331)	299,373	294,696
Program services	410,511	396,133	2,865,199	1,222,755	-	-	-	-	3,275,710	1,618,888
Seminars, meetings, and workshops	-	-	33,130	191,284	-	-	-	-	33,130	191,284
Depreciation	20,188	28,018	2,747	3,078	-	-	-	-	22,935	31,096
Provision for (recovery of) for bad debts	19,014	(9,317)	(400)	(3,129)	-	-	-	-	18,614	(12,446)
Total expenses	2,034,936	1,934,532	4,487,015	2,899,888	693	150	(41,255)	(40,331)	6,481,389	4,794,239
Change in net assets from operations	150,211	141,224	82,391	(17,875)	(693)	(150)	-	-	231,909	123,199
Change in cash surrender value of life insurance policies	(34,414)	-	-	-	-	-	-	-	(34,414)	-
Change in net assets without donor restrictions	115,797	141,224	82,391	(17,875)	(693)	(150)	-	-	197,495	123,199
Net assets (deficit) without donor restrictions, beginning of year	3,215,354	3,074,130	1,329,985	1,347,860	(13,279)	(13,129)	-	-	4,532,060	4,408,861
Net assets (deficit) without donor restrictions, end of year	\$ 3,331,151	\$ 3,215,354	\$ 1,412,376	\$ 1,329,985	\$ (13,972)	\$ (13,279)	\$ -	\$ -	\$ 4,729,555	\$ 4,532,060

SUPPLEMENTARY INFORMATION

GOVERNMENTAL REPORTS



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Trustees
New Hampshire Hospital Association

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of New Hampshire Hospital Association and Affiliates (Organization), which comprise the consolidated statement of financial position as of December 31, 2020, and the related consolidated statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated June 10, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Trustees
New Hampshire Hospital Association

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
June 10, 2021



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Board of Trustees
New Hampshire Hospital Association

Report on Compliance for Each Major Federal Program

We have audited New Hampshire Hospital Association and Affiliates' (Organization) compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2020. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying consolidated schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Board of Trustees
New Hampshire Hospital Association

Opinion on Each Major Federal Programs

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each major federal program for the year ended December 31, 2020.

Report on Internal Control over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Board of Trustees
New Hampshire Hospital Association

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the consolidated financial statements of the Organization as of and for the year ended December 31, 2020, and have issued our report thereon dated June 10, 2021, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidated schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the consolidated schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
June 10, 2021

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Consolidated Schedule of Expenditures of Federal Awards

Year Ended December 31, 2020

<u>Federal Program</u>	<u>CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Subrecipients</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services				
Pass-through programs:				
State of New Hampshire Department of Health and Human Services Division of Public Health				
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	05-95-90- 902510-2239	\$ -	\$ 957,032
Small Rural Hospital Improvement Grant Program	93.301	05-95-90- 901010-2219	1,042,829	1,150,388
State Rural Hospital Flexibility Program	93.241	05-95-90- 902010-2218	25,000	79,630
National Bioterrorism Hospital Preparedness Program	93.889	U3REP200649	<u>1,441,902</u>	<u>1,441,902</u>
Total expenditures of federal awards			<u>\$ 2,509,731</u>	<u>\$ 3,628,952</u>

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Notes to the Consolidated Schedule of Expenditures of Federal Awards

Year Ended December 31, 2020

1. Basis of Presentation

The accompanying consolidated schedule of expenditures of federal awards (Schedule) includes the federal grant activity of New Hampshire Hospital Association and Affiliates (Organization) under programs of the federal government for the year ended December 31, 2020. The information in the Schedule is presented in accordance with Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Organization.

2. Summary of Significant Accounting Policies

Expenditures reported in the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. Indirect Cost Rate

The Organization has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Consolidated Schedule of Findings and Questioned Costs

Year Ended December 31, 2020

Section I. - Summary of Auditor's Results

Consolidated Financial Statements

Type of auditor's report issued:	Unmodified		
Internal control over financial reporting:			
Material weakness(es) identified?	___	yes	___ <u>x</u> ___ no
Significant deficiency(ies) identified not considered to be material weaknesses?	___	yes	___ <u>x</u> ___ none reported
Noncompliance material to financial statements noted?	___	yes	___ <u>x</u> ___ no

Federal Awards

Internal control over major programs:			
Material weakness(es) identified?	___	yes	___ <u>x</u> ___ no
Significant deficiency(ies) identified not considered to be material weaknesses?	___	yes	___ <u>x</u> ___ none reported
Type of auditor's report issued on compliance for major programs:	Unmodified		
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	___	yes	___ <u>x</u> ___ no

Identification of Major Programs

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.301	Small Rural Hospital Improvement Grant Program
93.889	National Bioterrorism Hospital Preparedness Program

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? ___ x ___ yes ___ no

Section II. - Findings Relating to the Consolidated Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards

None noted

Section III. - Federal Award Findings and Questioned Costs

None noted

NEW HAMPSHIRE HOSPITAL ASSOCIATION AND AFFILIATES

Summary Consolidated Schedule of Prior Audit Findings

Year Ended December 31, 2020

Section I. - Findings Relating to the Consolidated Financial Statements Which are Required to be Reported in Accordance with Government Auditing Standards

None noted

Section II. - Federal Award Findings and Questioned Costs

None noted

BOARD OF TRUSTEES

October 2021 – October 2022



OFFICERS/EXECUTIVE COMMITTEE

Chair	Kevin Donovan, FACHE, Chief Administrative Officer, Concord Hospital-Franklin and Concord Hospital-Laconia
Vice Chair	Dean Carucci, Chief Executive Officer Portsmouth Regional Hospital
Secretary/ Treasurer AHA RPB Delegate	Greg Baxter, MD, President Elliot Health System
Immediate Past Chair	Don Caruso, MD, President & CEO Cheshire Medical Center/Dartmouth Hitchcock-Keene
President <i>ex officio</i>	Stephen Ahnen President, New Hampshire Hospital Association

TRUSTEES

John Jurczyk, FACHE	President St. Joseph Hospital
*Eileen Keefe, RN	Chief Nursing Officer Parkland Medical Center
Michael Lee	President Weeks Medical Center
Art Mathisen, FACHE	President Memorial Hospital
Neil Meehan, DO	Chief Physician Executive Exeter Hospital
Robert Nutter	President Littleton Regional Hospital
Michael Peterson, FACHE	President Androscoggin Valley Hospital
John Prochilo, FACHE	Chief Executive Officer Northeast Rehabilitation Hospital
Susan Reeves, EDD, RN	Executive Vice President, Dartmouth-Hitchcock Medical Center Chief Nurse Executive, Dartmouth-Hitchcock Health
Jeremy Roberge, CPA	President & CEO Huggins Hospital
*Alex Walker	President & CEO Catholic Medical Center

CAROLINE K. LAVOIE

SKILLS:

- Data Analysis
- Data Cleaning
- Data Visualization
- Python, R, SQL
- Microsoft Office 365
- Project Management
- Training & Documentation
- Result/Finding Presentations

EXPERIENCE

New Hampshire Hospital Association (NHHA)/Foundation for Healthy Communities (FHC), Concord, NH
Director, Health Information and Analytics April 2019-Present

- Serve as the primary contact to member hospital representatives for a variety of national, state, and local data reporting requests.
- Create and maintain computer programs, databases, and spreadsheets to analyze data collected by NHHA, FHC, and data available through secondary sources.
- Produce a variety of internal and external reports utilizing tools such as Microsoft Excel, Microsoft Access, and Tableau.
- Summarize research and analytical results used to support advocacy efforts, community access initiatives, and health system development.
- Act as Project Manager for the Uniform Health Facility Discharge Data System (UHFDDS) contract.
- Represent NHHA and FHC as requested at external stakeholder meetings, forums and presentations as the health information and data subject matter expert.

Concord Analytics, LLC, Concord, NH

Founder and Principal Partner

January 2018 – March 2019

Founding member of a successful business which offers a variety of data and project management services for clients across a variety of industries including government, for-profit, and not-for-profit.

Data Services:

- Analytics
- Data and Database Management
- Visualization

Project Management:

- Healthcare
- Information Technology
- Website & Web Development

St. Joseph's Neighborhood Center, Inc., Rochester, NY

Electronic Health Record Application Specialist

January 2016-May 2017

- Oversaw implementation of electronic health record system (SuccessEHS) and transition from paper charts.
- Designed interdepartmental workflows that incorporated new software for improved patient care.
- Managed volunteers and staff in data migration from previous software and paper charts to SuccessEHS.
- Designed and implemented training plans that include written material, group training sessions, and one-on-one training sessions for staff and volunteers.
- Created reports using Business Objects for workflow, data governance, data collection, and decision-making.

Practice Manager

December 2014-January 2016

- Managed and coordinated smooth operation of patient and client services and represented practice to senior staff.
- Maintained on-going patient census data and developed weekly reports while overseeing daily financial transactions, reporting, and daily reception activity.
- Performed all client communications with a challenging patient population.
- Managed and scheduled 60+ volunteer doctors and other medical professionals.

Volunteer Coordinator & Patient Discharge Coordinator

December 2012-December 2014

- Developed and maintained a database to track, analyze, and report on patient census.
- Initiated and institutionalized discharge process for patients and incorporated new federal healthcare regulations
- Spearheaded overhaul and clean-up of patient census in practice management software.
- Hired, trained and managed volunteers including establishing a reliable database of medical professionals.
- Trained and provided IT-support for user accounts and managed organization's e-mail distribution lists.

Assistant Volunteer Coordinator (AmeriCorps)

September 2010-July 2011

- Assisted the Director of Operations with all volunteer related duties and assisted with other tasks as needed.

1872 Café, Rochester, NY

Manager and Outreach Coordinator

August 2011-November 2012

- Led the conceptual development and physical construction of a 40 seat, 1,650-square foot coffee shop involving a \$300,000 budget and on-boarded and managed 12 employees.
- Generated the branding, business plan, and employee manuals for the business.
- Collaborated with marketing teams, construction crews, subcontractors, and vendors.

St. Joseph's House of Hospitality, Rochester, NY

Kitchen Manager/On-Call Staff (in residence)

July 2009-May 2010

- Directed staff, volunteers, and community service participants in daily meal preparation and service for 100+ homeless men and women.
- Coordinated kitchen inventory including negotiation with regional food distributors.
- Met a variety of evolving needs for drop-in center and emergency winter housing.

EDUCATION

University of New Hampshire, Durham, NH

Masters of Analytics

2018

Dinesh Thakur Health Analytics Scholar

Miami University, Oxford, OH

Bachelors of Arts, Cum Laude, Majors in Public Administration and History

2009

Phi Alpha Theta National History Honors Society

CERTIFICATIONS

St. John Fisher College, Rochester, NY

Certificate in Nonprofit Management

2014

Northstar Network, Rochester, NY

Healthcare Business Academy Fellowship Program

2015

KATHLEEN A. BIZARRO-THUNBERG, MBA, FACHE
kbizarro@nhha.org

Summary of Qualifications

Thirty-six year professional career in hospital association management, including nineteen years as executive vice president of statewide organization. Excellent communication, financial and management skills. Expertise in developing strategies and implementing statewide initiatives to support hospital issues, including HIPAA, data collection, emergency preparedness, public health and other healthcare policies.

Experience

New Hampshire Hospital Association, Concord, NH

Executive Vice President / Federal Relations – 8/04 to Present

- Responsible for monitoring and responding to hospital issues at the state and federal level and developing relationships with U.S. congressional staff
- Act as liaison between NHHA and the American Hospital Association for congressional actions
- Work with senior management staff on all aspects of advocacy support for the membership
- Represent the President, both internally and externally, in his absence
- Oversee internal NHHA and Foundation for Healthy Communities financial operations and budget development (approx. \$4 million annual combined operating budget) and information technology support.
- Oversee and execute multi-year statewide data collection contract with NH Dept of Health and Human Services (2016 to present)
- Supervise Executive Assistant, Director of Finance and Health Data Analyst
- Continue previous duties as EVP of NHHA, including hospital emergency preparedness activities, health policy issues, and special projects.

New Hampshire Hospital Association / Foundation for Healthy Communities,
Concord, NH

Executive Vice President (NHHA) – 11/01 to 8/04

Vice President / Strategic Information Services (FHC) – 1/96 to 8/04

- Lead and coordinated all data collection activities among all New Hampshire hospitals, Foundation for Healthy Communities and outside agencies;
- Lead the oversight and execution of multi-year statewide data collection contract with NH Department of Health and Human Services (Approx. \$500,000 annual contract from 1985 to 2004).
- Lead the oversight and execution of multi-year hospital emergency preparedness contract (Approx. \$750,000-\$1 million per year contract from 2002 to 2017)
- Developed new relationships with state and federal agencies for representation of hospitals for emergency preparedness activities.
- Co-chaired two-state HIPAA project to assist healthcare providers in implementing standardized HIPAA policies and procedures.

- Worked with multi-disciplinary teams of hospital and health plan representatives in monitoring and influencing data needs for the healthcare industry in the state legislature;
- Represented the Foundation on statewide health data policy issues.
- Assisted President with organization-wide projects such as specialized financial reporting and budgeting.
- Supervised Hospital Emergency Preparedness Coordinator, Data Collection Manager and Information Services Programmer. Shared supervision of Research Assistant.

New Hampshire Hospital Association, Concord, NH

- **Vice President / Strategic Information Services** – 8/94 to 1/96
- **Director of Information Services** – 1/91 to 8/94
- **Associate Director of Information Services** – 7/87 to 12/90
- **Data Technician** – 6/85 to 6/87

Education

Master in Business Administration in Leadership, 2008

Franklin Pierce University, Concord, NH
Graduated Sigma Beta Delta International Honor Society for Business,
Management and Administration member

Bachelor of Science in Health Management and Policy, 1992

University of New Hampshire (UNH), Durham, NH
Graduated Summa Cum Laude

Associate in Science in Computer Information Systems, 1985

New Hampshire Technical Institute, Concord, NH
Graduated with honors, Sachem Honor Society member

Certifications

Fellow American College of Healthcare Executives (ACHE)

Awards

- ACHE – Three-Star Exemplary Service Award (2010)
- ACHE – Two-Star Outstanding Service Award (2008)
- ACHE Regent's Award for Leadership (2001)
- Franklin Pierce University, Master of Business Administration, Outstanding Student Award (2008)
- Granite United Way, Volunteer of the Year Award (2016)
- State of New Hampshire, Department of Health and Human Services, Certificate of Appreciation for hospital based influenza vaccine redistribution efforts (2005)
- UNH, Health Management and Policy, Alumni Recognition Award (2007)
- UNH, Health Management and Policy, Preceptor Award (2017)

Elected Positions

- American College of Healthcare Executives (ACHE), Board of Governors (2013-2016)
- ACHE, Nominating Committee (2010-2011)
- ACHE, Regent for New Hampshire (2006-2009)
- Endowment for Health Advisory Council (2015 to present, Nominating Committee 2016 to present)
- New Hampshire Association of Health Care Executives (President 2000-2002, Secretary/Treasurer 2002 - 2005)
- Northern New England Association of Healthcare Executives (President-Elect. 2006-2008, President 2009-2010, Past-President 2011-2012)

Memberships

- Alliance for Health Data Access & Privacy (Co-Founder) (2001-2004)
- American College of Healthcare Executives (1988 to present)
- ACHE – New Hampshire Regents Advisory Council (1997-2009)
- Allied Association Information Resources Network (A2IRNET) (1994 to present, Chair 1994, 2005)
- Home Care Resources Development, Inc. (Board Member 9/94 - 9/95, Vice President 9/95 - 9/97)
- Forward Fund, Endowment for Health (2019 to present)
- New Hampshire Association of Health Care Executives (1992 to 2005)
- New Hampshire Association for Healthcare Quality (Secretary 1991 - 1993)
- NH CODES Project (Crash Outcomes Data Evaluation System) (Chairman 1998 - 2004)
- NHVSHIP (New Hampshire Vermont Strategic HIPAA Implementation Plan) (Co-Founder) (2001- 2006)
- Northern New England Association of Healthcare Executives (2005 to present)

Appointments

- ACHE, Fund for Healthcare Leadership, Voluntary Giving Committee (2017-present, Chair 2019 to present)
- ACHE, Board Policy Committee (2015-2016)
- ACHE, Regents Assessment Committee (2007-2009, Chair 2008-2009)
- Claims Data Release Advisory Committee for Limited Use Data Sets (NH Dept of Health and Human Services appointment) (2007 to present)
- Communicable Disease Epidemiological Control Committee (NH Dept of Health and Human Services appointment) (2002 to present)
- Granite State Health Care Coalition Leadership Team (2018 to present)
- NH Anti-Terrorism Task Force (NH Dept of Safety appointment) (2002 - 2005)
- NH Governor's Commission on Health Care and Community Support Workforce (2016)
- NH Governor's Y2K Commission (Governor appointment) (1999-2000)
- NH State Disaster Medical Advisory Committee (2020 to present) and Crisis Standards of Care subcommittee (2020 to present)
- NH Privacy Task Force (Governor appointment) (2001-2003)

- NH Trauma Medical Review Committee (NH Dept of Safety appointment) (1997 to present)
- NH Vital Records Institutional Review Board (IRB) (NH Dept of Health and Human Services appointment, serving as Chair) (2005 to 2008)
- UNH, Health Management and Policy Advisory Committee (2008 to present)

Community Participation

- Granite United Way, Board of Trustees member (2018 to present)
- Granite United Way, Audit Committee (2018 to present, Chair 2019 to present)
- Granite United Way, Finance Committee (2018 to present)
- Granite United Way, Merrimack County Community Impact Committee (2010 to present) including Chair of Education Review Committee (2010 to 2016)
- Woodside School, Inc. (Class Parent Representative 2003 - 2005, Board member 1/04 - 10/06, Vice Chair 10/04 - 10/05, Chair 10/05 - 10/06)

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kathleen Bizarro-Thunberg	Executive Vice President	\$195,700.18	0%	\$0
Caroline Lavoie	Director of Health Information and Analytics	\$78,020.80	0%	\$0



Lori A. Shibanette
Commissioner

Lisa M. Morris
Director

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

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

September 1, 2020

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

REQUESTED ACTION

Requested Action #1: Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with New Hampshire Hospital Association (VC#160051), Concord, NH, to continue to provide a Uniform Health Facilities Discharge Data System for the collection of health care facilities discharge data, by increasing the price limitation by \$545,916 from \$550,000 to \$1,095,916 and by exercising a renewal option by extending the completion date from September 30, 2020 to September 30, 2025, effective upon Governor and Council approval. 100% Other (Agency Class 27) used by the Department of Health and Human Services to reimburse DoIT is 50% Federal Funds and 50% General Funds.

Requested Action #2: Authorize the Department of Health and Human Services, Division of Public Health Services to amend an existing Memorandum of Agreement with the Department of Insurance, to continue to work jointly to maintain and provide funding to the Uniform Healthcare Facility Discharge Data System provided by the New Hampshire Hospital Association, by increasing the amount paid to the New Hampshire Hospital Association by \$265,458 from \$400,000 to \$665,458, and extending the completion date from September 30, 2020 to September 30, 2025, effective upon Governor and Council approval. 100% Other Funds (Insurance Department Administration Funds).

The original contract and Memorandum of Agreement were approved by Governor and Council on May 4, 2016, item #14.;

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, 2024, 2025, and 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

Requested Action #1: The purpose of this request is to maintain the Uniform Health Facilities Discharge Data System, which collects and provides electronically health care facility discharge data from all licensed health care facilities to the Department as required by RSA 126:25. This system currently contains hospital discharge data from thirty (30) reporting facilities, comprised of twenty-six (26) acute care hospitals and four (4) specialty hospitals. The information is used in a wide range of areas including disease surveillance, trends in drug misuse (including opiates), chronic disease prevention, quality of care, injury surveillance and prevention, community health assessments, and changing patterns of health care utilization. RSA 126 provides for the

confidentiality of information related to specific individuals while ensuring appropriate access of this data for lawful activities.

The New Hampshire Hospital Association will continue to collect and process data from hospitals; ensure that patient data is de-identified; track and communicate to the Department overdue and/or non-compliant hospitals; maintain on-line quality assurance for use by the Department; and other tasks to ensure the collection and reporting of hospital discharge data.

The Department will monitor contracted services using the following performance measures:

- Complete and timely hospital data is made available to the Department on an annual basis
- All hospital data is checked for completeness prior to submitting to the Department
- Monthly reports on completed and outstanding data collection are provided to the Department and measures are followed to assure data is complete and timely

As referenced in Part 2 of the original contract, the parties have the option to extend the agreement for up to five (5) 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 five (5) of the five (5) years available.

Requested Action #2: The purpose of this request is to continue an interagency Memorandum of Agreement between the Department of Health and Human Services and the New Hampshire Department of Insurance. The Department of Health and Human Services and the Department of Insurance both contribute to the annual cost of collecting and processing data from the Uniform Health Facilities Discharge Data System. The Memorandum of Agreement clarifies the roles and responsibilities of each agency in working jointly to maintain health care facility discharge data and ensures the resources of both agencies are used efficiently.

The New Hampshire Insurance Department's ability to continue to provide funding to support the Uniform Health Facilities Discharge Data System is contingent upon approval of the Memorandum of Agreement.

The New Hampshire Insurance Department is a major consumer of hospital discharge data under the authority of RSA 420-G. The data is used in the preparation of an annual report required by law concerning premium rates in the health insurance market and the factors, including health care costs and trends, that have contributed to rate increases during prior years.

As referenced in Section 2 of the original Memorandum of Agreement, the parties have the option to extend the agreement for up to five (5) 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 five (5) of the five (5) years available.

The availability of funding from the New Hampshire Insurance Department to support this contract is contingent upon approval of the Memorandum of Agreement described above by the Governor and Council and has been submitted for consideration as a separate item. The Department of Health and Human Services and the Department of Insurance will contribute to the annual cost of collecting and processing data.

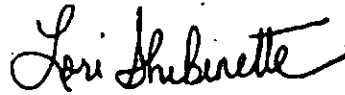
Should the Governor and Council not authorize these requests, the Uniform Healthcare Facilities Discharge Data System would no longer be available, resulting in noncompliance with RSA 126. In addition, the Department would not be in compliance with a number of federal grants that contain requirements for data provided by the Data System. The New Hampshire Insurance Department would not be in compliance with RSA 420-G and not have accurate data to prepare an annual report concerning premium rates in the health insurance market and rate increases.

Area served: Statewide

Source of Funds: Requested Action 1: 50% Federal Funds, and 50% General Funds.
Requested Action 2: 100% Other Funds (Insurance Department Administration Funds).

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

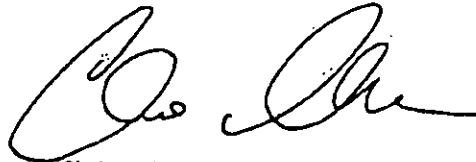
Respectfully submitted,



Lori Shibinette
Commissioner



Denis Goulet
Commissioner
Dept. of Information Technology



Christopher R. Nicolopoulos
Commissioner
New Hampshire Insurance Department

RID # 51668

**Uniform Health Facility Discharge Data System
RFP-2016-DPHS-024-UHFDD**

Requested Action 1:

01-03-003-0300-7695 GENERAL GOVERNMENT, DEPARTMENT OF INFORMATION TECHNOLOGY, INFORMATION TECHNOLOGY, DOIT FOR DHHS 100% Other (AGENCY CLASS 27) USED BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICES TO REIMBURSE DOIT IS 50% FEDERAL FUNDS AND 50% GENERAL FUNDS.

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	038-509038	Technology Software	03900104	\$0	\$65,000	\$65,000
2022	038-509038	Technology Software	03900104	\$0	\$51,500	\$51,500
2023	038-509038	Technology Software	03900104	\$0	\$53,045	\$53,045
2024	038-509038	Technology Software	03900104	\$0	\$54,637	\$54,637
2025	038-509038	Technology Software	03900104	\$0	\$56,276	\$56,276
			Subtotal	\$0	\$280,458	\$280,458

05-95-95-954010-5952 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AN HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	102-500731	Contracts for Program Svcs	954400	\$37,500	\$0	\$37,500
2018	102-500731	Contracts for Program Svcs	954400	\$37,500	\$0	\$37,500
2019	102-500731	Contracts for Program Svcs	954400	\$37,500	\$0	\$37,500
2020	102-500731	Contracts for Program Svcs	954400	\$37,500	\$0	\$37,500
			Subtotal	\$150,000	\$0	\$150,000
			Total:	\$150,000	\$280,458	\$430,458

**Uniform Health Facility Discharge Data System
RFP-2016-DPHS-024-UHFDD**

Requested Action 2:

**02-24-24-240010-2520 ADMIN OF JUSTICE AND PUBLIC PRTN, INSURANCE DEPT OF,
INSURANCE DEPT OF, ADMINISTRATION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	046-500464	Consultants	NA	\$37,500		\$37,500
2018	046-500464	Consultants	NA	\$37,500		\$37,500
2019	046-500464	Consultants	NA	\$37,500		\$37,500
2020	046-500464	Consultants	NA	\$37,500		\$37,500
2021	046-500464	Consultants	NA	\$0	\$50,000	\$50,000
2022	046-500464	Consultants	NA	\$0	\$51,500	\$51,500
2023	046-500464	Consultants	NA	\$0	\$53,045	\$53,045
2024	046-500464	Consultants	NA	\$0	\$54,637	\$54,637
2025	046-500464	Consultants	NA	\$0	\$56,276	\$56,276
			Subtotal	\$150,000	\$265,458	\$415,458

**02-24-24-240010-8887 ADMIN OF JUSTICE AND PUBLIC PRTN, INSURANCE DEPT OF,
INSURANCE DEPT OF, RATE REVIEW CYCLE III**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2016	046-500464	Consultants	NA	\$50,000	\$0	\$50,000
2017	046-500464	Consultants	NA	\$200,000	\$0	\$200,000
2018	046-500464	Consultants	NA	\$0	\$0	\$0
2019	046-500464	Consultants	NA	\$0	\$0	\$0
2020	046-500564	Consultants	NA	\$0	\$0	\$0
			Subtotal	\$250,000	\$0	\$250,000
			Total:	\$400,000	\$265,458	\$665,458



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/doi

Denis Goulet
Commissioner

September 9, 2020

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with the New Hampshire Hospital Association for provision of services as described below and referenced as DoIT No. 2016-024A.

The purpose of this contract amendment will provide continued technical services for the provision of the Uniform Healthcare Facilities Discharge Data Set (UHFDDS) by collecting, processing and aggregating claim level records from licensed hospitals in New Hampshire. The Data Set is essential for assessing hospital utilization, frequency of specific injuries and incidence of disease used by internal & external analysts for trend analysis and various reporting purposes.

The funding amount for this amendment is \$545,914, increasing the current contract from \$550,000 to \$1,095,914 and by extending the completion date to June 30, 2025 from the original completion date of June 30, 2020. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2025.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2016-024A
RID: 51666
cc: Michael Williams, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
Uniform Health Facility Discharge Data System**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Uniform Health Facility Discharge Data System**

This 1st Amendment to the Uniform Health Facility Discharge Data System contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Hospital Association, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 125 Airport Road, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 4, 2016, (Item #14), 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, 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:
September 30, 2025.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,095,914.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Modify Part 3- Exhibit A, Section 2 Deliverables, Milestones, and Activities Schedule, Table 1, Operation to include Ref #s 40-80, to read:

Ref #s	Deliverable/Milestone/Activity	Deliverable Type	Projected Delivery Date
	One - Time System Enhancements Year 6		
40	System Enhancements the following changes to be made for each NH Hospital reporting:	Software, Non-Software & Written	11/30/2020
40a	Discontinue D1 File	Software, Non-Software & Written	12/31/2020
40b	Make Changes to D2 File: Remove elements being added to new D3 file Add in patient name fields starting in 2021 Add in Principal Procedure date Add in subscriber name, DOB, and gender fields starting in 2021 Add hospital DRG coded and submitted in 837i files if presented	Software, Non-Software & Written	12/31/2020

New Hampshire Department of Health and Human Services
Uniform Health Facility Discharge Data System



40c	<p>Create New D3 File: Data elements include all other Dx codes, all other procedure codes, all revenue codes, all HCPCS codes, all HCPCS modifiers, all SVC unit and date codes, all accommodation rates, all other Dx POA codes.</p>	Software, Non-Software & Written	12/31/2020
40d	<p>Reinstate Certain Data Fields in Files, System and Reporting Including secondary payer/other subscriber, actual facility of service (if presented in 837i files), patient's full name, subscriber's full name</p>	Software, Non-Software & Written	12/31/2020
40e	<p>Add Nine New Edits to Data Check/Edt System Including: Age = 0 for newborn when admit source is newborn Length of stay must be a positive number Patient demographics must belong to the patient when subscriber is not present External cause of Injury acceptable code range = V00 to Y99 for ICD-10-CM (diagnosis) Duplicate MRN check for patients with different demographic data in the same facility. This report will be a quarterly report provided by CHIME to DHHS on a year-to-date basis. ED visits must have a principal Dx code Check that principal Dx code is ICD-10-CM (diagnosis) Check that principal Dx code is not 0 (or other invalid code) Check for DRG ungroupable codes</p>	Software, Non-Software & Written	12/31/2020
40f	<p>Change the Quality Report and Attestation Report: Ability to see the number of patients discharged on a specific date. This is to be built into the system for DHHS to run as needed.</p>	Software, Non-Software & Written	12/31/2020
40g	<p>Restructure to process to allow for a self-service model for attestation: (final sign off)/de-attestation (unlock if changes needed to final files) by hospital users, instead of contractor</p>	Software, Non-Software & Written	12/31/2020
40h	Finalize updates to the Submission Manual	Written	12/31/2020
50	Operations – Years 8 - 10		
	Quarterly/monthly processing of data		
50a	<ul style="list-style-type: none"> Hospitals submit CY data per schedule. 	Software & Non-Software	Ongoing

**New Hampshire Department of Health and Human Services
Uniform Health Facility Discharge Data System**



50b	<ul style="list-style-type: none"> Hospitals correct errors on the data 	Software & Non-Software	Ongoing
50c	<ul style="list-style-type: none"> Data quality assurance review and notifies hospitals of outliers 	Software & Non-Software	Ongoing
50d	<ul style="list-style-type: none"> Hospitals provide written documentation of outliers 	Software, Non-Software & Written	Ongoing
50e	<ul style="list-style-type: none"> Hospitals decm data is complete for each month 	Software & Non-Software	Ongoing
50f	<ul style="list-style-type: none"> Notify State that annual data is complete and ready for State review and sign-off 	Non-Software	Ongoing
50g	<ul style="list-style-type: none"> State reviews validation results and written documentation provided by hospitals. State downloads reports containing validation results and written documentation 	Non-Software	Ongoing
50h	<ul style="list-style-type: none"> State signs off that annual data is complete 	Non-Software	Ongoing
50i	<ul style="list-style-type: none"> Quarterly and annual data output deliverables are generated and made available to State 	Software, Non-Software & Written	Ongoing
50j	<ul style="list-style-type: none"> State downloads quarterly and annual data output deliverables from NHA secured access web portal 	Software, Non-Software & Written	Ongoing
60	<ul style="list-style-type: none"> Help Desk for user support calls 	Non-Software	Ongoing
70	<ul style="list-style-type: none"> Dedicated support for State Administrator 	Non-Software	Ongoing
80	<ul style="list-style-type: none"> Audit results per requirements available to hospitals and State 	Non-Software	Ongoing

6. Modify Part 3- Exhibit B, Section 1 Payment Scheduled, Subsection 1.1 Firm Fixed Price, Table 1 by replacing it in its entirety to read:

#	Payment Schedule	Projected Delivery Date	Price	Payment Amount
Implementation Phase Milestones - Year 1				
1	Final Work Plan accepted by the State	4/5/2016 EST 10 days after G&C Approval	\$50,000	\$50,000
2	UAT Complete and Accepted by the State	8/26/2016	\$50,000	\$50,000

New Hampshire Department of Health and Human Services
Uniform Health Facility Discharge Data System



3	All end-user training complete and recorded webinars available from NHHA's secured-access web portal	9/15/2018	\$50,000	\$50,000
4	Go-Live - System Deployed for production	9/30/2016	\$40,000	\$40,000
Implementation Phase Milestones - Year 2				
5	Hold Back Period Complete - System Accepted by the State	12/31/2016	\$10,000	\$10,000
Implementation Subtotal (Implementation costs)			\$200,000	\$200,000
Processing of FY 2015 Data (Inpatient, Outpatient, & Specialty)				
6	CY 2015 Inpatient Data output Deliverables are generated and made available to State - Year 1	11/30/2016	\$25,000	\$25,000
7	CY 2015 Outpatient & Specialty Data output Deliverables are generated and made available to State - Year 2	11/30/2016	\$25,000	\$25,000
Processing of FY 2015 Data Subtotal			\$50,000	\$50,000
Operational Phase Milestones				
8	Year 2 - Ongoing Operations and Reporting	Ending 9/30/2017	\$75,000	\$75,000
9	Year 3 - Ongoing Operations and Reporting	Ending 9/30/2018	\$75,000	\$75,000
10	Year 4 - Ongoing Operations and Reporting	Ending 9/30/2019	\$75,000	\$75,000
11	Year 5 - Ongoing Operations and Reporting	Ending 9/30/2020	\$75,000	\$75,000
Subtotal (Ongoing Operations and Reporting Years 2-5)			\$300,000	\$300,000
Enhancement Milestones - Year 6				
12	Final Work Plan accepted by the State	EST 10 days after G&C Approval	Included	Included
13	System Enhancements completed	12/31/2020	Included	Included
14	All end-user training complete	12/31/2020	Included	Included
15	Update Submission Manual	12/31/2020	Included	Included
16	Go-Live - System Deployed for production	12/31/2020	\$15,000	\$15,000
Enhancement Subtotal (Enhancement costs)			\$15,000	\$15,000
Operational Phase Milestones				
17	Year 6 - Ongoing Operations and Reporting	Ending 8/30/2021	\$100,000	\$100,000
18	Year 7 - Ongoing Operations and Reporting	Ending 9/30/2022	\$103,000	\$103,000
19	Year 8 - Ongoing Operations and Reporting	Ending 9/30/2023	\$106,090	\$106,090
20	Year 9 - Ongoing Operations and Reporting	Ending 9/30/2024	\$109,273	\$109,273
21	Year 10 - Ongoing Operations and Reporting	Ending 9/30/2025	\$112,551	\$112,551
Subtotal (Ongoing Operations and Reporting Years 6-10)			\$530,914	\$530,914
(FIXED PRICE TOTAL)			\$1,095,914	\$1,095,914

**New Hampshire Department of Health and Human Services
Uniform Health Facility Discharge Data System**



7. Add Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Uniform Health Facility Discharge Data System



All terms and conditions of the Contract not inconsistent with this Amendment #1 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

09/09/2020
Date

Lisa Morris
Name: Lisa Morris
Title: Director

New Hampshire Hospital Association

9/4/20
Date

Kathleen A. Bizarro-Thunberg
Name: KATHLEEN A. BIZARRO-THUNBERG
Title: 9/4/20

**New Hampshire Department of Health and Human Services
Uniform Health Facility Discharge Data System**



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

OFFICE OF THE ATTORNEY GENERAL

09/09/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a Security Risk Assessment as described in this paragraph. The purpose of the Risk Assessment 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. Specifically, the Contractor agrees to perform a Security Risk Assessment no less than annually utilizing ONC guidance tools and consistent with NIST standards.
10. 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.

11. 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.
12. 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.
13. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
14. 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.
15. 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

KABT

9/4/20

**New Hampshire Department of Health and Human Services
Uniform Hospital Facilities Discharge Data System**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Uniform Hospital Facilities Discharge Data System
Memorandum of Agreement**

This 1st Amendment to the Uniform Hospital Facilities Discharge Data System Memorandum of Agreement (MOA) (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Insurance Department (NHID), (hereinafter referred to as "the Agency"), a New Hampshire State Agency located at 21 South Fruit Street Suite 14, Concord, NH.

WHEREAS, pursuant to an agreement (the "Memorandum of Agreement") approved by the Governor and Executive Council on May 14, 2016, (Item 14), the Agency agreed to perform certain services based upon the terms and conditions specified in the MOA and in consideration of certain sums specified; and

WHEREAS, pursuant to the MOA Section 2, the MOA may be modified upon written agreement of the parties and approval from the Governor and Executive Council if necessary; and

WHEREAS, the parties agree to increase the price limitation and modify the MOA 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. Modify MOA by replacing in its entirety with MOA Amendment #1, which is attached hereto and incorporated by reference herein.
2. Add Attachment #1 Public Use Data Set Application, which is attached hereto and incorporated by reference herein.

[Handwritten Signature]
[Handwritten Date]

**New Hampshire Department of Health and Human Services
Uniform Hospital Facilities Discharge Data System**



All terms and conditions of the Contract consistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon 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

9/2/2020
Date

Lori Shubinette
Name: Lori Shubinette
Title: Commissioner

New Hampshire Insurance Department

9/2/2020
Date

Christopher Nicolopoulos
Christopher Nicolopoulos, Commissioner
New Hampshire Insurance Department

New Hampshire Department of Health and Human Services
Uniform Hospital Facilities Discharge Data System



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

OFFICE OF THE ATTORNEY GENERAL

09/04/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

MEMORANDUM OF AGREEMENT BETWEEN
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
DIVISION OF PUBLIC HEALTH SERVICES



AND

THE STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT

MOA-2016-DPHS-024-UHFDD
Amendment #1

1. GENERAL PROVISIONS

This is the first Amendment to the Memorandum of Agreement (MOA) between the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services, 29 Hazen Dr., Concord, NH 03301 and the New Hampshire Insurance Department (NHID), 21 South Fruit Street Suite 14, Concord, NH (referred to as the "Parties"), as approved by the Governor and Executive Council on May 4, 2016 (Item#14).

- 1.1. The purpose of this MOA is to set forth the roles and responsibilities of the DHHS and NHID as they continue to work jointly to develop and maintain NH Uniform Healthcare Facility Discharge Data Set (UHFDDS). In accordance with RSA 126:25 and RSA 126:28, the DHHS collects health facility discharge data sets, and makes them available to the NHID, other state government agencies, legislators, local health planners and qualified researchers. The NHID, in particular, receives the public use data sets and the name of the insurance company. NHID relies on these data for purposes of developing a better understanding of health care costs in connection with the NHID annual hearing and annual report on premium rates in the health insurance markets, as specified in RSA 420-G:14-a,V, and VI. The health care facility discharge data sets are critical for recognizing emerging patterns of health care utilization, quantifying the incidence and burden of disease and injury among New Hampshire residents, and understanding and controlling the large and increasing financial burden of hospitalizations for disease and injury.
- 1.2. Health care facilities licensed under RSA 151 are required to submit health care data as specified by the Commissioner of the DHHS, pursuant to RSA 126:27.
- 1.3. Pursuant to RSA 420-G:14-a,V and VI, the NHID is required to prepare an annual report concerning premium rates in the health insurance market and the factors, including health care costs and cost trends, that have contributed to rate increases during the prior year.
- 1.4. In connection with the performance of this MOA, DHHS, and NHID shall comply with all applicable laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA).
 - 1.4.1. NHID shall safeguard any confidential information, according to the data security standards appropriate for the non-public data it receives from DHHS.

2. TERM

- 2.1. Effective date: This amendment to the MOA is effective upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOA is from the date of approval by the Governor and Executive Council through September 30, 2025. The parties may extend this MOA



for up to one (1) year at any time by mutual written agreement, subject to the continued availability of funds, satisfactory performance of responsibilities, and approval of the Governor and Executive Council.

Modification: The parties may modify this MOA by mutual written agreement at any time, subject to the approval of the Governor and Executive Council.

- 2.3. Termination: Either party may unilaterally terminate this MOA upon written notice to the other party, in which case the termination shall be effective thirty (30) days after the date of that notice or at a later date specified in the notice.

3. RESPONSIBILITIES OF THE NEW HAMPSHIRE INSURANCE DEPARTMENT

The NHID agrees to:

- 3.1. Be a member of the UHFDDS Workgroup and as such shall participate in ongoing project coordination to monitor the vendor contract with the New Hampshire Hospital Association.
- 3.2. As a member of the UHFDDS Workgroup, the NHID shall share in the responsibility of identifying vendor compliance issues, approving invoices, and developing an efficient strategy for use of contractor services on an ongoing basis, both before and after 9/30/20. The NHID will receive regular updates and progress reports from the vendor and shall be notified if there is any variation in the manner in which the funds are being spent.
- 3.3. The NHID and DHHS shall share the cost of the contract by paying equal amounts for yearly maintenance. NHID shall utilize Agency Funds to pay the vendor for contracted services, and the vendor contract shall include a payment schedule consistent with the availability of NHID Agency Funds. The total contribution from the NHID shall not exceed \$265,458 over the five years of the contract. Payments shall be as follows: \$50,000 SFY 21, \$51,500 SFY 22, \$53,045 SFY 23, \$54,637 FY 24, and \$56,276 SFY 25.
- 3.4. The NHID shall update the UHFDDS Application and End User Agreement as needed in the event of a change in the data requested or to add or delete End Users. The End User Agreement is attached as Attachment A.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

The DHHS agrees to:

- 4.1. Appoint and maintaining a Project Planner. The Project Planner will have the following responsibilities:
 - 4.1.1.1. Participate in the UHFDDS Project Workgroup;
 - 4.1.1.2. Monitor the project work plan in consultation with the Project Planner; and
 - 4.1.1.3. Inform the Project Manager and all workgroup members of any urgent issues if and when they arise.
- 4.2. The DHHS shall be the signatory of the contract and, as such, shall have the authority to exercise any and all of the legal remedies allowed it under the contract.



4.3. Operation and Support of the System:

4.3.1.1. During the term of the vendor contract, the DHHS shall be responsible for maintaining data collection and reporting in accordance with RSA 126:25 and RSA 126:28.

4.3.1.2. Work in partnership with the vendor to address data submission compliance, but primary responsibility for identifying data submission issues shall rest with the vendor in consultation with the state Project Manager.

4.3.1.3. To the extent allowed by law, and after DHHS receives a completed UHFDDS Application and signed End User Agreement NHID will have access to yearly datasets once the datasets are complete.

4.4. Review data files submitted by the vendor for completeness and accuracy. DHHS will recommend changes to the health care facility discharge data collection system as needed to maintain efficiency, and compliance with state laws and regulations.

5. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DHHS AND NHID THAT:

5.1. Upon ongoing satisfactory completion of data collection and consolidation services, consistent with vendor contract requirements, payments for vendor invoices will be made by DHHS and the NHID directly to the vendor. DHHS will forward DHHS-approved vendor invoices to the NHID with a recommendation for payment if the work billed for has been performed in a satisfactory manner.

5.2. Notwithstanding any provision of this Agreement to the contrary, all obligations of the DHHS and NHID 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 DHHS and NHID 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 DHHS and NHID 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. DHHS and NHID shall not be required to transfer funds from any other account to the Account identified in 3.3 in the event funds in that Account are reduced or unavailable.

5.3. Disputes arising under this MOA which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

5.4. This MOA shall be construed in accordance with the laws of the State of New Hampshire.

5.5. The parties hereto do not intend to benefit any third parties and this MOA shall not be construed to confer any such benefit.

5.6. In the event any of the provisions of this MOA are held to be contrary to any state or federal law, the remaining provisions of this MOA will remain in full force and effect.

5.7. This MOA, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOA and understandings between the parties, and supersedes all prior MOA's and understandings relating hereto.

5.8. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.



Lori A. Shibanette
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES
BUREAU OF PUBLIC HEALTH STATISTICS AND INFORMATICS

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4988 1-800-852-3345 Ext. 4988
Fax: 603-271-8705 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

**Uniform Healthcare Facility Discharge
Data Set (UHFDDS)
Public Use Data Set
Application**

Please send your complete and signed application materials to the following address:

NH UHFDDS
Bureau of Public Health Statistics & Informatics
Division of Public Health Services
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301-3857
Email: HospitalData@dhhs.nh.gov

This data set application will be processed in accordance with the provisions of NH RSA 126:28 and the Memorandum of Agreement between the Department of Health and Human Services and the New Hampshire Department of Insurance.

Part I: Request for Data

Individual and Organization Requestor and Shipping Information

Contact Person's Name and Title: <input type="text"/>
Organization/Department Affiliation (if applicable): <input type="text"/>
Address: <input type="text"/>
Telephone Number: <input type="text"/>
Fax Number: <input type="text"/>
E-mail Address: <input type="text"/>
Date: <input type="text"/>

Data Retrieval Information/Data release/Data transmission

Datasets may be provided via secure email or in some circumstances via secure FTP.

Please indicate your Agency's expected use of the data requested:

Part II: Specification of Request for Public Use Dataset

Instructions for using the following checklists:

1. Check datasets requested
2. Specify year(s) of data requested based on years of data available.
3. Please contact HospitalData@dhhs.nh.gov to request data prior to 2010.
4. Indicate the software format in which you would like to receive dataset.

Please indicate the type of data and years requested by checking boxes below:

Discharge Type	Years Requested								
	2010	2011	2012	2013	2014	2015	2016	2017	2018
Inpatient	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outpatient	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specialty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Important Note:

The 2010 and 2011 New Hampshire hospital discharge datasets contain known data quality issues and are unfortunately not reliable for surveillance or research. Additionally, a 2010 change to the rule (NH He-C 1500) governing the collection of discharge data extended the reporting of outpatient visits to a large generalized set of data but removed the emergency department (ED) indicator field. Consequently, identification of ED discharges or inpatient discharges resulting from ED visits is not currently possible.

Please indicate how you would like to receive the data:

Comma-delimited R SAS SPSS

End User Terms and Conditions:

All individuals affiliated with NHID and working with the data received under this application shall also sign the Agreement to comply with the End User Terms and Conditions.

This Public Use dataset ("the dataset") is provided to support the information needs of the New Hampshire Insurance Department (NHID) for the specific purpose as stated above and for improving service delivery, evaluating health care, and monitoring the health of the people of New Hampshire. By receiving the dataset, NHID agrees to comply with the following terms and conditions:

1. The dataset may be used for statistical reports and analyses. Commercial use of this dataset is prohibited.
2. The dataset shall not be shared, in part or in total, with any individual or entity other than authorized employees of NHID.
3. NHID shall follow all state and federal laws and regulations to ensure the privacy and confidentiality of any individual patient or individual health care practitioner whose data is included in the dataset.
4. NHID shall not attempt to learn the identity of any person included in the dataset and shall not combine the dataset provided with other dataset(s) for the purpose of linking or matching records to identify any individual patient or individual health care practitioner.
5. NHID shall not disclose or make use of the identity of any individual patient, individual health care practitioner, or establishment discovered inadvertently. NHID shall report any such discovery within 24 hours to: DHHSInformationSecurityOfficer@dhhs.nh.gov and DHHSPrivacyOfficer@dhhs.nh.gov.
6. NHID shall not imply or state, either in written or oral form, that interpretations based on the dataset are those of the original data sources and the New Hampshire Department of Health and Human Services, Division of Public Health, nor any of its bureaus or program entities unless the parties are formally collaborating.
7. Failure to comply with any of the above requirements may be subject to legal action.
8. NHID shall acknowledge, in all reports and/or presentations based on the data derived from the dataset, that the original source of the data is the Public Use Dataset. NHID shall not imply or state, either in written or oral form, that interpretations based on the dataset are those of the Department of Health and Human Services, Division of Public Health or the State of New Hampshire.
9. In any use of the data in statistical reporting, NHID should include the following suggested citation: "The Public Use Dataset was provided by the New Hampshire Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Statistics and Informatics."
10. If the dataset is provided by sFTP, NHID understands that the sFTP details and/or any information security credentials (user name and password) shall not be shared with anyone. This applies to credentials used to access the site directly or indirectly through a third party application.
11. NHID shall notify the Department immediately upon discovery if identifiable and/or confidential information is inadvertently included in the data set.

NHID User 1

Signature

Printed Name

Business Name

Date

Title

NHID User 2

Signature

Date

Printed Name

Title

NHID User 3

Signature

Date

Printed Name

Title

NHID User 4

Signature

Date

Printed Name

Title

NHID User 5

Signature

Date

Printed Name

Title

**Public Use Data Request Attachment A
Data Table Elements and Description
Public Use Table Fields**

Field Position	Field Name	Field Description
1	DISCHARGE_KEY	Unique encounter identifier assigned by the NH UHFDOOS Data Management System.
2	HDD_HOSPITAL_CDE	NH hospital code
3	HOSPITAL_NME	NH hospital name
4	HOSPITAL_TYPE_CDE	NH hospital service type
5	PT_AGE_GROUP	Patient's 5-year age group
6	PT_GENDER_CDE	Patient's sex
7	PT_RESIDENCE_CDE	Patient's county FIPS code for NH resident. Non NH residents were coded as 'non-NH'.
8	FACILITY_TYPE_CDE	The first two digits of the type of bill to identify the type and classification of facility that provided care to the patient
9	CLAIM_FREQ	The third digit of the type of bill to indicate the sequence of a claim in the patient's current episode of care.
10	DISCHARGE_TYPE	Type of discharge, either inpatient, outpatient or specialty
11	ED_FLAG	A flag if Revenue code 045X appears in any of the revenue codes on discharge.
12	OBS_FLAG	A flag if Revenue code 0762 appears in any of the revenue codes on discharge.
13	ADMISSION_YEAR	Year of admission
14	DISCHARGE_YEAR	Year of discharge.
15	LENGTH_OF_STAY	The number of days between admission and discharge from an inpatient care facility.
16	ADMISSION_HOUR_NBR	The time a patient was admitted.
17	ADMISSION_TYPE_CDE	The type and priority of an inpatient admission
18	ADMISSION_SOURCE_CDE	The source of the referral for the admission or visit
19	DISCHARGE_HOUR_NBR	The time a patient was discharged.
20	PT_RELATIONSHIP_CDE	The code to identify the patient relationship to the insurance plan subscriber.
21	PRIMARY_PAY_SOURCE_CDE	Primary payer classification code
22	PRIMARY_PAY_GROUP_TXT	Primary payer classification description
23	TTL_DISCHARGE_CHG_AMT	The total charges for all services on discharge.
24	PT_DISCHARGE_STATUS_CDE	The code to identify the status of the patient as of the discharge date
25-27	PT_REASON_FOR_VISIT_n_CDE	The diagnosis code to identify the patient's reason for visit. (up to 3)
28	ADMITTING_DX_CDE	The diagnosis code used to identify the patient's initial diagnosis at admission.
29	ICD_VERSION	Diagnosis ICD code identifier
30	PRINCIPAL_DX_CDE	The diagnosis code identifying the diagnosis, condition, problem or other reason for the admission/encounter/visit shown in the medical record to be chiefly responsible for the services provided.
31 - 39	OTHER_DX_n_CDE	The diagnosis code identifying the patient's other diagnosis (up to 9)
40	AGENCY_DRG_CDE	The Diagnosis-related group code to classify any inpatient stay into groups for the purposes of payment.
41	AGENCY_MDC_CDE	The Major Diagnostic Categories code to identify a particular medical specialty in an inpatient discharge.

Field Position	Field Name	Field Description
42-45	EXTERN_INJURY_CAUSE_n_CDE	External cause of injury code (up to 4)
46-50	REVENUE_n_CDE	Revenue code is used on hospital bills to tell the insurance companies either where the patient was when they received treatment, or what type of item a patient might have received as a patient. The code is to identify specific accommodations and/or ancillary service in ascending numeric order, by date of service if applicable. (up to 5)
51	PRINCIPAL_PROCEDURE_CDE	The code indicates the principal procedure performed during the period covered by the institutional claim.
52-56	OTHER_PROCEDURE_n_CDE	The code that indicates the other procedure performed during the period covered by the institutional claim (up to 5)

Additional requested data element which is not a direct or indirect identifier:

Field Position	Field Name	Field Description
57	PAYER_NME	Primary insurance name or self-pay

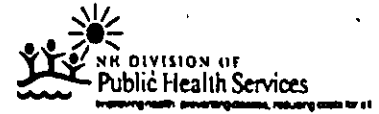


Jeffrey A. Meyers
Commissioner

Marcella Jordan Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4988 1-800-852-3345 Ext. 4988
Fax: 603-271- TDD Access: 1-800-735-2964



APR 13 2016 10:21 AM

14 mac

March 17, 2016

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

REQUESTED ACTION

- 1.) Authorize the Department of Health and Human Services, Division of Public Health Services to enter into a Memorandum of Agreement with the Department of Insurance. This Memorandum of Agreement will allow for the Department of Insurance to provide funding for the Uniform Health Facilities Discharge Data System contract in the amount of \$250,000. The New Hampshire Insurance Department is required by law to use hospital discharge data to prepare an annual report concerning premium rates in the health insurance market and the factors that have contributed to rate increases during prior years. The Memorandum of Agreement will be effective upon Governor and Executive Council approval through September 30, 2020.
- 2.) Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with the New Hampshire Hospital Association (Vendor #160051), 125 Airport Road, Concord, New Hampshire 03301, to provide a Uniform Health Facilities Discharge Data System for the collection of health care facilities discharge data, in an amount not to exceed \$550,000 effective upon Governor and Executive Council approval through September 30, 2020. 45% Federal Funds, 55% Other Funds.

Funds are available in State Fiscal Year 2016 and 2017 and are anticipated to be available in State Fiscal Years 2018, 2019, and 2020 upon availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances between state fiscal years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

02-24-24-240010-8887 ADMIN OF JUSTICE AND PUBLIC PRTN, INSURANCE DEPT OF, INSURANCE DEPT OF, RATE REVIEW CYCLE III

Fiscal Year	Class	Title	Activity Code	Amount
2016	046-500464	Consultants	NA	\$50,000
2017	046-500464	Consultants	NA	\$200,000
2018	046-500464	Consultants	NA	\$0
2019	046-500464	Consultants	NA	\$0
2020	046-500564	Consultants	NA	\$0
			Sub-Total:	\$250,000

05-95-95-954010-5952 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AN HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES

Fiscal Year	Class	Title	Activity Code	Amount
2017	102-500731	Contracts for Program Svcs	954400	\$37,500
2018	102-500731	Contracts for Program Svcs	954400	\$37,500
2019	102-500731	Contracts for Program Svcs	954400	\$37,500
2020	102-500731	Contracts for Program Svcs	954400	\$37,500
			Sub-Total	\$150,000

02-24-24-240010-2520 ADMIN OF JUSTICE AND PUBLIC PRTN, INSURANCE DEPT OF, INSURANCE DEPT OF, ADMINISTRATION

Fiscal Year	Class	Title	Activity Code	Amount
2017	046-500464	Consultants	NA	\$37,500
2018	046-500464	Consultants	NA	\$37,500
2019	046-500464	Consultants	NA	\$37,500
2020	046-500464	Consultants	NA	\$37,500
			Sub-Total:	\$150,000
			Total:	\$550,000

EXPLANATION

The purpose of this contract is to fund a Uniform Health Facilities Discharge Data System for the collection of health care facility discharge data as required by state law. RSA 126:25 requires that all licensed health care facilities electronically provide their discharge data to the Department of Health and Human Services. These data have been collected by the Department since 1986 and currently contains hospital discharge data from thirty-two (32) reporting facilities, comprised of twenty-six (26) acute care hospitals and six (6) specialty hospitals. The information is used in a wide range of areas including disease surveillance, trends in drug misuse (including opiates), chronic disease prevention, quality of care, injury surveillance and prevention, community health assessments, and changing patterns of health care utilization. RSA 126 provides for the confidentiality of information related to specific individuals while assuring appropriate access of this data for lawful activities.

Under the terms of the contract, the vendor will collect and process data from hospitals; ensure that patient data is de-identified; track and communicate to the Department of Health and Human Services overdue and/or non-compliant hospitals; maintain on-line quality assurance for use by the Department; and other tasks to ensure the collection and reporting of hospital discharge data.

The New Hampshire Insurance Department is also a major consumer of hospital discharge data under the authority of RSA 420-G. The data are used in the preparation of an annual report required by law concerning premium rates in the health insurance market and the factors that have contributed to rate increases during prior years.

Prior to June 30, 2012, the collection and processing of hospital discharge data was managed under a contract. Due to cost and other factors, the collection and processing of the data then became an in-house function through the Department of Information Technology and the Department of Health and Human Services. However, the limited staff resources available in both departments could not produce data sets in a timely manner, in order to better utilize the limited resources available, the Department of Health and Human Services and the New Hampshire Insurance Department sought to collaborate together to ensure the collection and reporting of hospital discharge data.

In order to more efficiently use the resources of both agencies, an interagency Memorandum of Agreement between the Department of Health and Human Services and the New Hampshire Insurance Department has been executed for the purpose of clarifying the roles and responsibilities of each agency to work jointly to develop and maintain health care facility discharge data both during and after the State's transition to the new system.

The availability of funding from the New Hampshire Insurance Department to support this contract is contingent upon approval of the Memorandum of Agreement described above by the Governor and Council and has been submitted for consideration as a separate item. The Department of Health and Human Services and the Department of Insurance will contribute to the annual cost of collecting and processing data.

A Request for Proposals was posted to the Department's website from September 23, 2015 through November 2, 2015. Four (4) proposals were received. The proposals were evaluated by a group of individuals with program specific knowledge and experience. New Hampshire Hospital Association was selected. A Bid Summary is attached.

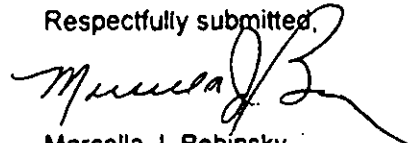
This contract contains renewal language which allows for the contract to be renewed for up to five (5) additional years, at the sole option of the State, subject to the parties' prior written agreement, the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the collection and reporting of hospital discharge data may be delayed.

Area Served: Statewide

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

Respectfully submitted,



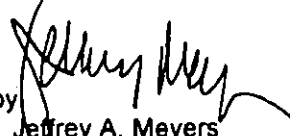
Marcella J. Bobinsky
Acting Director

Approved by:



Roger A. Sevigny
Commissioner
NH Insurance Department

Approved by:



Jeffrey A. Meyers
Commissioner
Department of Health and Human Service

MEMORANDUM OF AGREEMENT

Between

The New Hampshire Insurance Department

And the

New Hampshire Department of Health and Human Services

Agreement Relative to the Collection, Quality Control, Presentation and Funding
of the New Hampshire Discharge Data Set Pursuant to RSA 126:25

Parties: This Memorandum of Agreement (MOA) is between the New Hampshire Department of Health and Human Services (hereinafter "DHHS") located at 129 Pleasant Street, Concord, NH, and the New Hampshire Insurance Department (hereinafter "NHID") located at 21 South Fruit Street Suite 14, Concord, NH (individually, each a "Party" and collectively "Parties").

Purpose: DHHS and the NHID are entering into this MOA in order to clarify the roles and responsibilities of each agency as they work jointly to develop and maintain health care facility discharge datasets during the State's transition from an in-house legacy health care facility data management system to a more comprehensive vendor-based approach to collecting and processing health facility data. This MOA supersedes and replaces the previous agreement on this subject dated 8/31/15.

Background: In accordance with RSA 126:26 and Chapter He-C 1500, DHHS collects health facility discharge data sets, and makes them available to the NHID, other state government agencies, legislators, local health planners and qualified researchers. The NHID, in particular, relies on these data for purposes of developing a better understanding of health care costs in connection with the NHID annual hearing and annual report on premium rates in the health insurance markets, as specified in RSA 420-G:14-a, V and VI. The health facility discharge data sets are critical for recognizing emerging patterns of health care utilization, quantifying the incidence and burden of disease and injury among New Hampshire residents, and understanding and controlling the large and increasing financial burden of hospitalizations for disease and injury.

AUTHORITY

Health care facilities licensed under RSA 151 are required to submit health care data as specified by the Commissioner of the Department of Health and Human Services, pursuant to RSA 126:27 and He-C 1500.

Pursuant to RSA 420-G:14-a, V and VI, the NHID is required to prepare an annual report concerning premium rates in the health insurance market and the factors, including health care costs and cost trends, that have contributed to rate increases during the prior year.

AGREEMENT OF THE PARTIES

For the purposes of this MOA, DHHS and NHID agree to cooperate as follows:

I. Department of Health and Human Services

A. Project Workgroup: DHHS has established a Health Care Facility Discharge Data Project Workgroup ("HDD Workgroup") that will include representatives of the NHID, the Department of Information Technology (DOIT) the DHHS Office of Information Services, and the DHHS Division of Public Health Services. The HDD Workgroup will meet on an ongoing basis throughout the term of this MOA to discuss the status of work under the vendor contract, and to plan for how data will be processed should vendor support terminate.

B. Vendor Oversight

1. DHHS, in cooperation and consultation with NHID, has procured a vendor to assist in the collection, storage and processing of health care facility discharge data and has, subject to Governor and Council approval, entered into a contract with the successful vendor.
2. The contract referenced in paragraph B.1. contemplates work in two phases, (i) an implementation phase which is ongoing as of the date of execution of this agreement and which is projected to end on or before December 31, 2016, and (ii) an ongoing operations and maintenance phase that will begin following the implementation phase, by January 1, 2017. The contract includes the following specific provisions:
 - a. Vendor is responsible for processing data for dates of service from 1/1/15-12/31/20 using identical processes and encryption methodology for all data sets.
 - b. All data shall be provided to the state in a format that allows for direct comparison between submission years.
 - c. Vendor shall develop a process for ongoing data collection and processing, including a web portal; that shall be used for data collected after 9/30/16, regardless of whether collection is performed by a contractor or internally by NH DHHS.
3. DHHS is responsible for appointing and maintaining a Project Manager who shall have overall responsibility for the day-to-day operation of the discharge data collection project, and who shall manage the activities of the selected vendor. The DHHS Project Manager will have the following responsibilities:
 - a. Execute the project work plan;
 - b. Review task-specific progress for timeliness, quality, and accuracy in order to achieve and maintain overall progress;
 - c. Provide weekly progress reports to the HDD Workgroup; and
 - d. Review potential requirement changes and scheduling options to identify potential impacts on the project in order to identify whether the changes may require a change of scope.

4. DHHS is responsible for appointing and maintaining a Project Planner. The Project Planner will have the following responsibilities:

- a. - Chair the HDD Project Workgroup;
- b. Monitor the project work plan in consultation with the Project Manager; and
- c. Inform the Project Manager and all workgroup members of any urgent issues if and when they arise.

5. Contracts requiring Governor and Council approval will be prepared by DHHS with the NHID as a co-petitioner.

6. During the implementation phase of the contract, DHHS will forward DHHS-approved vendor invoices to the NHID with a recommendation for payment if the work billed for has been performed in a satisfactory manner.

7. The DHHS shall be the signatory of the contract and, as such, shall have the authority to exercise any and all of the legal remedies allowed it under the contract.

C. Operation and Support of the New System:

1. During the vendor contract executed pursuant to paragraph I. B. 1., DHHS shall bear ultimate responsibility for maintaining data reporting in accordance with Administrative Rule He-C 1500.
2. DHHS shall work in partnership with the vendor to address data submission compliance, but primary responsibility for identifying data submission issues shall rest with the vendor in consultation with the state Project Manager.
3. Pursuant to He-C 1504, DHHS shall be responsible for any release of the data to interested parties, including overseeing the application process and developing the requested data files.
4. DHHS will review data files submitted by the vendor for completeness and accuracy. DHHS will recommend changes to the health care facility discharge data collection system as needed to maintain efficiency and compliance with state law and regulation.

II. NH Insurance Department

A. Vendor Oversight

1. The NHID shall be a member of the HDD Workgroup created under paragraph I.A. and as such shall participate in ongoing project coordination as the vendor contract is implemented.
2. The NHID will assist and support DHHS in receiving Governor and Council approval for the contract.
3. During the implementation phase of the contract, the NHID will use federal grant funds to pay vendor invoices for work that is performed satisfactorily. All such payments are contingent on the availability of federal funds, and payments after September 30, 2016 are contingent upon NHID receiving a no cost extension for the use of rate-review grant funds.
4. Payments for implementation services rendered under the contract will be made by the NHID directly to the vendor.

B. Operation and Support of the New System

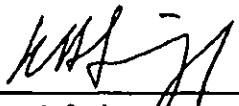
- I. As a member of the HDD Workgroup, the NHID shall share in the responsibility of identifying vendor compliance issues, approving invoices, and developing an efficient strategy for use of contractor services on an ongoing basis, both before and after 9/30/16. The NHID will receive regular updates and progress reports from the vendor and shall be notified if there is any variation in the manner in which the funds are being spent.

III. Duration, Termination and Additional Terms


1. The conditions and responsibilities outlined in this agreement are subject to the availability of funds. Vendor payments for services during the implementation phase shall not exceed \$250,000, and are expected to be complete by December 31, 2016. After the implementation phase is complete, and beginning no sooner than January 1, 2017, each Party intends to contribute \$37,500 annually, to fund operations and maintenance costs for data collection and processing. The total cost of the project, including development, operations and maintenance shall not exceed \$550,000 during the time period between April of 2016 and September 30 of 2020. The NHID shall utilize federal grants to pay the vendor for implementation services, and the vendor contract shall include a payment schedule consistent with the availability of NHID federal grant funds. Including the use of federal grant funds, the total contribution from the NHID shall not exceed \$400,000: \$250,000 for the development phase, and \$37,500 annually for the calendar years 2017-2020.
2. The parties intend that a new MOA governing this subject matter will be renegotiated for the period after the vendor contract ends on September 30, 2020.
3. The DHHS and the NHID shall maintain a process for direct access to files produced by the vendor. To the extent allowed by law, both DHHS and NHID will have equal access to the datasets produced by the vendor.
4. The parties further intend that this MOA shall not change, effect, or alter any existing responsibilities or authority of the parties unrelated to data collection and processing pursuant to RSA 126:25.
5. This MOA will terminate on September 30, 2020. Either party may terminate this MOA on an earlier date by providing thirty (30) days written notice to the other.
6. In the event changes in either state or federal law or regulations occur, which render performance hereunder illegal, void, impracticable, or impossible, this MOA will terminate immediately.
7. There are no intended third party beneficiaries to this MOA. It is the specific intent of the parties that nothing contained in this MOA shall give rise to any right or cause of action, contractual or otherwise, in or on behalf of the individuals whose information is used or disclosed pursuant to this MOA.

- 8. No provision of this MOA may be waived or modified except by an agreement in writing signed by both parties. A waiver of any term or provision shall not be construed as a waiver or modification of any other term or provision.
- 9. Neither Party shall be deemed to be the legal representative of the other.
- 10. Nothing in this MOA shall prohibit the DHHS from fully exercising any and all of its options to terminate any resulting contract should funding become unavailable or if the vendor violates any provisions of said contract.

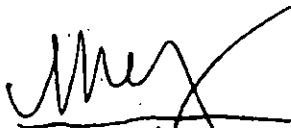
IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.



Roger A. Sevigny
Commissioner
New Hampshire Insurance Department
Date:



Jeffery A. Meyers
Commissioner
Department of Health and Human Services
Date:



Megan A. Apple
Attorney
Attorney General's Office
Bar # 19004

4/12/16



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

February 29, 2016

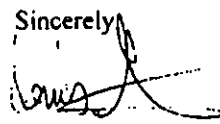
Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Meyers,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with the New Hampshire Hospital Association for provision of services as described below and referenced as DoIT No. 2016-024.

The purpose of this contract is to provide services as the agent of DHHS for collection, processing, quality assurance, consolidation, secure storage, and access to hospital discharge data by providing a replacement Uniform Health Facilities Discharge Data Set (UHFDDS) System, in an amount not to exceed \$550,000 to be effective as of the date of the Governor and Council approval through September 30, 2020.

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/mh
DoIT 2016-024

cc. Leslie Mason, DoIT

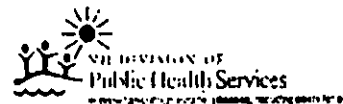


Jeffrey A. Meyers
Commissioner

Marcella Jordan Bobinskiy
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-4503
603-271-4988 1-800-852-3345 Ext. 4988
Fax: 603-271-7623 TDD Access: 1-800-735-2964



February 23, 2016

Denis Goulet
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation

This Agreement is by and between the Department of Health and Human Services, ("State"), and the New Hampshire Hospital Association, a New Hampshire Non Profit Corporation, having its principal place of business at 125 Airport Road, Concord, NH 03301. This Contract is to provide Services as the agent of DHHS for collection, processing, quality assurance, consolidation, secure storage, and access to hospital discharge data by providing a replacement Uniform Health Facilities Discharge Data Set (UHFDDS) System to be effective as of the date of the Governor and Council approval in an amount not to exceed \$550,000.

This Agreement provides a Technical Solution and Services for the collection of Health Care Facility Discharge Data as required under State law RSA 126:25. The Unified Healthcare Facility Discharge Data Set (UHFDDS) is one of the most useful Datasets available to public health officials, care providers and statewide leadership. The Data is used for assessing hospital utilization, frequency of specific injuries and incidence of disease. The Dataset is also used by internal & external analysts for trend analysis and various reporting. The Data is collected from each New Hampshire hospital and 3 adjacent states.

The State shall benefit by receiving improved Data quality using NHHA's experience, and that of its Subcontractors, receiving files from facilities, processing the files, managing the Error Correction Processes, and producing a Dataset containing the required Data. NHHA shall also provide much needed Outreach Services to Health Care Facilities as well as provide expertise that shall provide processing of Data more quickly and efficiently than the current in-house Solution.

A Memorandum of Agreement (MOA) has been executed between the NH Insurance Department (NHID) and DHHS for the purpose of clarifying the roles and responsibilities of each agency as they work jointly to develop and maintain health care facility discharge datasets during the State's transition from an in-house legacy UHFDDS System to a new System that will provide a more comprehensive vendor-based approach to collecting and processing Health Care Facilities' data. Funding provisions are generally described within the MOA. The NHID shall utilize Rate Review Grant Funds to pay the vendor for Implementation Services. Both NHID and

Denis Goulet
 Commissioner
 February 23, 2016
 Page 2 of 4

DHHS shall contribute funds beginning with SFY 2017 to be included under programs and services in each agency's budget request, with the expectation that each agency will contribute to the annual cost of collecting and processing the data.

A combination of 100% Federal Funds (\$250,000) and 45% Federal Funds, 55% Other Funds (\$37,500) from the NHID are available in the following accounts for State Fiscal Years (SFYs) 2016 and 2017. 40% Federal, 60% General Funds (\$37,500) from the DHHS are available in the following account for State Fiscal Years (SFYs) 2016 and 2017. It is anticipated that funds will be available for the Contract in SFY 2018, 2019 and 2020, depending upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts if needed and justified, between State Fiscal Years, as allocated to NHID Funds and DHHS Funds.

SFY	ACCOUNT CODE - CLASS CODE- OBJ (ACCOUNT) DESC	Activity/Job	AMOUNT
2016	02-24-24-240010-88870000-046-500464 - NHID for DHHS, Consultants	Not Used	\$50,000
2017	02-24-24-240010-25200000-046-500464 NHID for DHHS, Consultants	Not Used	\$37,500
2017	02-24-24-240010-88870000-046-500464 - NHID for DHHS, Consultants	Not Used	\$200,000
2017	05-95-95-954010-5952-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES	95440000	\$37,500
2018	05-95-95-954010-5952-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES	95440000	\$37,500
2018	02-24-24-240010-25200000-046-500464 - NHID for DHHS, Consultants	Not Used	\$37,500
2019	05-95-95-954010-5952-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES	95440000	\$37,500
2019	02-24-24-240010-25200000-046-500464 - NHID for DHHS, Consultants	Not Used	\$37,500
2020	02-24-24-240010-25200000-046-500464 - NHID for DHHS, Consultants	Not Used	\$37,500
2020	05-95-95-954010-5952-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES	95440000	\$37,500
TOTAL			\$550,000

Prior Related Actions

There are no prior related actions

Alternatives and Benefits

The only alternative to contracting for a Vendor Solution and Services is to continue to use DoIT staff to collect and process the data using the existing processes. The Agency believes it is in the State's best interests to contract for a Vendor Solution and Services to achieve Agency Goals, while utilizing available DoIT resources for other Agency priority projects.

The benefits include more timely availability of the data to the Agency and its partners by using a proven Vendor's Solution and Services. Additionally, the Vendor Solution and Services will allow for a collaborative relationship with NH hospitals to maximize performance around the quality, completeness and timeliness of data.

Open Standards

The Request for Proposals included the following as required for the solution: a) ability to access data using open standards access drivers; b) the system software adheres to open standards and is not proprietary; and c) the database platform adheres to open standards. The Request for Proposals also stated that the solution must comply with open standards as specified in RSA 21-R: 10 and 21-R: 13, including, but not limited to open data formats. The NH error correction system complies with open data formats and the data is available to the State in an open data format. Open source solutions were actively and fairly considered along with proprietary solutions when reviewing the RFP responses.

Impact on Other State Agencies and Municipalities

DHHS collects health facility discharge data sets, and makes them available to the NHID, other state government agencies, legislators, local health planners and qualified researchers. The NHID, in particular, relies on these data for purposes of developing a better understanding of health care costs in connection with the NHID annual hearing and annual report on premium rates in the health insurance markets, as specified in RSA 420-G:14-a, V and VI. The health facility discharge data sets are critical for recognizing emerging patterns of health care utilization, quantifying the incidence and burden of disease and injury among New Hampshire residents, and understanding and controlling the large and increasing financial burden from hospitalization for disease and injury.

Supporting Documentation

Contract 2016-024 is attached.

Funding Sources and Amounts:

	* Object Code(s)	FY2016	FY2017	FY2018	FY2019	FY2020	Total
STATE	500464	\$0.00	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
STATE	500731	\$0.00	\$22,500	\$22,500	\$22,500	\$22,500	\$90,000
FEDERAL	500464	\$50,000	\$200,000	\$0.00	\$0.00	\$0.00	\$250,000
FEDERAL	500731	\$0.00	\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
COMBINED	500464 and 500731	\$50,000	\$275,000	\$75,000	\$75,000	\$75,000	\$550,000

Denis Goulet
Commissioner
February 23, 2016
Page 4 of 4

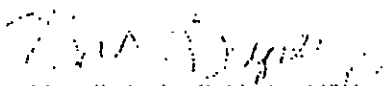
CONTACT PERSON:

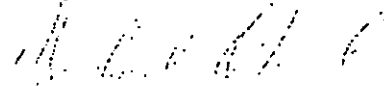
Caroline Trexler
NH Department of Health and Human Services
Contracts and Procurement
129 Pleasant Street
Concord, New Hampshire 03301
(603) 271-9062
Email: caroline.m.trexler@dhhs.state.nh.us

CERTIFICATION

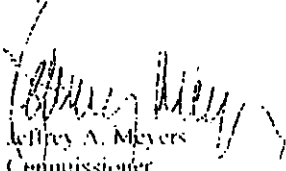
The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,


Marcella Jordan Bobinsky, MPH
Acting Director


Michael W. O'Neil
DHHS IT Lead
Department of Information Technology

Approved by:


Jeffrey A. Meyers
Commissioner

Contract Number: 2016-024

cc: Leslie Mason, IT Manager



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

**Uniform Health Facilities Discharge
Data System (UHFDDS)**

RFP 2016-024

RFP Name

RFP Number

Reviewer Names

Bidder Name

	Bidder Name
1.	<u>Databay Resources</u>
2.	<u>ImageTrend, Inc.</u>
3.	<u>NH Hospital Association</u>
4.	<u>VT Association of Hospitals & Health Systems Network Services Organization</u>
5.	<u>0</u>
6.	<u>0</u>
7.	<u>0</u>
8.	<u>0</u>
9.	<u>0</u>
10.	<u>0</u>

Pass/Fail	Maximum Points	Actual Points
	1000	682.5
	1000	539.5
	1000	932
	1000	805.5
	1000	0
	1000	0
	1000	0
	1000	0
	1000	0

1. Al Couture, Cost, Dept of Insurance Hlth Reform Coordnr
2. P.J. Nadeau, Cost, Ofc of Improvmt / Integrity Adminstr III
3. Gerald Bardsley, Tech, DPHS Business Sys Analyst
4. Matt Ensign, Tech, DoIT II Manager IV
5. Dave LaPlamme, Tech, DPHS/UNH Epidemiologist
6. Tom Lambert, Tech, Administrator II, DPHS
7. Maureen Mustard, Tech, Hlth Care Statistician, Dept of Insurance
8. Patty Thibeault, Tech, Ofc of Hlth Mgmt, DPHS
9. _____

Subject: Uniform Health Facilities Discharge Data System (UHFDDS)

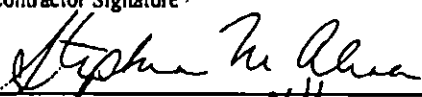
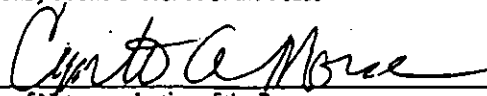
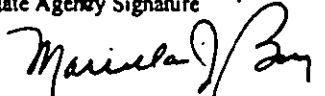
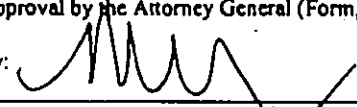
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

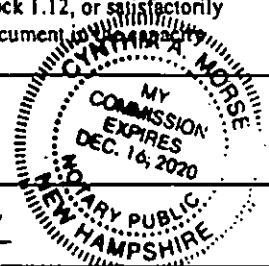
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Hospital Association		1.4 Contractor Address 125 Airport Road, Concord, NH 03301	
1.5 Contractor Phone Number 603-415-4260	1.6 Account Number: 02-24-24-240010-59300000 05-95-95-954010-5952	1.7 Completion Date September 30, 2020	1.8 Price Limitation \$550,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory STEPHEN M. AHNEN PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>March 8, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name and Title of Notary or Justice of the Peace Cynthia A. Morse, Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marcella J. Bobrosky Acting Director DHHF/DHHS	
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) By:  On: <u>Megan A. [Signature] 4/12/16</u>			
1.18 Approval by the Governor and Executive Council 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 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

**New Hampshire Department of Information Technology
Contract Cover Sheet**

TABLE OF CONTENTS

TERMS AND DEFINITIONS	1-3
1. CONTRACT DOCUMENTS	1-18
1.1 CONTRACT DOCUMENTS	1-18
1.2 ORDER OF PRECEDENCE	1-19
2. CONTRACT TERM.....	1-19
3. COMPENSATION	1-20
3.1 CONTRACT PRICE.....	1-20
3.2 NON-EXCLUSIVE CONTRACT	1-20
4. CONTRACT MANAGEMENT	4-20
4.1 THE CONTRACTOR'S CONTRACT MANAGER.....	4-20
4.2 THE CONTRACTOR'S PROJECT MANAGER	4-20
4.3 NEW HAMPSHIRE HOSPITAL ASSOCIATION KEY PROJECT STAFF.....	4-22
4.4 STATE CONTRACT MANAGER	23
4.6 REFERENCE AND BACKGROUND CHECKS	24
5. DELIVERABLES.....	24
6. SOFTWARE	25
7. SERVICES	25
8. WORK PLAN DELIVERABLE	26
9. CHANGE ORDERS	27
10. INTELLECTUAL PROPERTY.....	27
10.1 SOFTWARE TITLE	27
10.2 STATE'S DATA AND PROPERTY	27
10.3 CONTRACTOR'S MATERIALS	28
10.4 STATE WEBSITE COPYRIGHT	28
10.5 CUSTOM SOFTWARE SOURCE CODE	28

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

10.6	SURVIVAL	28
11	USE OF STATE'S INFORMATION, CONFIDENTIALITY	29
11.1	USE OF STATE'S INFORMATION	29
11.2	STATE CONFIDENTIAL INFORMATION	29
11.3	NEW HAMPSHIRE HOSPITAL ASSOCIATION CONFIDENTIAL INFORMATION	30
11.4	SURVIVAL	30
12	LIMITATION OF LIABILITY	30
13	TERMINATION	31
14	CHANGE OF OWNERSHIP	34
15	ASSIGNMENT, DELEGATION AND SUBCONTRACTS	34
16	DISPUTE RESOLUTION	35
17	GENERAL TERMS AND CONDITIONS	36
17.5	INSURANCE CERTIFICATE	37

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by NHHA and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule of Deliverables.
Access Authorization Form	A form completed by the hospital requesting access to the system
Access Control	Supports the management of permissions for logging onto a computer or network
Acute Care Hospital	A health care facility that is licensed by the State of New Hampshire under RSA 151:2 as a general hospital.
Administration Function Audit Report	Users viewing validations by date, time, file, IP address
Administrative Rules	The Department rules related to the submission of discharge data found at this link: http://www.genecourt.state.nh.us/rules/state_agencies/he-c1500.html
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Application Vulnerability Scanning	The use of a specialized software tool to scan software code to identify potential security issues.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	The New Hampshire Hospital Association's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the New Hampshire Hospital Association to perform the services required.
BPHSI	Bureau of Public Health Statistics and Informatics
Bureau of Public Health Statistics and Informatics	A Bureau within the Division of Public Health Services
Business Associates Agreement (BAA)	Under the U.S. Health Insurance Portability and Accountability Act of 1996, a HIPAA business associate agreement (BAA) is a contract between a HIPAA covered entity and a HIPAA business associate (BA). The contract protects personal health information

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	(PHI) in accordance with HIPAA guidelines.
Center Internet Security (CIS), NIST, and NSA	Recommended configuration guides for operating system hardening
Certification	NHHA's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that NHHA has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	The approvals for scope and schedule modifications identified in the implementation plan
Change Management and Training Services	Strategies and plans used for the execution of change management and end user training.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Data	Any information, other than information used to create anonymous or encrypted Data, that plainly discloses the identity of an individual including, but not limited to, those Data elements specified in RSA 91-A:10, 1(c)
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Consolidated Data File	validated, cleaned, and complete inpatient or outpatient discharge records, including derived fields, which describes the minimum elements required by State of NH or to the HCUP State Inpatient Database standard
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and NHHA who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	NHHA and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a New Hampshire Hospital Association must cure the default identified.
Custom Code	Code developed by NHHA specifically for this project for the State of New Hampshire
Custom Software	Software developed by NHHA specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by NHHA during the Contract Term
Data and Process Quality Audits	Information which can be used to process corrections against original datasets if required.
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of the State's unencrypted non-public data.
Data Dictionary	A description of all outputs including file contents, file format, and element description and format
Data Recovery	In the event that recovery back to the last backup is not sufficient to recover State Data, the process the Vendor shall employ to restore the database close to real-time recovery.
Data Request Form	Non-Confidential Data Request Form and Confidential Request: Application for Access to Confidential Vital Records Data for Health Related Research, available on the Health Statistics and Data Management web page
Data Submission and Error Checking Methodology	A tool which provides measures of completeness to the hospital user and State with a mechanism for the hospital to approve completeness of the input for the submission period including but not limited to measures for total records and also frequency distributions and alerts of illogical frequency distributions by

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	encounter type, age, gender, payer, state of residence, etc.
DBA	Database Administrator
Decision Log	A tool to capture and archive decisions that impact the collection and processing of the data files.
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by NHHA to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Department of Health and Human Services	An agency of the State of New Hampshire
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Dimension Tables	Tables that allow for labeling of coded data elements (e.g., Zip Code)
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DPHS	Division of Public Health Services, a part of the NH Department of Health and Human Services
DPHS Hospital Liaison	The individual State employee within DHHS, who is responsible for: managing stakeholders' concerns; collaboration with the State's hospitals; and, point of contact with Massachusetts,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	Vermont, and Maine to exchange out-of-state data.
Edit Detail Report	The hospital chooses the month of data to be included in the Edit Detail Report, and the report displays the encounter detail of all encounter flagged in error, with the key patient identifiers (patient name, admit date, discharge date, medical record number, patient account number) the edit condition that was flagged in error, and all relevant fields for the edit conditions
Edit Summary Report	The hospital chooses the month of data to be included in the Edit Summary Report, and the report displays the number of encounters and percent in error segmented by each edit condition.
EDW	The NH Department of Health and Human Services Enterprise Data Warehouse
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
End User	Those who frequently use the system from hospitals or the State
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Enterprise Data Warehouse	In computing, a Data warehouse (DW or DWH), also known as an Enterprise Data Warehouse (EDW), is a system used for reporting and data analysis. DWs are central repositories of integrated Data from one or more disparate sources.
Error Correction Audit Report	Documentation of users making corrections by date, time, file, record, element, IP address. Information which can be used to process corrections against original datasets if required.
Error Correction Process	The process that users employ to make corrections to their submissions
ETL	In computing, Extract, Transform and Load (ETL) refer to a process in Database usage and especially in Data warehousing that: Extracts Data from homogeneous or heterogeneous Data sources. Transforms the Data for storing it in proper format or structure for querying and analysis purpose.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") a. Failure to perform the Services satisfactorily or on Schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention	This subpart provides policies and procedures for retention of records by contractors to meet the records review requirements of the Government
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of NHHA's cost experience in performing the Contract
FTP	File Transfer Protocol (FTP) is a standard Internet protocol for transmitting files between computers on the Internet over TCP/IP connections.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Generally Accepted Accounting Principles (GAAP)	The standard framework of guidelines for financial accounting used in any given jurisdiction; generally known as accounting standards or standard accounting practice. These include the standards, conventions, and rules that accountants follow in recording and summarizing and in the preparation of financial statements.
Go-Live	All of the Deliverables, including but not limited to, Planning, Implementation, User Acceptance Testing, User Access Preparation, Training, and Security Testing have been completed and Accepted by the State, and the System is deployed into production.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Hardened Operating Systems	A secure system which has reduced its surface of vulnerability, or available ways of attack, with the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, has aggressive intrusion-detection and firewall protection.
HCUP	The Healthcare Cost and Utilization Project (HCUP, pronounced "H-Cup") is a family of health care Databases and related software tools and products from the United States that is developed through a Federal-State-Industry partnership and sponsored by the Agency for Healthcare Research and Quality (AHRQ).
Health Care Facilities	Health care facility is a public or private, proprietary or not-for-profit entity or institution providing health services licensed under NH RSA 151:2 that is an: (1) Acute care hospital; (2) Specialty hospital; (3) Freestanding hospital emergency facility; or (4) Walk-in urgent care center.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

Health Statistics and Data Management	A part of the Bureau of Public Health Statistics and Informatics.
Hospital Discharge Data (HDD)	Sometimes used in place of UHFDDS.
HSDM	The Health Statistics and Data Management Section within the Bureau of Public Health Statistics and Informatics.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Inpatient	Records or data from discharges of patients who are admitted to a health care facility and are coded as "Inpatient" as described in NH He-C 1503.04(a) (5), "type of bill".
Inputs	The Data from hospitals that are collected and processed as part of UHFDDS System.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by New Hampshire Hospital Association as essential to work on the Project.
Licensee	The State of New Hampshire
MoveIT DMZ	File transfer utility
New Hampshire Hospital Association	NHHA whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. (See "Vendor")
NHHA	New Hampshire Hospital Association
NHID	New Hampshire Insurance Department
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to NHHA to begin work on the Contract on a given date and time
Ongoing Operations and Technical Support Services	This is the category for support and maintenance for the UHFDDS collection and processing
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R: 10 and RSA 21-R: 11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R: 10 and RSA 21-R: 13.
Open Web Application Security Project (OWASP) Top Ten	A list of the 10 Most Critical Web Application Security Risks providing a description, example vulnerabilities, example attacks, guidance on how to avoid and references to resources
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Operations	Refers to the phase of the Contract term where NHHA has successfully deployed the technical Solution and is providing the specified Services under the Contract.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Outpatient	Records or data from discharges of patients who are admitted to a health care facility and are coded as "Outpatient" as described in NH He-C 1503.04(a) (5), "type of bill".
Outputs	All Data that is provided by NHHA to the State.
Outreach	Communication to targeted audiences as part of the UHFDDS collection and processing
Penetration Tests	Testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	Department of Commerce National Institute of Standards Technology (NIST)
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
PHI	Protected Health Information - any information in a medical record that can be used to identify an individual, and that was created, used, or disclosed in the course of providing a health care service, such as a diagnosis or treatment
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Management Plan	A document that describes the processes and methodology to be employed by NHHA to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and NHHA's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Planner	The individual State employee within DHHS, who is responsible for; scheduling team meetings; approving meeting minutes/notes; liaison between DHHS and NHID subject matter experts; liaison between DHHS team and DHHS Commissioner's office; keeping the Project on track; and mitigation of Project task and schedule changes.
Project Schedule	The timeline set forth in the work plan
Project Staff	State personnel assigned to work with NHHA on the Project
Project Team	The group of State employees and New Hampshire Hospital Association's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Wrap-up	A meeting to present the delivered product design, the results of the User Acceptance Test, and lessons learned that may provide insights for the State for similar future procurements.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Public Use Data Set	A Data set which contains no confidential Data, and from which all known direct or indirect identifiers about individual patients, health care practitioners and employers or purchaser groups have been removed, and that contains the Data elements specified in He-C 1504.02.
Quality Assurance Test	The process to accept or reject submissions and ensure compliance with reporting specifications. An audit of the data set as a whole on monthly, quarterly, and annual basis that occurs prior to submitting files to the State to identify potentially duplicate, missing, and miscoded records.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the New Hampshire Hospital Association believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the New Hampshire Hospital Association. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the New Hampshire Hospital Association that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Services	The work or labor to be performed by NHHA on the Project as described in the Contract.
SFTP	Secure File Transfer Protocol
Sharepoint	Project management tool used to support the ongoing management of the Project
Software	All custom Software and Software provided by NHHA under the Contract
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by NHHA in response to this RFP.
Specialty Hospital	A health care facility licensed by the State of New Hampshire under RSA 151:2 as a specialty hospital that is engaged in providing psychiatric, substance abuse, physical rehabilitation, long term acute care, or other Services to patients under the supervision of a physician.
Specifications	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
SSL	Secure Socket Layer
SSL VPN	An SSL VPN (Secure Sockets Layer virtual private network) is a form of VPN that can be used with a standard Web browser. In contrast to the traditional Internet Protocol Security (IPsec) VPN, and SSL VPN does not require the installation of specialized client software on the end user's computer.
State	STATE is defined as: State of New Hampshire Department of Public Health Services 29 Hazen Drive

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	<p>Concord, NH 03301</p> <p>and the: State of New Hampshire Insurance Department 21 Fruit Street Concord, NH 0330</p> <p>Reference to the term "State" shall include applicable agencies</p>
State Data	All data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the New Hampshire Hospital Association's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the New Hampshire Hospital Association.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable State and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and NHHA. The Contract Agreement SOW defines the results that NHHA remains responsible and accountable for achieving.
Storage Area Network (SAN)	A Storage Area Network or SAN is a high-speed network of storage devices that also connects those storage devices with servers. It provides block-level storage that can be accessed by the applications running on any networked servers.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, NHHA, which is performing Services under this Contract under a separate Contract with or on behalf of NHHA
Subject Matter Experts (SME)	People that the vendor is expected to work with when researching State policies, procedures and requirements and includes staff from

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	the NHDHHS, NH DPHS, NH DoIT, NHID and external stakeholders
Summary Submission Statistics Report	The Summary Submission Statistics Report contains the number of encounters the hospital has submitted every month, the number of encounters that have passed all the validation checks, and the number of encounters in error based on the validation requirements, segmented by the patient type of inpatient, emergency department, or outpatient.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Documentation	The collection of documents that describes the requirements, capabilities, limitations, design, operation, and maintenance of the data processing system
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Technical Solution and Services	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by NHHA in response to this RFP.
Term	Period of the Contract from the Effective Date through termination.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Training Plan	The guidance, coaching, materials, and tools to reinforce knowledge comprehension, train users on what they need to know and do to perform their jobs effectively, establish an ongoing skills development process, and provide for a blueprint for the State to effectively manage its resources, activities, and timeline throughout the course of the initiative.
Train-the-Trainers	A method of the training plan for training end users
Transition Services	Services and support provided when the services of New Hampshire Hospital Association are no longer required and the Contract will be terminated.
Transmission Mechanism	An efficient way for the hospital submitter. The current DPHS

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

	SFTP submission process represents the minimum standard and is available for use. The vendor shall evaluate ease of use with the hospitals before implementing a new mechanism. A user account can be provided to Vendors allowing the use of the State's Secure File Transfer Protocol (SFTP) server. This can be made available by DoIT to facilitate the secure exchange of data to the Enterprise Data Warehouse.
UAT	User Acceptance Test
UHFDDS	Uniform Health Facilities Discharge Data Set
Uniform Coding	Coding that adheres to the Official UB-04 Data Specifications Manual of the National Uniform Billing Committee (NUBC)
Uniform Health Facilities Discharge Data Set (UHFDDS)	The collection of individual Discharge Data Records from Acute Care and Specialty Hospitals for patients residing in New Hampshire.
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Group	Regularly scheduled meetings of end users
User Management	Supports the administration of computer, application and network accounts within an organization
Validation Results	Edit Summary Report customized to include number and percent of failed records by element and includes pass/fail, number and percent of failed records by type of failure, number and percent of failed records by elements, number and percent of failed records by failure type in a format sufficient and clear enough for Hospitals to easily reconcile their submitted data to the data processed by the Vendor. Remedies for failures are identified, when appropriate
Vendor	NHHA whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract. (See "New Hampshire Hospital Association")
Verification	Supports the confirmation of authority to enter a computer system, application or network
Warranty Period	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

WebEx webinar	Online collaborative services including web seminars, webcasts, and peer-level web meetings
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by NHHA either in paper or electronic format.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department DHHS, Department of Public Health Services, and New Hampshire Hospital Association (NHHA), a Non-Profit Corporation, having its principal place of business at 125 Airport Road, Concord, NH 03301.

The State of New Hampshire, acting through the New Hampshire Department of Health and Human Services (NH DHHS), Division of Public Health Services (DPHS), Bureau of Public Health Statistics and Informatics (BPHSI) in collaboration with New Hampshire Insurance Department, requires a technical solution for the collection, processing, quality assurance, consolidation, secure storage, and access to Hospital Discharge Data by providing a Uniform Health Facilities Discharge Data System (UHFDDS). State of New Hampshire law RSA 126:27 and Administrative Rule He-C 1500 requires that all licensed health care facilities electronically provide their claims Data to DHHS which include medical and billing hospital discharge claims from thirty-two (32) reporting facilities, comprised of twenty-six (26) Acute Care Hospitals and six (6) Specialty Hospitals

RECITALS

Whereas the State desires to have New Hampshire Hospital Association provide a technical solution for the collection, processing, quality assurance, consolidation, secure storage, and access to Hospital Discharge Data by providing a Uniform Health Facilities Discharge Data System (UHFDDS), and associated Services for the State;

Whereas New Hampshire Hospital Association wishes to provide a technical solution for the collection, processing, quality assurance, consolidation, secure storage, and access to Hospital Discharge Data by providing a Uniform Health Facilities Discharge Data System (UHFDDS).

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2016-024) is comprised of the following documents:

- A. Part 1 - Form P-37 General Provision
- B. Part 2 - Information Technology Provisions
- C. Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

Exhibit D- Administrative Services
Exhibit E- Implementation Services
Exhibit F- Testing Services
Exhibit G- Support Services
Exhibit H- Requirements
Exhibit I- Work Plan
Exhibit J- Software Agreement
Exhibit K- Warranty
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- NHHA Proposal, by reference
Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. State of New Hampshire, DHHS Contract Agreement 2016-024, including Parts 1, 2, and 3.
- b. State of New Hampshire, DHHS RFP 2016-024.
- c. Vendor Proposal Response to RFP 2016-024 dated October 30, 2015

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through September 30, 2020. The Term may be extended up to five (5) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement, the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council on applicable fees for each extended term.

New Hampshire Hospital Association shall commence work upon issuance of a Notice to Proceed by the State.

Time is of the essence in the performance of New Hampshire Hospital Association's obligation under the contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. New Hampshire Hospital Association shall not be responsible for any delay, act, or omission of such other vendors, except that New Hampshire Hospital Association shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of New Hampshire Hospital Association.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both New Hampshire Hospital Association and State personnel. New Hampshire Hospital Association shall provide all necessary resources to perform its obligations under the Contract. New Hampshire Hospital Association shall be responsible for managing the Project to its successful completion.

4.1 THE CONTRACTOR'S CONTRACT MANAGER

New Hampshire Hospital Association shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. New Hampshire Hospital Association's Contract Manager is:

Kathleen Bizarro-Thunberg
Executive Vice President
125 Airport Road
Concord, NH 03301
Tel: 603-415-4252
Email: kbizarro@nhha.org

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

New Hampshire Hospital Association shall assign a Project Manager who meets the requirements of the Contract. New Hampshire Hospital Association's selection of the New Hampshire Hospital Association Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed New Hampshire Hospital Association Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of New Hampshire Hospital Association's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

- 4.2.2 New Hampshire Hospital Association Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as New Hampshire Hospital Association's representative for all administrative and management matters. New Hampshire Hospital Association's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit 1, Section 2. New Hampshire Hospital Association's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. New Hampshire Hospital Association's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3 New Hampshire Hospital Association shall not change its assignment of New Hampshire Hospital Association Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of New Hampshire Hospital Association's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than New Hampshire Hospital Association Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. New Hampshire Hospital Association shall assign a replacement New Hampshire Hospital Association Project Manager within ten (10) business days of the departure of the prior New Hampshire Hospital Association Project Manager, and New Hampshire Hospital Association shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim New Hampshire Hospital Association Project Manager.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare New Hampshire Hospital Association in default and pursue its remedies at law and in equity, if New Hampshire Hospital Association fails to assign a New Hampshire Hospital Association Project Manager meeting the requirements and terms of the Contract.

4.2.5 New Hampshire Hospital Association Project Manager is:

Gwen Duperron
Project Manager
125 Airport Road
Concord, NH 03301
Tel: 603-415-4260
Email: gdupperon@nhha.org

4.3 NEW HAMPSHIRE HOSPITAL ASSOCIATION KEY PROJECT STAFF

4.3.1 New Hampshire Hospital Association shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on New Hampshire Hospital Association Key Project Staff. The State reserves the right to require removal or reassignment of New Hampshire Hospital Association's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 New Hampshire Hospital Association shall not change any New Hampshire Hospital Association Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of New Hampshire Hospital Association Key Project Staff will not be unreasonably withheld. The replacement New Hampshire Hospital Association Key Project Staff shall have comparable or greater skills than New Hampshire Hospital Association Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare New Hampshire Hospital Association in default and to pursue its remedies at law and in equity, if New

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

Hampshire Hospital Association fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with New Hampshire Hospital Association's replacement Project staff.

New Hampshire Hospital Association Key Project Staff shall Kathleen Bizarro-Thunbeg, Gwen Duperron, and Subcontractors.

4.4 STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Brook Dupee
Bureau Chief
29 Hazen Drive
Concord, NH 03301
Tel: 603-271-4483
Email: bdupee@dhhs.state.nh.us

Or his successor or designee:

4.5 STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all vendors;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Patricia Thibeault
Program Planner III
29 Hazen Drive
Concord, NH 03301
Tel: 603-271-0584
Email: PThibeault@dhhs.state.nh.us

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

Or her successor or designee.

4.6 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of the New Hampshire Hospital Association Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

New Hampshire Hospital Association shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

New Hampshire Hospital Association may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. New Hampshire Hospital Association must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider New Hampshire Hospital Association to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

New Hampshire Hospital Association shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from New Hampshire Hospital Association that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify New Hampshire Hospital Association in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of New Hampshire Hospital Association's written Certification. If the State rejects the Deliverable, the State shall notify New Hampshire Hospital Association of the nature and class of the Deficiency and New Hampshire Hospital Association shall correct the Deficiency within the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

period identified in the Work Plan. If no period for New Hampshire Hospital Association's correction of the Deliverable is identified, New Hampshire Hospital Association shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify New Hampshire Hospital Association of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. The periods allotted for Deliverable review and Acceptance, and Deficiency correction may be adjusted if mutually agreed upon by the parties in writing. If New Hampshire Hospital Association fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require New Hampshire Hospital Association to continue until the Deficiency is corrected, or immediately terminate the Contract, declare New Hampshire Hospital Association in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE REVIEW AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

6. SOFTWARE

New Hampshire Hospital Association shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*.

7. SERVICES

New Hampshire Hospital Association shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

New Hampshire Hospital Association shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 IMPLEMENTATION SERVICES

New Hampshire Hospital Association shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

7.3 TESTING SERVICES

New Hampshire Hospital Association shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

7.4 TRAINING SERVICES

New Hampshire Hospital Association shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 SUPPORT SERVICES

New Hampshire Hospital Association shall provide the State with support Services set forth in the Contract, and particularly described in Exhibit G: Support Services.

7.6 WARRANTY

New Hampshire Hospital Association shall provide the State with warranties as set forth in Exhibit K: Warranty.

8. WORK PLAN DELIVERABLE

New Hampshire Hospital Association shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. New Hampshire Hospital Association shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve New Hampshire Hospital Association from liability to the State for damages resulting from New Hampshire Hospital Association's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, New Hampshire Hospital Association must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of New Hampshire Hospital Association or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by New Hampshire Hospital Association to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from New Hampshire Hospital Association's failure to fulfill its obligations under the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with NHHA's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of New Hampshire Hospital Association's receipt of a Change Order, New Hampshire Hospital Association shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

New Hampshire Hospital Association may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to New Hampshire Hospital Association's requested Change Order within fourteen (14) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from New Hampshire Hospital Association to the State; and the State acceptance of New Hampshire Hospital Association's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with NHHA.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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. New Hampshire Hospital Association shall not access State user accounts or State data, except (1) in the course of Service operations,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

(2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

Subject to the provisions of this Contract, New Hampshire Hospital Association may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, New Hampshire Hospital Association shall not distribute any products containing or disclose any State Confidential Information. New Hampshire Hospital Association shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by New Hampshire Hospital Association employees or third party consultants engaged by New Hampshire Hospital Association.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site (nh.gov), including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.5 CUSTOM SOFTWARE SOURCE CODE

NHHA shall maintain all title, rights, and interest in any Custom Software developed under this Contract proprietary software code.

10.6 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, New Hampshire Hospital Association may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: *5 Exemptions*). New Hampshire Hospital Association shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for New Hampshire Hospital Association's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

New Hampshire Hospital Association shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to New Hampshire Hospital Association in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. New Hampshire Hospital Association shall immediately notify the State if any request, subpoena or other legal process is served upon New Hampshire Hospital Association regarding the State Confidential Information, and New Hampshire Hospital Association shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, New Hampshire Hospital Association shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

11.3 NEW HAMPSHIRE HOSPITAL ASSOCIATION CONFIDENTIAL INFORMATION

Insofar as New Hampshire Hospital Association seeks to maintain the confidentiality of its confidential or proprietary information, New Hampshire Hospital Association must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that New Hampshire Hospital Association considers the Software and Documentation to be Confidential Information. New Hampshire Hospital Association acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by New Hampshire Hospital Association as confidential, the State shall notify New Hampshire Hospital Association and specify the date the State will be releasing the requested information. At the request of the State, New Hampshire Hospital Association shall cooperate and assist the State with the collection and review of New Hampshire Hospital Association's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be New Hampshire Hospital Association's sole responsibility and at New Hampshire Hospital Association's sole expense. If New Hampshire Hospital Association fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to New Hampshire Hospital Association, without any liability to New Hampshire Hospital Association.

11.4 SURVIVAL

This Contract Agreement Section 1.1, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

12.1 STATE

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

12.2 New Hampshire Hospital Association

Subject to applicable laws and regulations, in no event shall New Hampshire Hospital Association be liable for any consequential, special, indirect, incidental, punitive or

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

exemplary damages and New Hampshire Hospital Association's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to New Hampshire Hospital Association's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of New Hampshire Hospital Association shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

13.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a. Unless otherwise provided in the Contract, the State shall provide New Hampshire Hospital Association written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If New Hampshire Hospital Association fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving New Hampshire Hospital Association notice of termination, at its sole

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

- b. Give New Hampshire Hospital Association a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to New Hampshire Hospital Association during the period from the date of such notice until such time as the State determines that New Hampshire Hospital Association has cured the Event of Default shall never be paid to New Hampshire Hospital Association.
- c. Set off against any other obligations the State may owe to NHHA any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and New Hampshire Hospital Association shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2 NHHA shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to New Hampshire Hospital Association. In the event of a termination for convenience, the State shall pay New Hampshire Hospital Association the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, New Hampshire Hospital Association shall wind down and cease Services as quickly and efficiently as reasonably possible, without

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 TERMINATION FOR CONFLICT OF INTEREST

13.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if New Hampshire Hospital Association did not know, or reasonably did not know, of the conflict of interest.

13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by New Hampshire Hospital Association, the State shall be entitled to pursue the same remedies against New Hampshire Hospital Association as it could pursue in the event of a default of the Contract by New Hampshire Hospital Association.

13.4 TERMINATION PROCEDURE

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require New Hampshire Hospital Association to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, New Hampshire Hospital Association shall:

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services; unless a unique data retrieval arrangement has been established as part of the SLA.
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

- d. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of New Hampshire Hospital Association and in which the State has an interest;
- e. During any period of service suspension, New Hampshire Hospital Association shall not take any action to intentionally erase any State data.
- f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- g. New Hampshire Hospital Association shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
- h. New Hampshire Hospital Association shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods, specifically NIST 800-88 rev1. Certificates of destruction shall be provided to the State.
- i. Provide written Certification to the State that New Hampshire Hospital Association has surrendered to the State all said property.

14 CHANGE OF OWNERSHIP

In the event that New Hampshire Hospital Association should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with New Hampshire Hospital Association, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with New Hampshire Hospital Association, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to New Hampshire Hospital Association, its successors or assigns.

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 New Hampshire Hospital Association shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 New Hampshire Hospital Association shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Sub-Contractor, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

subcontract, or other transfer shall neither relieve New Hampshire Hospital Association of any of its obligations under the Contract nor affect any remedies available to the State against New Hampshire Hospital Association that may arise from any event of default of the provisions of the contract. The State shall consider New Hampshire Hospital Association to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit New Hampshire Hospital Association from assigning the Contract to the successor of all or substantially all of the assets or business of New Hampshire Hospital Association provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that New Hampshire Hospital Association should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with New Hampshire Hospital Association, its successors or assigns for the full remaining term of the Contract; continue under the Contract with New Hampshire Hospital Association, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to New Hampshire Hospital Association, its successors or assigns.

16 DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

Level	New Hampshire Hospital Association	State	Cumulative Allotted Time
Primary	Gwen Duperron Project Manager	Patricia Thibeault State Project Manager (PM)	5 Business Days
First	Kathleen Bizarro-Thunberg Executive Vice President	Brook Dupee Director	10 Business Days

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

Second	Steve Ahnen President, NHHA	Jeffery Meyers DHHS Commissioner	15 Business Days
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The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

17. GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), New Hampshire Hospital Association understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall New Hampshire Hospital Association access or attempt to access any information without having the express authority to do so.
- c. That at no time shall New Hampshire Hospital Association access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times New Hampshire Hospital Association must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by New Hampshire Hospital Association. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

- e. That if New Hampshire Hospital Association is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.2 EMAIL USE

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems." New Hampshire Hospital Association understands and agrees that use of email shall follow State standard policy (available upon request).

17.3 INTERNET/INTRANET USE

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

17.4 REGULATORY GOVERNMENT APPROVALS

New Hampshire Hospital Association shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

17.5 INSURANCE CERTIFICATE

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, and name of the individual responsible for the funding of the contracts and his/her address.

17.6 EXHIBITS

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

17.7 VENUE AND JURISDICTION

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

17.8 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
PART 2 - CONTRACT 2016-024
INFORMATION TECHNOLOGY PROVISIONS**

17.9 FORCE MAJEURE

Neither New Hampshire Hospital Association nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include New Hampshire Hospital Association's inability to hire or provide personnel needed for New Hampshire Hospital Association's performance under the Contract.

17.10 NOTICES

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 following addresses.

NEW HAMPSHIRE HOSPITAL ASSOC.

TO STATE:

KATHLEEN BIZARRO-THUNBERG
125 AIRPORT ROAD
CONCORD, NH 03301
TEL: 603-415-4252
E.MAIL:KBIZARRO@NHHA.ORG

NH DHHS - DPHS
BROOK DUPEE
29 HAZEN DRIVE
CONCORD, NH 03301
TEL: (603) 271-4483

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT A
DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

1.1 Problem Statement

The Department of Health and Human Services wishes to Contract with New Hampshire Hospital Association (NHHA) to provide a Technical Solution and Services for the collection of Health Care Facility Discharge Data as required under State law RSA 126:25. The Unified Healthcare Facility Discharge Data Set (UHFDDS) is one of the most useful Datasets available to public health officials, care providers and statewide leadership. The Data is used for assessing hospital utilization, frequency of specific injuries and incidence of disease. The Dataset is also used by internal & external analysts for trend analysis and various reporting. The Data is collected from each New Hampshire hospital and 3 adjacent states. In any given year the number of NH files received per year, submitted monthly or quarterly, averages 420 and can contain both Inpatient and Outpatient. From these files the average number of discharges per year equal Inpatient: 120,000, Outpatient: 2.2 million, and Specialty: 9,500. Data quality checks are performed on each file to insure the Data is formatted correctly and as complete as possible. Data quality issues are identified and resolved with the hospitals. Revised files and corrections are resubmitted. Once a calendar year's Data from all sources is complete the Uniform Healthcare Facilities Discharge Data Set is made available to all stakeholders. The State shall benefit by receiving improved Data quality using NHHA's experience, and that of its Subcontractors, receiving files from facilities, processing the files, managing the Error Correction Processes, and producing a Dataset containing the required Data. NHHA shall also provide much needed Outreach Services to Health Care Facilities as well as provide expertise that shall provide processing of Data more quickly and efficiently than the current in-house Solution.

1.2 Program Goals

Provide Services as the agent of DHHS for the de-identification of direct identifiers, collection, quality assurance, consolidation, secure storage, and access to Hospital Discharge Data that:

- Are robust, extensible, and forward looking in design;
- Use modern technologies that can migrate to the technologies and Data submission methods of tomorrow;
- Have flexibility to handle future person and provider related linkage and shared Services with other health Data systems;
- Are efficient and effective;
- Provide quality, consistency, and accessibility of information;
- Are protective of patient privacy;
- Comply with state and federal laws; and
- Perform in a collaborative relationship with NH hospitals to maximize the quality, completeness, and timeliness of submissions.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT A
DELIVERABLES**

1.3 Scope of Work

The Department of Health and Human Services has the need to collect Health Care Facility Discharge Data as required under state law RSA 126:25. The state envisions that the final Solution shall involve a secure web presence where hospitals can upload their 837-i formatted Data files. Uploaded files shall be validated for structure, and the Data itself shall be validated against acceptable ranges of values appearing in the appropriate fields. NHHA, in consultation with the Project Manager and the DPHS Hospital Liaison, shall work with the hospitals to correct any errors encountered. NHHA shall then create Data files that meet the requirements established by Administrative Rule He-C 1500, and shall upload these files to a designated location.

1.3.1 The Solution for submission of hospital Data, consisting of the following steps:

- 1) validating file structure, contents, completeness
- 2) providing an Error Correction Solution for the hospitals (either a web-based tool or a manual process)
- 3) consolidating (aggregate) the Data
- 4) creating standardized claim records
- 5) creating discharge records per rule
- 6) submitting the required Data to the State, including extracts, in the required format(s)
- 7) ensuring the state receives the original files submitted by the hospitals
- 8) communicating progress to the State
- 9) supporting hospitals in submission and validation and Error Correction Processes
- 1) protecting the Data in transit and at rest

1.3.2 NHHA shall provide the following:

- 1) On an ongoing basis, interact with hospitals and DPHS Hospital Liaison on the specifics of NH statute RSA 126:25 and Administrative Rule He-C 1500 and the submittal process;
- 2) Ensure consistent de-identification of personal identifiers by the hospitals by supplying de-identification Software or appliance (for such occasions as law and rules require de-identification);
- 3) Collect and process Data from hospitals:
 - o According to specifics of statute and rule, with an on-line tool, securely collect (via secure FTP, SSL, etc.), Quality Assurance Test (Specifications to be developed by Vendor, approved by DHHS, and provided to hospitals), accept or reject, ensure compliance with reporting Specifications, and give feedback on required Data submissions;
 - o Identify the need for, accept, and a process for replacement submissions;
 - o Maintain a system to allow test submissions from hospitals;
 - o Maintain and update annually hospital/Data element specific edit thresholds;
- 4) Track and communicate to DHHS overdue and otherwise non-compliant hospitals;
- 5) Follow up with hospitals on Data issues and respond to questions and comments from hospitals;
- 6) Maintain on-line quality assurance audits for use by DHHS and hospitals;
- 7) Supply Dimension Tables to allow for labeling of coded Data elements (e.g., Zip Code);

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT A
DELIVERABLES**

- 8) Quarterly and as needed, provide Data sets to DHHS in agreed upon format, including replacements of any prior time periods for Data that has changed;
- 9) Maintain the results of all quality assurance edits by each hospital;
- 10) Produce, maintain, and publish complete Documentation of the Data sets including logic used to transform Data and create derived data elements;
- 11) Provide initial training to hospital and State staff on all end-user functions. Make available refresher training and training on any Software updates;
- 12) Provide on-call support to the users (hospital and State) via email/telephone during the State's regular business hours, in addition to, dedicated support to the State's Hospital Liaison;
- 13) Develop Documentation as described in the Contract, including but not limited to planning documents, System Documentation, Data submission and Data collection manuals, and others;
- 14) Provide Implementation Services as required to allow for the provision of Uniform Hospital Facilities Discharge Data Sets;
- 15) Support the State and hospital users during User Acceptance Testing of the new System and collection process; and
- 16) Develop and implement a collaborative plan to ensure that the State's Hospital Liaison is aware and a partner in all Project activities.

1.4 General Project Assumptions

1.4.1 New Hampshire Hospital Association shall provide Project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and New Hampshire Hospital Association Project Managers shall Review these tools and templates and determine which ones shall be used for the Project. Training on these tools and templates shall be conducted at the start of each phase in which they shall be used.

1.4.2 Prior to the commencement of work on Non-Software and Written Deliverables, New Hampshire Hospital Association shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

1.4.3 New Hampshire Hospital Association shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and Services. Security requirements are defined in Appendix C-2 of the Request for Proposal. New Hampshire Hospital Association shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

1.4.4 The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT A
DELIVERABLES**

Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing shall be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Ref #	Deliverable/Milestone/Activity	Deliverable Type	Projected Delivery Date
1	Project kickoff meeting	Non-Software	4/1/2016 EST 5 days after G&C Approval
2	Status meetings	Non-Software	Ongoing
3	Final work plan	Written	4/6/2016 EST 10 days after G&C Approval
4	Current state and future state environmental assessment	Non-Software & Written	4/12/2016
5	Goals and Objectives Document	Written	4/26/2016
6	Presentation of Environment Assessment and Goals and Objectives Document	Non-Software & Written	5/3/2016
7	Detailed Requirements Documentation	Written	5/13/2016
8	Presentation of complete process flow from hospital submission to output to State for the "as built" system	Non-Software & Written	5/28/2016
	Implementation		
9	System development	Software	7/1/2016
10	System configuration	Software	7/1/2016
11	System testing and validation (internal)	Software & Non-Software	7/18/2016
12	Test data and training database	Software & Non-Software	8/12/2016
13	Site URL for hospitals & DHHS branding of web site	Software	8/5/2016
14	System test plan	Written	7/29/2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT A
DELIVERABLES**

Ref #s	Deliverable/Milestone/Activity	Deliverable Type	Projected Delivery Date
15	Provide all Documentation per the Work Plan	Written	8/1/2016
16	System ready for user acceptance testing	Software	8/10/2016
17	Support the State and hospitals during UAT testing	Software & Non-Software	8/1/2016
18	State written acceptance of uploading / downloading, validation features, tracking process functionality	Software & Written	8/26/2016
19	Set up User Access authorization, user IDs, and passwords	Software	8/31/2016
20	• Send e-mail notification of training webinars to hospital users, NHHA, and State	Written	8/3/2016
21	• Conduct three training webinars	Non-Software	9/13/2016
22	• Post recorded webinars available from NHHA's secured-access web portal	Non-Software	9/15/2016
23	Conduct application vulnerability scanning	Software	10/11/2016
24	Provide verification of testing & remediation	Written	10/12/2016
25	System Go-Live	Software	9/30/2016
	Holdback Period Complete 10/1/2016 - 12/31/2016	Non-Software	12/31/2016
26	Warranty Period	Non-Software	Ongoing
	NHHA downloads a sample set of files containing CY 2015 data from State SFTP Server		4/5/2016
27	Quarterly processing for data calendar year 2015		
27a	• NHHA downloads CY 2015 Inpatient data from State sFTP server	Non-Software	6/1/2016
27b	• NHHA loads and processes CY 2015 Inpatient data	Non-Software	10/3/2016
27c	• Automated e-mails sent to hospitals	Non-Software	10/3/2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT A
DELIVERABLES**

Ref #s	Deliverable/Milestone/Activity	Deliverable Type	Projected Delivery Date
27d	<ul style="list-style-type: none"> Hospitals correct errors on the CY 2015 Inpatient data 	Non-Software	11/22/2016
27e	<ul style="list-style-type: none"> Data quality assurance review and notifies hospitals of outliers 	Non-Software	10/10/2016
27f	<ul style="list-style-type: none"> Hospitals provide written documentation of outliers 	Non-Software	11/23/2016
27g	<ul style="list-style-type: none"> Hospitals deem CY 2015 Inpatient data is complete 	Non-Software	11/23/2016
27h	<ul style="list-style-type: none"> Notify State that CY 2015 Inpatient data is complete and ready for State review and sign-off 	Non-Software	11/23/2016
27i	<ul style="list-style-type: none"> State reviews validation results and written documentation provided by hospitals. State downloads reports containing validation results and written documentation. 	Non-Software	11/29/2016
27j	<ul style="list-style-type: none"> State signs off that CY Inpatient data is complete 	Non-Software	11/29/2016
27k	<ul style="list-style-type: none"> CY 2015 Inpatient Data output deliverables are generated and made available to State 	Non-Software	11/30/2016
27l	<ul style="list-style-type: none"> State downloads CY 2015 Inpatient data output deliverables from NHHA secured-access web portal 	Non-Software	11/30/2016
28	Help Desk for user support calls	Non-Software	Ongoing
29	Dedicated support for State Administrator	Non-Software	Ongoing
30	Audit results per requirements available to hospitals and State	Written & Non-Software	Ongoing
	2015 quarterly data processing Outpatient & Specialty Data		
	NHHA downloads sample files containing CY 2015 data from State SFTP Server	Non-Software	4/5/2016
31	Quarterly processing for Outpatient and		

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT A
DELIVERABLES**

Ref #s	Deliverable/Milestone/Activity	Deliverable Type	Projected Delivery Date
	Specialty data calendar year 2015		
31a	• NHHA downloads CY 2015 Outpatient and Specialty data from State sFTP server	Non-Software	6/1/2016
31b	• NHHA loads and processes CY 2015 Outpatient and Specialty data	Non-Software	10/3/2016
31c	• Automated e-mails sent to hospitals	Non-Software	10/3/2016
31d	• Hospitals correct errors on the CY 2015 Outpatient and Specialty data	Non-Software	11/22//2016
31e	• Data quality assurance review and notifies hospitals of outliers	Non-Software	10/10/2016
31f	• Hospitals provide written documentation of outliers	Non-Software	11/23/2016
31g	• Hospitals deem CY 2015 Outpatient and Specialty data is complete	Non-Software	11/23/2016
31h	• Notify State that CY 2015 Outpatient and Specialty data is complete and ready for State review and sign-off	Non-Software	11/23/2016
31i	• State reviews validation results and written documentation provided by hospitals. State downloads reports containing validation results and written documentation.	Non-Software	11/29/2016
31j	• State signs off that CY Outpatient and Specialty data is complete	Non-Software	11/29/2016
31k	• CY 2015 Outpatient and Specialty Data output deliverables are generated and made available to State	Non-Software	11/30/2016
31l	• State downloads CY 2015 Outpatient and Specialty data output deliverables from NHHA	Non-Software	11/30/2016

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT A
DELIVERABLES**

Ref #s	Deliverable/Milestone/Activity	Deliverable Type	Projected Delivery Date
	secured-access web portal		
32	Help Desk for user support calls	Non-Software	Ongoing
33	Dedicated support for State Administrator	Non-Software	Ongoing
34	Audit results per requirements available to hospitals and State	Written & Non-Software	Ongoing
Quarterly Processing of 2016 Data			
35	Quarterly/monthly processing of data (starting with calendar year 2016)		
35a	• Hospitals submit CY 2016 data per schedule.	Software & Non-Software	10/3/2016
35b	• Hospitals correct errors on the data		Ongoing
35c	• Data quality assurance review and notifies hospitals of outliers	Software & Non-Software	Ongoing
35d	• Hospitals provide written documentation of outliers	Software, Non-Software & Written	Ongoing
35e	• Hospitals deem data is complete for each month	Software & Non-Software	Ongoing
Quarterly Processing of 2017 Data			
36a	• Updates to accommodate UB-04 data specification changes and version changes of 837i format	Software & Non-Software	Ongoing
36b	• Hospitals submit data per schedule.	Software & Non-Software	Ongoing
36c	• Hospitals correct errors on the data	Software & Non-Software	Ongoing
36d	• Data quality assurance review and notifies hospitals of outliers	Software & Non-Software	Ongoing
36e	• Hospitals provide written documentation of outliers	Software, Non-Software & Written	Ongoing
36f	• Hospitals deem quarterly data is complete	Software & Non-Software	Ongoing
36g	• Notify State that quarterly data is complete	Software &	Ongoing

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISCHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT A
DELIVERABLES**

Ref #s	Deliverable/Milestone/Activity	Deliverable Type	Projected Delivery Date
	and ready for State review and sign-off	Non-Software	
36h	<ul style="list-style-type: none"> State reviews validation results and written documentation provided by hospitals. State downloads reports containing validation results and written documentation. 	Software & Non-Software	Ongoing
36i	<ul style="list-style-type: none"> State signs off that quarterly data is complete 	Software & Non-Software	Ongoing
36j	<ul style="list-style-type: none"> Quarterly and annual data output deliverables are generated and made available to State 	Software & Non-Software	Ongoing
36k	<ul style="list-style-type: none"> State downloads quarterly and annual data output deliverables from NHHA secured-access web portal 	Software, Non-Software & Written	Ongoing
37	Help Desk for user support calls	Software & Non-Software	Ongoing
38	Dedicated support for State Administrator	Software, Non-Software & Written	Ongoing
39	Audit results per requirements available to hospitals and State	Software, Non-Software & Written	Ongoing

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract with a not to exceed component the period between the Effective Date through the Completion Date on the P-37, General Provisions, Block 1.7. New Hampshire Hospital Association shall be responsible for performing its obligations in accordance with the Contract. This Contract shall allow New Hampshire Hospital Association to invoice the State for the following activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

#	Payment Schedule	Projected Delivery Date	Price	Payment Amount
Implementation Phase Milestones – Year 1				
1	Final Work Plan accepted by the State	4/5/2016 EST 10 days after G&C Approval	\$50,000	\$50,000
2	UAT Complete and Accepted by the State	8/26/2016	\$50,000	\$50,000
3	All end –user training complete and recorded webinars available from NHHA’s secured-access web portal	9/15/2016	\$50,000	\$50,000
4	Go-Live – System Deployed for production	9/30/2016	\$40,000	\$40,000
Implementation Phase Milestones – Year 2				
5	Hold Back Period Complete - System Accepted by the State	12/31/2016	\$10,000	\$10,000
Operational Phase Milestones				
Outpatient & Specialty			\$25,000	\$25,000
6	CY 2015 Inpatient Data output Deliverables are generated and made available to State - Year 1	11/30/2016	\$25,000	\$25,000
7	CY 2015 Outpatient & Specialty Data output Deliverables are generated and made available to State – Year2	11/30/2016	\$25,000	\$25,000
Processing of CY 2015 Data Subtotal			\$50,000	\$50,000
Operational Phase Milestones				
8	Year 2 – Ongoing Operations and Reporting	Ending 9/30/2017	\$75,000	\$75,000
9	Year 3 – Ongoing Operations and Reporting	Ending 9/30/2018	\$75,000	\$75,000
10	Year 4 – Ongoing Operations and Reporting	Ending	\$75,000	\$75,000

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

		9/30/2019		
11	Year 5 – Ongoing Operations and Reporting	Ending 9/30/2020	\$75,000	\$75,000

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in the P-37 General Provisions Block 1.8 ("Price Limitation"). The payment by the State of the total Contract Price shall be the only, and the complete reimbursement to New Hampshire Hospital Association for all fees and expenses, of whatever nature, incurred by New Hampshire Hospital Association in the performance hereof.

The State shall not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

New Hampshire Hospital Association shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. New Hampshire Hospital Association shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State shall pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices shall not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Chief, Bureau of Public Health Statistics and Informatics (BPHSI)
Department of Public Health Services
29 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Kathleen Bizarro-Thunberg
New Hampshire Hospital Association

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

125 Airport Road
Concord, NH 03301

5. OVERPAYMENTS TO New Hampshire Hospital Association

New Hampshire Hospital Association shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against New Hampshire Hospital Association's invoices with appropriate information attached.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT C
SPECIAL PROVISIONS**

There are no Special Provisions.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES**

1. TRAVEL EXPENSES

The New Hampshire Hospital Association must assume all reasonable travel and related expenses. All labor rates shall be Fully Loaded, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

The State shall not pay for any shipping or delivery fees unless specifically itemized in the Contract.

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State shall provide the New Hampshire Hospital Association with access to all program files, libraries, personal computer-based systems, Software packages, network systems, security systems, and hardware as required to complete the Contracted Services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the New Hampshire Hospital Association to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The New Hampshire Hospital Association shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, the New Hampshire Hospital Association shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

New Hampshire Hospital Association shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

New Hampshire Hospital Association and its Subcontractors shall maintain books, records, documents; and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. New Hampshire Hospital Association and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1)

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES**

year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. New Hampshire Hospital Association shall include the record retention and Review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to New Hampshire Hospital Association's cost structure and profit factors shall be excluded from the State's Review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

New Hampshire Hospital Association shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and New Hampshire Hospital Association shall maintain records pertaining to the Services and all other costs and expenditures.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

1. PROJECT MANAGEMENT

The State believes that effective communication and reporting are essential to Project success.

New Hampshire Hospital Association Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Introductory Meeting:** Participants shall include New Hampshire Hospital Association Key Project Staff and State Project Leaders from the New Hampshire Insurance Department, the Department of Health and Human Services, and the Department of Information Technology. This meeting shall enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants shall include the State and New Hampshire Hospital Association Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that shall follow.
- c. **Status Meeting:** Participants shall include, at the minimum, the New Hampshire Hospital Association Project Manager and the State Project Manager. These Meeting shall be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on Schedule and within budget. A status and error report from New Hampshire Hospital Association shall serve as the basis for discussion.
- d. **The Work Plan:** must be reviewed at each Status meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. **Special Meeting:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants shall include Project leaders from New Hampshire Hospital Association and the State. Discussion shall focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects New Hampshire Hospital Association to prepare agendas and background for and minutes of meeting. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, shall also be New Hampshire Hospital Association's responsibility.

The New Hampshire Hospital Association Project Manager or New Hampshire Hospital Association Key Project Staff shall submit monthly status reports in accordance with the Schedule and Terms of this Contract. All status reports shall be prepared in formats approved by the State. The New Hampshire Hospital Association's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. New Hampshire Hospital Association shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, New Hampshire Hospital Association shall provide the State with information or reports regarding the Project. New Hampshire Hospital Association shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

New Hampshire Hospital Association shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;

New Hampshire Hospital Association and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The New Hampshire Hospital Association team shall provide training templates as defined in the Training Plan, which shall be customized to address the State's specific requirements.

Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.

New Hampshire Hospital Association shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans shall be established for: the preliminary Training Plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing shall be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes shall be documented, training established, and the application shall be ready for Implementation in accordance with the Work Plan.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

The System Implementation and user readiness checklist and timeline are described more fully in Exhibit I Work Plan Table 4 High Level Preliminary NH Work Plan.

2.3 Change Management and Training

New Hampshire Hospital Association's Change Management and Training Services shall be focused on developing Change Management and Training strategies and plans. Its approach relies on State resources for the execution of the Change Management and End User training.

2.4 Methodology

NHHA shall utilize the Capability Maturity Model Integration (CMMI) implementation methodology to implement this Project. Key process areas as identified in CMMI (see below) will be applied for project planning, project management and control, validation, verification, and overall quality assurance. CMMI provides the framework for tracking requirements, task planning and completion, system testing, and issue and change management. Since CMMI is a process improvement approach, CMMI shall be used to guide process improvement throughout the life cycle of this project.

Table 2.4 Representative Processes of CMMI

1. Initial

Competent People and Heroics

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT F
TESTING SERVICES**

New Hampshire Hospital Association shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

New Hampshire Hospital Association shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. New Hampshire Hospital Association shall also provide training as necessary to the State staff responsible for test activities. New Hampshire Hospital Association shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials shall be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., Software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, New Hampshire Hospital Association shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. New Hampshire Hospital Association shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

New Hampshire Hospital Association shall provide the State with an overall Test Plan that shall guide all testing. The New Hampshire Hospital Association provided, State approved, Test Plan shall include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, Unit Tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing shall commence upon New Hampshire Hospital Association's Project Manager's Certification, in writing, that New Hampshire Hospital Association's own staff has successfully executed all prerequisite New Hampshire Hospital Association testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State shall be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test Data, and expected results.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT F
TESTING SERVICES**

The State shall commence its testing within five (5) business days of receiving Certification from New Hampshire Hospital Association that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing shall be conducted by the State in an environment independent from New Hampshire Hospital Association's development environment. New Hampshire Hospital Association must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

New Hampshire Hospital Association must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

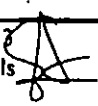
The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT shall also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State shall issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<p>New Hampshire Hospital Association Test Responsibilities</p>	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • The Test Plan for internal system testing and validation shall be used as the basis for the system Test Plan and UAT procedure and Acceptance criteria to be provided to the State. • The Test Plan shall itemize all functions, validation checks, features, reports, and capabilities as separate items to be tested. The Test Plan shall include a column indicating if the item successfully passed or failed the test. Instructions for completing the Test Plan shall be provided. This includes having the user save a screen of the issue if the test for a particular item failed. • A webinar demonstration which shall include a complete end-to-end process



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT F
TESTING SERVICES**

State Responsibilities	<p>and system walk-through shall be conducted for the State. This shall include a demonstration of the Data submission process, all functionality and features of the NH Solution, and reporting capabilities. A system walk-through of the secure web-based collaboration application shall be provided as well to demonstrate the functionality and capabilities of that system for purposes of help desk support, issue tracking, and problem resolution Documentation.</p> <ul style="list-style-type: none"> • NHHA shall provide all user Documentation for State Review prior to the webinar demonstration. Doing so shall provide additional detail and context before the webinar demonstration. • NHHA shall provide an access authorization form to the State for user accounts that shall be used during the User Acceptance Testing phase of this Project. There is no limit to the number of user accounts that the State can have for User Acceptance Testing. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • The NHHA Project Manager shall coordinate with NHHA to address any issues that may have been raised. Issues shall be addressed as they are received, and the NHHA Project Manager shall inform the State when all items that previously failed can be retested. • Work jointly with the State in determining the required actions for problem resolution. • User Acceptance Testing is completed when the State users have tested all items and they have all successfully passed.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of Data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with New Hampshire Hospital Association in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems. • The State shall have 18 days to perform all tests on the Test Plan. The State shall provide the test results from the Test Plan to the NHHA Project Manager on a daily basis.
Work Product Description	<p>The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.</p>

1.3 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT F
TESTING SERVICES**

All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and Software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include Penetration Tests and Application Vulnerability Scanning.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of Data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components.

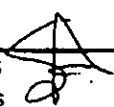
Prior to the System being moved into production New Hampshire Hospital Association shall provide attestation of all security testing to the Department of Information Technology for Review and Acceptance per requirements T 1.12, T 1.13 and T 1.14. All Software and hardware shall be free of malicious code (malware).

1.4 Penetration Testing

New Hampshire Hospital Association shall provide Certification that their Software and System environment has undergone Penetration Testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT F
TESTING SERVICES**

Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed periodically but not less than every three years by a qualified third-party Vendor.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITY DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT G
SUPPORT SERVICES**

New Hampshire Hospital Association shall provide business and technical support to the State and hospitals during the Terms of the Contract.

1. Support for Hospitals

The New Hampshire Hospital Association shall provide the following support for hospitals:

- A. A dedicated help desk phone number and e-mail shall be used for this Project. Questions and issues that require follow-up shall be logged on the Secure web-based collaboration application. The Secure web-based collaboration application shall be used for tracking help desk tickets and documenting resolution. The Secure web-based collaboration application shall generate automated e-mails to NHHA staff that have been designated to address the question or issue. The NHHA Project Manager and the State can also be included in the e-mail process for visibility purposes. The help desk phone number and e-mail shall be staffed and monitored Monday through Friday, 8:00 a.m. to 4:30 p.m. eastern time, excluding State of New Hampshire holidays.
- B. During off-hours, users can leave a voicemail on the help desk number or e-mail the help desk and all voicemails and e-mails shall be reviewed the next business day.
- C. Where applicable, help desk tickets shall be designated a specific Deficiency class using the definitions provided in the Terms and Definitions Section of the Contract. Since all questions that require follow-up shall be logged in the Secure web-based collaboration application, including receipt of s for user account creation, not all help desk tickets shall require a deficiency class to be designated.
- D. Response time and problem resolution shall be addressed within the timeframes described below:
 - o Class A Deficiency - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;
 - o Class B and C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action.
- E. Reports shall be available on the Secure web-based collaboration application for the NHHA Project Manager and the State to access. The purpose of these reports shall be to provide performance metrics related response and problem resolution. Additionally, the reports shall provide insights on common themes of questions that hospital users may be having for future training, education, communication, and Documentation purposes.
- F. For user account management, all requests for user accounts shall be logged in this Secure web-based collaboration application, in accordance with the Data Submission and Error Checking Methodology.
- G. The NHHA Project Manager shall coordinate with the Vice President, Data Services, and NHHA President if an issue requires escalation.
- H. From a technical perspective, the SharePoint web-based collaboration application is supported by a Microsoft-based database. All data entered in the SharePoint web-based collaboration application is managed by Microsoft-based database and the data is stored on the encrypted SAN. Therefore, if certain hospital issues require follow-up on a specific encounter, then it may require PHI to be included in the Help Desk ticket. This is not a problem as the PHI is stored on the encrypted SAN. Additionally, no content of the Help Desk ticket is included in any e-mails generated by the SharePoint web-based collaboration application. Access to the SharePoint web-based collaboration

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITY DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT G
SUPPORT SERVICES**

application is managed through NHHA's Secured access web portal. If problem resolution that includes PHI requires e-mail communication from NHHA to the hospital, then an encrypted e-mail shall be generated by NHHA to send to the hospital.

2. Support for State Staff

The New Hampshire Hospital Association shall provide the following support:

- A. The NHHA Project Manager shall be dedicated to supporting key State staff for all non-technical matters. The NHHA Project Manager shall communicate with key State staff on a continual basis both through regularly Scheduled status meeting as well as on an as needed basis. Should key State staff experience technical matters, the NHHA Project Manager shall ensure these matters are addressed in a timely manner by conferring with NHHA technical staff. It shall be the responsibility of the NHHA Project Manager to inform key State staff regarding any reported technical matters.
- B. During off-hours, key State staff can leave a voicemail or e-mail the NHHA Project Manager and all voicemails and e-mails shall be reviewed the next business day.
- C. Response time and problem resolution shall be addressed within the timeframes described in the Contract.
- D. The NHHA Project Manager shall coordinate with the Vice President, Data Services, and NHHA if an issue requires escalation.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT H
REQUIREMENTS**

Project requirements are set forth in Exhibit O, Attachment 1, and are incorporated herein.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

New Hampshire Hospital Association's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with New Hampshire Hospital Association's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of New Hampshire Hospital Association and State Project Managers. The preliminary Work Plan for Implementation created by New Hampshire Hospital Association and the State is set forth at the end of this Exhibit I.

In conjunction with New Hampshire Hospital Association's Project Management methodology, which shall be used to manage the Project's life cycle, the New Hampshire Hospital Association team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and New Hampshire Hospital Association team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with New Hampshire Hospital Association's Work Plan and shall utilize SHAREPOINTS to support the ongoing management of the Project.

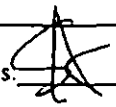
1. ASSUMPTIONS

1.1 General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions shall be resolved within five (5) business days. Issues not resolved within this initial period shall be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified change Control process.
- New Hampshire Hospital Association shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

1.2 Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within a SharePoint system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. New Hampshire Hospital Association's Project Manager shall establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for New Hampshire Hospital Association and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

- New Hampshire Hospital Association assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

1.3 Project Schedule

The Project Schedule is set forth in the Work Plan.

1.4 Reporting

- New Hampshire Hospital Association shall conduct weekly status meeting, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

1.5 User Training

- The New Hampshire Hospital Association Team shall lead the development of the end-user Training Plan.
- A train-the-trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

1.6 Security Testing

- The State shall work with New Hampshire Hospital Association on all testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

2.1 New Hampshire Hospital Association Team Roles and Responsibilities

2.1.1 New Hampshire Hospital Association Team Project Manager

The New Hampshire Hospital Association Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the New Hampshire Hospital Association Implementation Team. The New Hampshire Hospital Association Team Project Manager shall have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign New Hampshire Hospital Association Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all New Hampshire Hospital Association Team members;
- Provide weekly and monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to New Hampshire Hospital Association operational staff;
- Manage Transition Services as needed.

2.1.2 New Hampshire Hospital Association Team Analyst

The New Hampshire Hospital Association Team shall conduct analysis of requirements, validate the New Hampshire Hospital Association Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meeting to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

2.1.3 New Hampshire Hospital Association Dedicated Support Personnel

The New Hampshire Hospital Association dedicated support personnel shall perform the following functions:

- Kathleen Bizarro-Thunberg - Contract Manager, responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation obtaining executive approvals, tracking prices and payments, and representing the parties in all Contract administrative activities.
- Gwen Duperron – Project Manager, Shall function as the NHHA representative with regard to Review of Acceptance of Contract Deliverables, invoice sign off, primary contact for State and Subcontractor staff. Will coordinate implementation and training meetings and conduct status report meetings.

The Project Manager shall be dedicated to supporting key State staff for all non-technical matters. The NHHA Project Manager will communicate with key State staff on a continual basis both through regularly scheduled status meetings as well as on an as needed basis. Should key State staff experience technical matters, the NHHA Project Manager shall ensure these matters are addressed in a timely manner by conferring with NHHA technical staff. It will be the responsibility of the NHHA Project Manager to inform key State staff regarding any reported technical matters.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

During off-hours, key State staff can leave a voicemail or e-mail the NHA Project Manager and all voicemails and e-mails will be reviewed the next business day. Response time and problem resolution will be addressed within the timeframes described in the RFP. The Project Manager will coordinate with the Vice President, Data Services, and NHA if an issue requires escalation.

2.2 State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members shall vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time shall vary based on the need determined by the State Leads and the phase of the Implementation.

2.2.1 State Project Manager

The State Project Manager shall work side-by-side with the New Hampshire Hospital Association Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the New Hampshire Hospital Association team;
- Assist the New Hampshire Hospital Association Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the New Hampshire Hospital Association Project Manager of any urgent issues if and when they arise; and
- Assist the New Hampshire Hospital Association team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

2.2.2 State Project Team

State high-level staffing for the Project shall include:

Project Sponsor

The Project Sponsor shall be responsible for:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

- Securing financing and resources,
- Addressing issues brought to his attention by the State Project Manager
- Assisting the State Project Manager in promoting the Project throughout the State.
- The Project Sponsor or an appropriate designee shall be available to resolve issues on a timely basis.

State Project Manager

The State Project Manager shall be responsible for:

- Leading the Project;
- Developing Project strategy and approach;
- Engaging and managing all Vendors;
- Managing significant issues and risks;

DPHS Hospital Liaison

The DPHS Hospital Liaison shall be responsible for:

- Managing stakeholders' concerns;
- Collaboration with the State's hospitals; and
- Point of contact with Massachusetts, Vermont, and Maine to exchange out-of-State Data.

State Project Planner

The State Project Planner shall be responsible for:

- Scheduling team meeting;
- Approving meeting minutes/notes;
- Liaison between DHHS and DOI Subject Matter Experts;
- Liaison between DHHS team and DHHS Commissioner's Office;
- Keeping the Project on track; and
- Mitigation of Project task and Schedule changes.

2.2.3 Subject Matter Experts

It is expected NHHA shall work with the following Subject Matter Experts (SME) when researching State policies, procedures and requirements.

NH Department of Health and Human Services

- Chief Information Officer
- Chief Security Officer

NH Division of Public Health Services

- DPHS Data Analysts

NH Department of Information Technology

- IT Security Group Management (or delegate)
- Agency Software Division Management (or delegate)
- Operations Division Management (or delegate)
- Technical Support Services Division Management (or delegate)
- Web Support Division Management (or delegate)

NH Insurance Department (NHID) Representatives

- Director of Health Analytics

External Stakeholders

- Hospital Representatives

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

3. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract.

Table 3: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description
SFTP	MoveIT DMZ	NHHA/State	Enterprise Data Warehouse (EDW), Data files
EDW	Oracle Procedures	NHHA/State	EDW Data files

3.1 Interface Responsibilities

- The New Hampshire Hospital Association Team shall lead the Review of functional and technical interface Specifications for the Enterprise Data Warehouse (EDW).
- The New Hampshire Hospital Association Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces and the Extract, Transform and Load (ETL) code for creating files conforming to the EDW schema.
- The New Hampshire Hospital Association Team shall document the functional and work with the State to validate technical Specifications for EDW Data files specific to this Project.
- The New Hampshire Hospital Association Team shall create the initial Test Plan and related scripts to Test the interface. The State shall validate and accept.
- The New Hampshire Hospital Association Team shall develop and Test the SFTP interface.
- The State and the New Hampshire Hospital Association Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State will be responsible for the development and implementation of the interfaces and the Extract Transform and Load (ETL) code for loading the files into the EDW schema.
- The State shall develop and test all EDW changes needed to accommodate the interface.
- The NHHA is responsible for all Data extracts and related formatting needed for EDW to support the interfaces.
- The State and NHHA shall mutually agree upon the Schedule for file transfers using the interface in production.

4. PRELIMINARY WORK PLAN

The following Table 4 provides the preliminary agreed upon Work Plan for the Contract.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT 1
WORK PLAN**

Table 4: High Level Preliminary NH Work Plan

	Task	Entity Responsible	Duration	Start Date	Completion Date	Dependencies
1	Contract approved and fully executed	State/NHHA/NHHA			3/23/16	
2	Hardware and Software - Order hardware and Software - Receive and install hardware and Software	NHHA			3/29/16 4/19/16	
3	Project kickoff meeting - Schedule Project kickoff meeting - Conduct Project kickoff meeting - Distribute Project kickoff meeting notes	NHHA NHHA NHHA			3/29/16 4/1/16 4/6/16	
4	Status meeting - Schedule weekly status meeting - Conduct weekly status meeting	NHHA NHHA			3/29/16 Ongoing	
5	Final Work Plan - Provide updated Work Plan to NHHA for Review - Provide final Work Plan to State	NHHA NHHA			4/5/16 4/6/16	
6	Current state and future state environmental assessment - Schedule meeting with State to gather information on current state and future state needs - Conduct environmental assessment	NHHA NHHA			3/29/16 4/12/16	
7	Goals and Objectives Document - Provide goals and objectives document to State	NHHA			4/26/16	
8	Presentation of Environment Assessment and Goals and Objectives Document - Schedule meeting for presentation - Present results of environmental assessment and goals and objectives document to State	NHHA NHHA			3/29/16 5/3/16	
9	Detailed Requirements Documentation - Provide detailed requirements and associated Documentation to NHHA for Review - Provide detailed requirements and associated Documentation to State	NHHA NHHA			5/11/16 5/13/16	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

	Task	Entity Responsible	Duration	Start Date	Completion Date	Dependencies
10	<p>Presentation of complete process flow from hospital submission to output to State for the "as built" system</p> <ul style="list-style-type: none"> - Schedule meeting for presentation - Present complete process flow from hospital submission to output to State for the "as built" system 	NHHA NHHA			3/29/16 5/28/16	
11	<p>System development</p> <ul style="list-style-type: none"> - Custom programming per Appendix A 	NHHA			7/1/16	
12	<p>System configuration</p> <ul style="list-style-type: none"> - Setup NHHA NH SFTP server - Secure web-based collaboration application setup and configuration (Project tracking, Issues tracking, change Orders tracking) - Update configuration of integration engine to process 837i files - Setup user security environment - Setup secure access web portal configuration for web bookmarks - Setup NH Error correction system 	NHHA NHHA NHHA NHHA NHHA NHHA			5/5/16 5/2/16 5/5/16 7/1/16 7/1/16 7/1/16	
13	<p>System testing and validation</p> <ul style="list-style-type: none"> - Internal system testing and validation 	NHHA			7/18/16	
14	<p>Test Data and training database</p> <ul style="list-style-type: none"> - Create test Data for hospitals in 837i format - Test and validate test Data - Create training database (fictitious Data) - Test and validate training database - Hospitals download test Data from NHHA's secured-access web portal - Training environment ready 	NHHA NHHA NHHA NHHA Hospitals NHHA			6/3/16 6/9/16 7/22/16 7/26/16 7/25/16 8/12/16	
15	<p>Site URL for hospitals</p> <ul style="list-style-type: none"> - Determine site URL for hospitals - Add link to site URL on NHHA website - Include current DHHS/DPHS brand on the site used by hospital (e.g. logos, look and feel of system) 	NHHA NHHA NHHA			7/1/16 9/30/16 8/5/16	
16	<p>System Test Plan</p> <ul style="list-style-type: none"> - Provide system Test Plan to NHHA for Review that outlines the 	NHHA			7/28/16	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

	Task	Entity Responsible	Duration	Start Date	Completion Date	Dependencies
	functional integration and UAT procedure and Acceptance criteria - Provide system Test Plan to State	NHHA			7/29/16	
17	Documentation - Complete internal technical and System Documentation - Update backup schedule and Documentation - Update hardware and Software inventory and Documentation - Update internal plans (disaster recovery, business continuity, etc.) - Develop user Documentation - Provide user Documentation to NHHA - Provide user Documentation to State - Review and approve user Documentation - Post user Documentation on NH Error correction system	NHHA NHHA NHHA NHHA NHHA NHHA NHHA State NHHA			7/15/16 7/15/16 7/15/16 7/15/16 7/19/16 7/20/16 8/1/16 8/8/16 8/9/16	
18	System ready for User Acceptance Testing - Configure system for receipt of files/correction process, communications, creation and delivery of Outputs to State	NHHA			8/3/16	
19	UAT testing - State written Acceptance of uploading / downloading, validation features, tracking process functionality	State			8/26/16	
20	User Access Setup - User log-in credentials sent to hospitals - Completed s returned to NHHA - Create user IDs and passwords for SFTP users - Create user IDs and passwords - Send user IDs and passwords for SFTP users - Send user IDs and passwords to users (hospitals, NHHA, State)	NHHA Hospitals NHHA NHHA NHHA NHHA			6/3/16 6/17/16 7/1/16 8/30/16 7/5/16 8/31/16	
21	Training - Send e-mail notification of training webinars to hospital users, NHHA, and State - Conduct three training webinars	NHHA NHHA			8/3/16 9/13/16	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

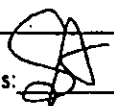
	Task	Entity Responsible	Duration	Start Date	Completion Date	Dependencies
	- Post recorded webinars available from NHHA's secured-access web portal	NHHA			9/15/16	
22	System Go-Live					
	- NHHA e-mails NHHA that system has been rolled out	NHHA			9/30/16	
	- NHHA e-mails State and hospitals that system has been rolled out	NHHA			9/30/16	
23	Quarterly processing for Inpatient Data calendar year 2015					
	- NHHA downloads CY 2015 Inpatient Data from State SFTP server	NHHA			6/1/16	
	- NHHA loads and processes CY 2015 Inpatient Data	NHHA			10/3/16	
	- Automated e-mails sent to hospitals	NHHA			10/3/16	
	- Hospitals correct errors on the CY 2015 Inpatient Data	Hospitals			11/22/16	
	- Data quality assurance Review and notifies hospitals of outliers	NHHA			10/10/16	
	- Hospitals provide written Documentation of outliers	NHHA			11/23/16	
	- Hospitals deem CY 2015 Inpatient Data is complete	Hospitals			11/23/16	
	- Notify State that CY 2015 Inpatient Data is complete and ready for State Review and sign-off	NHHA			11/28/16	
	- State Reviews Validation Results and written Documentation provided by hospitals. State downloads reports containing Validation Results and written Documentation.	State			11/29/16	
	- State signs off that CY Inpatient Data is complete	State			11/29/16	
	- CY 2015 Inpatient Data output Deliverables are generated and made available to State	NHHA			11/30/16	
	- State downloads CY 2015 Inpatient Data output Deliverables from NHHA secured-access web portal	State			11/30/16	
24	Quarterly processing for Outpatient & Specialty Data calendar year 2015					
	- NHHA downloads CY 2015 Outpatient & Specialty Data from State SFTP server	NHHA			6/1/16	
	- NHHA loads and processes CY 2015 Outpatient Data & Specialty	NHHA			10/3/16	
	- Automated e-mails sent to hospitals	NHHA			10/3/16	
	- Hospitals correct errors on the CY	Hospitals			11/22/16	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

	Task	Entity Responsible	Duration	Start Date	Completion Date	Dependencies
	2015 Outpatient & Specialty Data					
	- Data quality assurance Review and notifies hospitals of outliers	NHHA			10/10/16	
	- Hospitals provide written Documentation of outliers	NHHA			11/23/16	
	- Hospitals deem CY 2015 Outpatient & Specialty Data is complete	Hospitals			11/23/16	
	- Notify State that CY 2015 Outpatient & Specialty Data is complete and ready for State Review and sign-off	NHHA			11/28/16	
	- State Reviews Validation Results and written Documentation provided by hospitals. State downloads reports containing Validation Results and written Documentation.	State			11/29/16	
	- State signs off that CY Outpatient & Specialty Data is complete	State			11/29/16	
	- CY 2015 Outpatient & Specialty Data output Deliverables are generated and made available to State	NHHA			11/30/16	
	- State downloads CY 2015 Outpatient & Specialty Data output Deliverables from NHHA secured-access web portal	State			11/30/16	
25	Quarterly processing for Inpatient, Outpatient & Specialty Data year 2016.					
	- Hospitals submit CY 2016 Data per Schedule.	Hospitals			Ongoing	
	- Hospitals correct errors on the Data	Hospitals			Ongoing	
	- Data quality assurance Review and notifies hospitals of outliers	NHHA			Ongoing	
	- Hospitals provide written Documentation of outliers	Hospitals			Ongoing	
	- Hospitals deem Data is complete for each month	Hospitals			Ongoing	
	- Notify State that quarterly Data is complete and ready for State Review and sign-off	NHHA			Ongoing	
	- State Reviews Validation Results and written Documentation provided by hospitals. State downloads reports containing Validation Results and written Documentation.	State			Ongoing	
	- State signs off that quarterly Data is complete				Ongoing	
	Quarterly and annual Data output	NHHA			Ongoing	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN**

	Task	Entity Responsible	Duration	Start Date	Completion Date	Dependencies
	Deliverables are generated and made available to State - State downloads quarterly and annual Data output Deliverables from NHHA secured-access web portal	State			Ongoing	
26	Security testing - Conduct Application Vulnerability Scanning	NHHA			10/11/16	
27	Verification of testing - Provide verification of application security testing to NHHA - Review and send verification of application security testing to State	NHHA NHHA			10/12/16 10/13/16	
28	Help desk for user support calls	NHHA/NHHA			Ongoing	
29	Dedicated support for State Administrator	NHHA/NHHA			Ongoing	
30	Audit results per requirements available to hospitals and State - Access audit results as needed in the NH Error correction system	Hospitals / State			Ongoing	
31	Contract Year 2 - 5 - Updates to accommodate UB-04 Data Specification changes and version changes of 837i format - Hospitals submit Data per Schedule. - Hospitals correct errors on the Data - Data quality assurance Review and notifies hospitals of outliers - Hospitals provide written Documentation of outliers - Hospitals decm quarterly Data is complete - Notify State that quarterly Data is complete and ready for State Review and sign-off - State Reviews Validation Results and written Documentation provided by hospitals. State downloads reports containing Validation Results and written Documentation. - State signs off that quarterly Data is complete - Quarterly and annual Data output Deliverables are generated and	NHHA Hospitals Hospitals NHHA NHHA Hospitals NHHA State NHHA			Ongoing Ongoing Ongoing Ongoing Ongoing Ongoing Ongoing Ongoing	



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT I
WORK PLAN

	Task	Entity Responsible	Duration	Start Date	Completion Date	Dependencies
	made available to State State downloads quarterly and annual Data output Deliverables from NHHA secured-access web portal	State			Ongoing	
32	Help desk for user support calls	NHHA/NHHA			Ongoing	
33	Dedicated support for State Administrator	NHHA/NHHA			Ongoing	
34	Audit results per requirements available to hospitals and State Access audit results as needed in the NH Error correction system	Hospitals / State			Ongoing	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT J
WORK PLAN**

1. LICENSE GRANT

This Agreement does not contain any Licensing/User Agreements/Requirements

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT K
WARRANTY**

1. WARRANTIES

1.1 System and Software

New Hampshire Hospital Association warrants that the System and Software shall operate to conform to the Specifications, Terms, and requirements of the Contract.

1.2 Non-Infringement

New Hampshire Hospital Association warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.3 Viruses; Destructive Programming

New Hampshire Hospital Association warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.4 Compatibility

New Hampshire Hospital Association warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by New Hampshire Hospital Association to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.5 Services

New Hampshire Hospital Association warrants that all Services to be provided under the Contract shall be provided expediently, in a professional manner, in accordance with industry standards and that Services shall comply with performance standards, Specifications, and Terms of the Contract.

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect in indefinitely.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2010-024-PART 3
EXHIBIT L
TRAINING SERVICES**

New Hampshire Hospital Association shall provide the following Training Services.

1. TRAINING OVERVIEW

A training environment similar to the test environment shall be established for training hospital users. De-identified Data shall be utilized in all training activities.

Training shall initially be presented via a webinar. After initial Implementation, hospitals are encouraged to use the Train-the-Trainer approach in addition to the recorded webinars.

Hospitals have the ability to submit test Data or real Data into the training environment. Hospital users have access to their own hospital training environment only. Established hospital users will train new hospital users using their hospital's test or real Data that has been loaded into the test environment.

While NHHA is responsible for hosting and conducting the training webinars, the NHHA Project Manager and State staff will participate in the training sessions as well. The purpose is to ensure consistent communication with hospital users, and to coordinate next steps.

A web-based survey will be sent to all webinar attendees, requesting feedback and webinar evaluation. Refinements will be made the training webinars based on hospital feedback.

1.1 DELIVERY METHOD –WEBINAR

Hospital users are trained via a 1.5-hour WebEx Webinar. The webinar is recorded and available for online access through NHHA's secured-access web portal using their same confidential user ID and password. Three separate webinar sessions over three separate weeks shall be scheduled for the initial Implementation of the NH Solution. Hospital users need only attend one session to be fully trained.

1.2 TRAIN-THE-TRAINER APPROACH

a. New Hampshire Hospital Association shall employ an End User training approach to meet training objectives, including:

- New Hampshire Hospital Association shall provide Train-the-Trainer approach in addition to webinars which shall allow the Hospitals the ability to submit test Data/real Data into a training environment specific to their Hospital.
- New Hampshire Hospital Association shall participate in training sessions to ensure consistent communication with hospital users and coordinate next steps.
- New Hampshire Hospital Association shall provide web-based survey to all webinar attendees requesting feedback and evaluation of the webinar.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2010-024-PART 3
EXHIBIT L
TRAINING SERVICES**

1.3 On-Going User Group

Questions from hospital users related to Data quality and Data content shall be addressed at regularly scheduled User Group meetings. User Group meetings shall be offered via WebEx software quarterly and will be recorded for future reference. These User Group meetings differ from the initial Kick-Off meeting which will be hosted, in person, in the days immediately following G&C contract approval. System Trainings will also be offered via WebEx throughout the implementation phase, for hospital and State staff. Hospital and State staff shall also have access to the Helpdesk for any questions that need to be addressed outside of regularly scheduled meetings.

2. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	New Hampshire Hospital Association Team	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: New Hampshire Hospital Association providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.
	New Hampshire Hospital Association and the State shall together Conduct Train-the-Trainers for the State's Central Support Group through Implementation. New Hampshire Hospital Association shall assist in the first Train-the-Trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.
Evaluate Training Effectiveness	Produce and implement survey.	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2010-024-PART 3
EXHIBIT L
TRAINING SERVICES**

2.1 KEY USER TRAINING APPROACH ACTIVITIES

2.1.1 Identify State End Users

The New Hampshire Hospital Association Team shall lead the State in identifying and categorizing its End Users:

User Category 1—Hospital User Training: Hospital Users are those who frequently use the system. Training shall consist of webinars based on the Solution which consists of the total Solution, including Software and Services.

User Category 2—State User Training: Users shall be trained to use the system for inquiries and report viewing.

2.1.2 Develop Training Plan

The New Hampshire Hospital Association Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a Train-the-Trainer approach, 2) train users on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery Solution that utilizes User Group meeting and on-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

2.1.3 Develop Training Curriculum

New Hampshire Hospital Association shall develop a recommended training curriculum for the State of New Hampshire End Users.

2.1.4 Produce Training Materials and End-User Documentation

The New Hampshire Hospital Association team shall lead the efforts to produce the training materials and end-user Documentation.

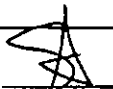
**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT M
RFP 2016-024 PROPOSAL INCORPORATED**

NH DHHS UNIFORM HOSPITAL FACILITY DISNHARGE DATA SYSTEM RFP
2016-024 is included by reference as binding Deliverables to this Contract.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT N
RFP 2016-024 PROPOSAL INCORPORATED**


NEW HAMPSHIRE HOSPITAL ASSOCIATION UNIFORM HEALTH FACILITIES
DISNHARGE DATA SYSTEM (UHFDDS) Proposal in response to the Department of
Information Technology Uniform Hospital Facility Discharge Data System RFP 2016-024 is
incorporated by reference.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

The following attachments are hereby incorporated into this Contract:

1. Attachment I – Project Requirements
2. NH Exhibit D - Certification Regarding Drug-Free Workplace Requirements
3. NH Exhibit E – Certification Regarding Lobbying
4. NH Exhibit F – Certification Regarding Department Suspension and Other Responsibility Matters
5. NH Exhibit G – Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-based Organizations and Whistleblower Protections
6. NH Exhibit H – Certification Regarding Environmental Tobacco Smoke
7. NH Exhibit I – Health Insurance Portability Act Business Associate Agreement
8. NH Exhibit J – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
9. IRS Publication 1075 Exhibit 7 - Contract Language for Technology Services



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

**1. NEW HAMPSHIRE EXHIBIT D - CERTIFICATION REGARDING DRUG-FREE
WORKSPACE 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 Subcontractors), prior to award, that they shall 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 shall or shall 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 shall 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

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials



Exhibit O

Page 48 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

- 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 shall
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

3/8/16
Date

Stephen D. Ahnen
Name: Stephen D. Ahnen
Title: President/CEO

2. NH EXHIBIT E - CERTIFICATION REGARDING LOBBYING

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials SA

Exhibit O

Page 49 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

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 shall 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 shall 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 Subcontractor), 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

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials SA

Exhibit O

Page 50 of 69

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

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.

3/8/16
Date

Contractor Name:
Stephen M. Alver
Name: Stephen M. Alver
Title: President/CEO

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

**3. NH Exhibit F – Certification Regarding Department 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 shall 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 shall 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 which 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.

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials

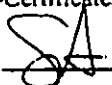


Exhibit O

Page 52 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

7. The prospective primary participant further agrees by submitting this Proposal that it shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a Certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the Certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the Certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this Proposal (Contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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.

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials




Exhibit O

Page 53 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

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 shall 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.

3/8/16
Date

Contractor Name:

Stephen M. Almon
Name: Stephen M. Almon
Title: President/CEO

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

**4. NH Exhibit G – 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 shall comply, and shall require any sub grantees or Subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

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

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials



Exhibit O

Page 55 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and Contracts.

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient shall 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:

3/8/16
Date

Stephen M. Adams
Name: Stephen M. Adams
Title: President/USO

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

5. NH Exhibit H – 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:

3/8/14
Date

Stephen M. Allen
Name: *Stephen M. Allen*
Title: *President/CEO*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

6. NH 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 (PHI) 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).

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials



Exhibit O

Page 58 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the Services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For Data aggregation purposes for the Health Care Operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI shall be held confidentially and used or further

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials

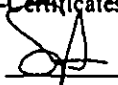


Exhibit O

Page 59 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an Agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide Services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of Protected Health Information not provided for by the Agreement including breaches of unsecured Protected Health Information and/or any Security Incident that may have an impact on the Protected Health Information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - 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

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials



Exhibit O

Page 60 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate Agreements with Contractor's intended business associates, who shall be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard Contract provisions (P-37) of this Agreement for the purpose of use and disclosure of Protected Health Information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during Normal Business Hours at its offices all records, books, Agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials 

Exhibit O

Page 61 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

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.

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

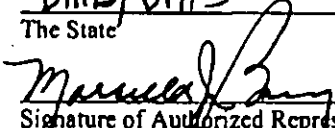
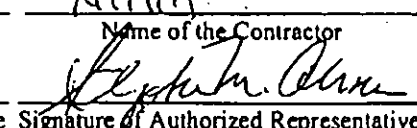
In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

(6) Miscellaneous

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, 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.

<u>DHHS/DPHS</u> The State	<u>NHHA</u> Name of the Contractor
	
Signature of Authorized Representative	Signature of Authorized Representative

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials

SA

Exhibit O

Page 63 of 69

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Marcello J. Bobinsky
Name of Authorized Representative

Stephen M. Ahnen
Name of Authorized Representative

John's Director DHHZ/OPHS
Title of Authorized Representative

President/CGO
Title of Authorized Representative

3/25/16
Date

3/8/16
Date

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

**7. NH Exhibit J - 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 Sub-award and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any sub-award 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 Sub-award 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.

3/8/16
Date

Contractor Name: Stephen M. Almon
Name: Stephen M. Almon
Title: President / CEO

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages: SA
Contractor's Initials

Exhibit O

Page 65 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
UNIFORM HOSPITAL FACILITIES DISNHARGE DATA SYSTEM
CONTRACT 2016-024 - PART 3
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

**NH Exhibit J – Certification Regarding the Federal Funding Accountability and
Transparency Act (FFATA) Compliance
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: 44265733
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, sub-grants, 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: _____

2016-028 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials SA

Exhibit O

Page 66 of 69

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
UNIFIED HOSPITAL FACILITY DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

**8. IRS PUBLICATION 1075 EXTRACT 7,
CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work shall be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor shall be prohibited.
- (4) All returns and return information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
- (5) The Contractor certifies that the Data processed during the performance of this Contract shall be completely purged from all Data storage components of his or her computer facility, and no output shall be retained by the Contractor at the time the work is completed. If immediate purging of all Data storage components is not possible, the Contractor certifies that any IRS Data remaining in any storage component shall be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS Data shall be given to the agency or his or her designee. When this is not possible, the Contractor shall be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and shall provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this Contract shall be subcontracted without prior written approval of the IRS.
- (9) The Contractor shall maintain a list of employees authorized access. Such list shall be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency shall have the right to void the Contract if the Contractor fails to provide the safeguards described above.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
UNIFIED HOSPITAL FACILITY DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, shall fully disclose the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial Certification and recertification must be documented and placed in the agency's files for Review. As part of the Certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
UNIFIED HOSPITAL FACILITY DISNHARGE DATA SYSTEM
CONTRACT 2016-024
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Damages for Unauthorized Disclosure). The training provided before the initial Certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and Data Breaches. (See Section 10) For both the initial Certification and the annual Certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and Operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of Information Technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

BUSINESS REQUIREMENTS					
State Requirements					
Req #	Requirement Description	M	Y	S	
	Solution for submission of hospital Data, consisting of the following steps:				
B1	Validation for file structure, contents, completeness;	M	Y	S	
B2	Provision of an error correction Solution for the hospitals (either a web based tool or a manual process);	M	Y	S	
B3	Supporting hospitals in submission and validation and error correction process;	M	Y	S	
B4	Consolidation of the Data	M	Y	S	
B5	Creation of standardized claim records;	M	Y	S	
B6	Creation of discharge records per rule;	M	Y	S	
B7	Submission of the required Data to the State, including extracts, in the required format(s);	M	Y	S	
B8	Assurance that the State receives the original files submitted by the hospitals;	M	Y	S	
B9	Communication on progress to the State;	M	Y	S	
B11	Protection of the Data in transit and at rest.	M	Y	S	
High Level Input Process Tasks					
	Collect and process Data from hospitals:				
B12	According to specifics of statute and rule, with an on-line tool, securely collect (via secure FTP, SSL, etc.), Quality Assurance Test (Specifications to be developed by Vendor, approved by DHHS, and provided to hospitals), accept or reject, ensure compliance with reporting Specifications, and give feedback on required Data submissions:	M	Y	S	
	Identify the need for, accept, and process replacement	M	Y	S	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

B13	submissions;				
B14	Maintain a System to allow test submissions from hospitals;	M	Y	S	
B15	Maintain and update annually hospital/Data element specific edit thresholds;	M	Y	S	

BUSINESS REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
B16	Track and communicate to DHHS overdue and otherwise non-compliant hospitals;	M	Y	S	
B17	Follow up with hospitals on Data issues and respond to questions and comments from hospitals;	M	Y	S	
High Level Quality Assurance Tasks					
B18	Maintain on-line quality assurance audits for use by DHHS and hospitals;	M	Y	S	
B19	Supply Dimension Tables to State to allow for labeling of coded Data elements (e.g., zip codes);	M	Y	S	
B20	Quarterly and as needed, provide Data sets to DHHS in agreed upon format, including replacements of any prior time periods for Data that has changed;	M	Y	S	
B21	Maintain the results of all quality assurance edits by hospital;	M	Y	S	
B22	Produce, maintain, and publish complete Documentation of the Data sets including logic used to transform Data and create derived Data elements;	M	Y	S	
B23	Participate in the Data Workgroup	M	Y	S	
Output Detail					
	Vendor shall:				
B24	Provide the 837i files as submitted by the hospital (final submission if resubmitted);	M	Y	S	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024

ATTACHMENT C-2 REQUIREMENTS

B25	When resubmission is not the method for making corrections, then provide to the State information (for manual corrections made by hospitals) which can be used to process corrections against original Data set required. At a minimum, Data should include hospital name, file, record id, element, element original value, element corrected value, date and time of correction;	M	Y	C	The Error Correction Audit Report described in Proposal Topic 1.9 Data and Process Quality Audits will meet this requirement.
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BUSINESS REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
B26	Provide a file consolidating all claims level detail from all hospitals for each quarterly period consisting of all agreed upon elements in the 837i submission each year with error correction and validation processes completed to load into EDW;	M	Y	S	
B27	Provide a Consolidated Data File of validated, cleaned, and complete Inpatient discharge records, including derived fields, as per attachment D1 which describes the minimum elements required by State of NH or to the HCUP State Inpatient Database standard;	M	Y	S	
B28	Provide a Consolidated Data File of validated, cleaned, and complete Outpatient discharge records, including derived fields, as per attachment D1 which describes the minimum elements required by State of NH or to the HCUP State Emergency Department Database standard	M	Y	S	
B29	Provide a Consolidated Data File of validated, cleaned, and complete specialty discharge records, including derived fields, as per attachment D1 which describes the minimum elements required by State of NH or to the HCUP State Outpatient Database standard;	M	Y	S	
	provide a Consolidated Data File of validated, cleaned, and	M	Y	S	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

B30	complete Inpatient claims records as per attachment D2;				
B31	provide a Consolidated Data File of validated, cleaned, and complete Outpatient claims records as per attachment D2;	M	Y	S	
B32	provide a Consolidated Data File of validated, cleaned, and complete specialty claims records as per attachment D2;	M	Y	S	
B33	Provide Extract Transform and Load (ETL) code for creating Oracle EDW Schema and for importing Outputs to EDW NH Database naming terminology as well as ETL best practice Documentation as per Department of Information Technology and Department of Health and Human Services standards. These standards will be made available upon request.	M	N	F	Future project (See B26)

BUSINESS REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
B34	Provide Data Dictionary for all Outputs including file contents, file format, and element description and format;	M	Y	S	
B35	Submit all updated Outputs monthly, quarterly, annually as required;	M	Y	S	
B36	Provide training and support to the State on executing the process to load Data to the Enterprise Data Warehouse (EDW)	M	Y	C	Supporting the State's activities regarding the EDW load and test.
Import and processing of prior years' Data already processed by current System					
B37	provide a Consolidated Data File of complete Inpatient claims records as per attachment D2 for historical Data year 2015	M	Y	S	
B38	provide a Consolidated Data File of complete Outpatient claims records as per attachment D2 for historical Data year 2015	M	Y	S	
B39	provide a Consolidated Data File of complete specialty claims records as per attachment D2 for historical Data year 2015	M	Y	S	
Data storage at Vendor site and release of Data to State					

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

	Vendor shall:				
B40	Retain aggregated measures of completeness as needed indefinitely;	M	Y	S	
B41	Retain any Data as needed within the 5 year window;	M	Y	S	
B42	Destroy all Protected Health Information when it is no longer required for business processes or within 5 years following an approved process (e.g., an annual clean out of Data submitted 5 or more years in the past) when requested by the State.	M	Y	S	
B43	Release the Data only to the State through the approved submission process and through the processing System	M	Y	S	
837i secure content, completeness, and structure validation & Error Correction Process for hospitals Detail					
	Vendor shall provide to, in a System such as a web portal, the hospitals and the State:				

BUSINESS REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
B44	Validation Results including pass/fail, number and percent of failed records by type of failure, number and percent of failed records by elements, number and percent of failed records by failure type. Information provided shall be sufficient and clear enough for Hospitals to easily reconcile their submitted Data to the Data processed by the Vendor. Identify remedies for failures, when appropriate;	M	Y	C	Edit Summary Report will be customized to include number and percent of failed records by element. Report will reflect this requirement at Implementation. And shall be available on the web via SharePoint.
B45	Validation Results within 24 hours of submission;	P	Y	S	
B46	the ability to completely resubmit files;	M	Y	S	
B47	the ability to perform a partial resubmit of a file;	M	Y	S	
B48	the ability to manually correct Data without resubmission;	M	Y	S	


STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

B49	the ability to apply previous manual corrections to resubmitted Data;	M	Y	C	Results on the Error Correction Audit Report will be used to meet this requirement. Hospitals can resubmit data. Manual changes will need to be made again.
B50	a completeness validation tool which provides measures of completeness to the hospital user and State which contains a mechanism for the hospital to approve completeness of the input for the submission period including but not limited to measures for total records and also frequency distributions and alerts of illogical frequency distributions by encounter type, age, gender, payer, State of residence, etc.;	M	Y	C	The Summary Submission Statistics Report described in Proposal Topic 1.3 Data Submission and Error Checking Methodology will be used to meet this requirement and will be available at Implementation. The report may be viewed in SharePoint and saved as a PDF or Excel file.
B51	the ability for the State to monitor progress of file submissions, validations, corrections, completeness measures, any communications made to the hospitals whether automatic or manual, and for the State to be able to observe all Data observable by the hospitals within the submission, validation, correction, and approval processes. A web portal/dashboard is one example;	M	Y	C	Sharepoint is viewed and saved as PDF or Excel On-demand basis. All reports are real-time. Admin statistics needs to run reports as needed. NHHA shall run report and post for NH.
B52	the ability for hospitals to use the same submission processes in testing Data including the submission, validation, correction, and completeness check processes;	M	Y	S	



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

BUSINESS REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
B53	The Vendor's System shall be capable of receiving and distinguishing test submissions from Hospitals and must supply a standard test file for use by Hospitals to assist them with developing their submissions;	M	Y	C	
B54	The Vendor shall provide e-mail and phone Help Desk business support Monday through Friday, 8am to 4:30pm Eastern Time, as needed. The Vendor shall provide specific support to hospitals using the Terms outlined in this RFP;	M	Y	S	
B55	The ability to submit additional or corrected records from periods previously submitted, replacing and/or deleting records as needed;	M	Y	S	
B56	The ability to perform all functions in a single access System.	P	Y	S	
Secure file submission from hospitals to Vendor					
	Vendor shall:				
B57	ensure transmission of Data occurs within a secure connection. Secure Socket Layer requirements are outlined by State Rule. HEP1503.03E;	M	Y	S	

2016-024 Attachment C-2 Requirements
New Hampshire Hospital Association Initials 

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

B58	Provide a Transmission Mechanism which is efficient for the hospital submitter. The current DPHS SFTP submission process represents the minimum standard and is available for use. The Vendor shall evaluate ease of use with the hospitals before implementing a new mechanism. A user account can be provided to Vendors allowing the use of the State's Secure File Transfer Protocol (SFTP) server. This can be made available by DoIT to facilitate the secure exchange of Data to the Enterprise Data Warehouse.	M	Y	S	
Encryption					
	Vendor shall:				
B59	Encrypt name using State approved methodology per rule HEP 503.04(a)(8). Ensure consistent de-identification of personal identifiers by the hospitals by supplying de-identification Software or appliance (for such time as law and rules require de-identification);	M	Y	S	
Data validations					
	Vendor shall:				
B60	implement all validations outlined in 1a Validations Tab for the Data elements	M	Y	S	
B61	validate Data so the State can successfully submit records to the HCUP System (http://www.ahrq.gov/research/Data/hcup/index.html)	P	Y	S	
Flexible architecture to incorporate changes to accommodate rule changes and version changes of the S37i files					



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

B62	Vendor shall provide a flexible architecture to incorporate changes to accommodate rule changes and version changes of the 837i files	M	Y	S	
Vendor shall Perform Quality Data checks prior to State Review of Data					
B63	Vendor shall perform quality Data checks prior to State Review of Data per State guidance	M	Y	S	
B64	Ensure that the files submitted to the State contain no duplicate records for the same patient per discharge and that the total charge equals the sum of all charges reported by revenue code categories on each record;	M	Y	S	
B65	Follow up with each hospital regarding notable variations from prior patterns and trends to obtain either an explanation or corrections in a timely manner. Vendor will include this information quarterly and annually as audit findings provided to the State.	M	Y	C	The results from the quality assurance process described in Topic 1.4 Claims Data Processing will be used to meet this requirement and will be available at Implementation.
Process auditing					

BUSINESS REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
	The Vendor shall provide a System user audit trail for State and Hospital users which provides the ability to view a record of:				



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

B66	administrative actions: Login, Logout, Password reset, IP address;	M	Y	C	Standard audit logs will be provided through the Subcontractors secure access web portal. The site shall be branded for NH. The system can be accessible from the State web site or by URL.
B67	Data submission including user, date, time, and IP address;	M	Y	C	The Data Submission Audit Report described in Topic 1.9 Data and Process Quality Audits will meet this requirement.
B68	users viewing validations by date, time, file, IP address;	M	Y	C	The Administration Function Audit Report described in Topic 1.9 Data and Process Quality Audits will meet this requirement.
B69	users viewing completeness measures by date, time, file, IP address;	M	Y	C	See B68
B70	users making corrections by date, time, file, record, element, IP address;	M	Y	C	The Error Correction Audit Report described in Topic 1.9 Data and Process Quality Audits will meet this requirement.



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 Uniform Health Facilities Discharge Data System (UHFDDS)
 CONTRACT 2016-024

ATTACHMENT C-2 REQUIREMENTS

B71	Audit the Data set as a whole on monthly, quarterly, and annual bases prior to submitting files to the State to identify potentially duplicate, missing, and miscoded records. Vendor will evaluate each hospital's Data files, comparing the most current reporting period to prior comparable reports, to identify variations from expected patterns and trends including but not limited to record counts by bill type and setting; patient characteristics such as age, gender, and ZIP code distribution; payer mix; and utilization patterns by MDC, DRG, CCS, and CPT-grouped categories as applicable to identify notable variations;	P	Y	C	The results from the quality assurance process described in Proposal Topic 1.4 Claims Data Processing will be used to meet this requirement and will be available at Implementation. Report will reflect this requirement at Implementation. NHHA shall run report and post for NH.
B72	Ensure that the files submitted to the State contain no duplicate records for the same patient per discharge and that the total charge equals the sum of all charges reported by revenue code categories on each record;	M	Y	S	

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 Uniform Health Facilities Discharge Data System (UHFDDS)
 CONTRACT 2016-024
 ATTACHMENT C-2 REQUIREMENTS

BUSINESS REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
B73	Provide analysis of resolved and unresolved instances of failure to file the Data and or correct fatal errors by hospital; assessment of progress by hospitals in meeting goals for reduced error rates for edits that require 0% errors and for those with goals that contribute to overall Data quality; corrective action taken by affected hospitals in response to the State's request for corrective actions for non-filing and/ or fatal errors; and final accounting of unresolved issues by hospital and for the hospital Data set as a whole.	M	Y	S	
B74	Provide quarterly and annual analysis of validation reports that describe comparative trends and patterns in reporting by hospital and across the System for key attributes including but not limited to record counts by record type and setting; payer mix; patient characteristics including age, gender, and ZIP code distributions; distribution of discharges across diagnostic and procedure categories; distribution of charges across record types and diagnostic and procedure categories; comparison of total charges to the sum of revenue code charges by hospital and record type, in addition to situation specific requests as provided by the DPHS Hospital Liaison.	M	Y	C	The Summary Submission Statistics Report described in Proposal Topic 1.3 Data Submission and Error Checking Methodology will be used to meet this requirement and will be available at Implementation.

Pricing Model



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

B75	All Solution and Service costs shall be borne by the State. No fees shall be assessed to the hospitals for the performance of these Services.	M	Y	S	
Outreach					
B76	The DPHS Hospital Liaison will participate in development and Review of Statewide written communications.	M	Y	S	
B77	For targeted written communications, courtesy copies shall be provided to the DPHS Hospital Liaison.	M	Y	S	

BUSINESS REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
B78	The Vendor will work, while updating the DPHS Hospital Liaison, to obtain information for and maintain an up-to-date status list of hospital file submissions, Data errors, and Data corrections for communicating with departmental and hospital stakeholders.	M	Y	S	
B79	The Vendor shall work with the DPHS Hospital Liaison to complete a monthly reconciliation process.	M	Y	S	
B80	The Vendor shall support the State in the development of NH specific user materials for posting on DHHS web site (and Vendor's site).	M	N	C	NH-specific user materials to be created.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

B81	All user guides, tools, Documentation, and other communications must be identified as State of NH specific Documentation – no generic information may be issued to NH hospitals without State approval.	M	N	C	NH-specific Documentation to be created.
B82	The Vendor must provide the State with material for a quarterly newsletter, such as Solution updates, Operational status updates, user's tips, and FAQs.	P	N	C	NH-specific user materials to be created.
B83	Follow up with each hospital regarding notable variations from prior patterns and trends to obtain either an explanation or corrections in a timely manner. Vendor will include this information quarterly and annually as audit findings provided to the State.	M	Y	S	
B84	Respond to the State's Review and concerns addressing the Data integrity findings and consulting with the State in a timely manner to address persistent and Systemic Data quality issues that reduce Data integrity and delay timely availability of the Data to the State.	M	Y	S	
B85	Work in partnership with the State to address Data submission compliance, but primary responsibility for identifying Data submission issues shall rest with the Vendor in consultation with the State Project Manager.	M	Y	S	



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

BUSINESS REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
B86	Participate in the Data Workgroup to address the collection, processing, and aggregation of the Data addressing:	M	Y	S	
B87	(1) Data integrity, completeness, and timeliness of reporting;	M	Y	S	
B88	(2) Data requirements and definitions, coding, edits, error rates, corrections, recurring problems; and	M	Y	S	
B89	(3) Any proposed changes to State-mandated hospital Data reporting requirements.	M	Y	S	
B90	Provide the State with current and updated Data collection Documentation including the file layout, Data Dictionary, any other pertinent Documentation related to changes to Specifications and State Data submission requirements.	M	Y	C	Documentation described in Proposal Topic 1.6 Documentation will be available at Implementation. NHHA will update documentation as changes are made.
B91	Provide a Data submission manual (companion guide) that would supplement the Administrative Rules, as needed, to ensure the correct submission of the Data. The Data submission manual shall be approved by DHHS. The Data submission manual will be updated and redistributed to reflect changes in statute, rules or other changes to submission methods, as needed.	M	Y	C	Documentation described in Proposal Topic 1.6 Documentation will be available at Implementation. NHHA will update documentation as changes are made.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

VALIDATION REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
General Validation Requirements					
	The System shall allow for the following:				
VI.1	The Vendor shall collect, validate, and Consolidated Data Files from all facilities required to submit Data under RSA 126:27 and resulting Administrative Rules (http://www.gencourt.State.nh.us/rules/State_agencies/he-c1500.html).	M	Y	S	
VI.2	Validation Checks for Data files submitted for 2015 shall be implemented immediately upon processing of Data files using the V2 Validation Checks	M	Y	S	
VI.3	Validation Checks for Data files submitted for 2016 and beyond shall be implemented upon processing of CY 2016 Data files using the V2 and V3 Validation Checks.	M	Y	S	
VI.4	Additional future Data validations to be implemented in accordance with DHHS updates to the current validations listing.	M	Y	F	Specifications will be needed to develop this functionality. Future data validations are outside the scope of this project.
VI.5	The Vendor shall provide processes for validation of the submitted Data files. Acceptance of replacement/resubmitted files and consolidation of the accepted Data, and, in particular, shall implement Validation Checks as per V 2 & V3.	M	Y	S	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

VALIDATION REQUIREMENTS					
State Requirements					
Req #.	Requirement Description	Criticality			
V1.6	Provide each facility with a notification and report detailing the results of the validation process against their submitted Data files. The report should indicate the validation status of each Data file and Data element and specifically provide the failure reason(s) when appropriate. Information provided shall be sufficient and clear enough for facilities to easily reconcile their submitted Data to the Data processed by the Vendor. For each such notification, provide a copy of the original notification and validation report to DHHS.	M	Y	C	
V1.7	Reject submission of Data files and accept resubmission in accordance with DHHS rules and thresholds for rejection established in consultation with DHHS.	M	Y	S	
V1.8	Make every attempt to use existing validation, error reporting, and correction process as general guidelines upon Implementation to limit the impact on submitting hospitals	M	Y	S	
V1.9	The Vendor shall apply the validation check shown in V2 and V3 to all applicable submitted Data files. Detailed information for each validation check may be found at Attachments V2 and V3.	M	Y	S	

Edit Summary Report will be customized to include number and percent of failed records by element. Report will reflect this requirement at Implementation.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

The System shall allow for the following when processing Data files submitted for 2015, 2016, and beyond.					
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VALIDATION REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
V2.1	Patient Gender must be present and must be M, F, or U.	M	Y	S	
V2.2	If patient residence is US, then first five digits of Patient Zip Code must be present and must be all numeric. Patient Zip Code cannot be "00000".	M	Y	S	
V2.3	Patient Birth Date must be present and must be a valid date (month, day, and year).	M	Y	S	
V2.4	The year in Patient Birth Date must be greater than 1900.	M	Y	C	Specific edit to be developed and available at Go-Live.
V2.5	Patient Birth Date must be before current System date.	M	Y	S	
V2.6	Patient Birth Date must be on or before Admission/Start of Care Date.	M	Y	S	
V2.7	Patient Birth Date must be on or before Discharge/End of Service Date.	M	Y	S	
V2.8	For Inpatient and Specialty discharge types, Admission/Start of Care Date must be present. Data element is optional for Outpatient discharge type.	M	Y	C	Specific edit to be developed and available at Go-Live.
V2.9	If present, Admission/Start of Care Date, which includes a time element, must be a valid date (month, day, and year) and	M	Y	C	Specific edit to be developed and available at Go-Live.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

	time (hour and minute).				
V2.10	If present, the year in Admission/Start of Care Date must be greater than 2008.	M	Y	C	Specific edit to be developed and available at Go-Live.
V2.11	If present, Admission/Start of Care Date must be before current System date.	M	Y	S	
V2.12	If present, Admission/Start of Care Date must be on or after Patient Birth Date.	M	Y	S	

VALIDATION REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
V2.13	If present, Admission/Start of Care Date must be on or before Discharge/End of Service Date.	M	Y	S	
V2.14	Discharge/End of Service Date must be present and must be a valid date (month, day, and year).	M	Y	S	
V2.15	The year in Discharge/End of Service Date must be greater than 2009.	M	Y	C	Specific edit to be developed and available at Go-Live.
V2.16	Discharge/End of Service Date must be before current System date.	M	Y	S	
V2.17	Discharge/End of Service Date must be on or after Patient Birth Date.	M	Y	S	
V2.18	Discharge/End of Service Date must be on or after Admission/Start of Care Date.	M	Y	S	
V2.19	Total Charge must be present and must be a valid non-negative number.	M	Y	C	Specific edit to be developed and available at Go-Live.
V2.20	The Primary Payer Name must be present.	M	Y	C	Specific edit to be developed and available at Go-Live.
V2.21	If claim is from a non-Specialty Hospital, a valid code must be present. See UB-04 manual for list of valid codes. Type of Bill is used to derive	M	Y	S	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

	Discharge Type for non-Specialty Hospitals.				
V2.22	Statement Begin Period / Start of Service Date must be present and must be a valid date (month, day, and year).	M	Y	S	
V2.23	The year in Start Of Service Date must be greater than 2008.	M	Y	C	Specific edit to be developed and available at Go-Live.
V2.24	Start Of Service Date must be before current System date.	M	Y	S	

VALIDATION REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
V2.25	Start Of Service Date must be on or before End Of Service Date.	M	Y	S	
V2.26	Patient Birth Date must be on or before Start Of Service Date.	M	Y	S	
V3 Validation Checks for Data Files submitted for 2016 and beyond					
	The System shall allow for the following when processing Data files submitted for 2016 and beyond.				
V3.1	Discharge Hour must be present on Inpatient and Specialty Discharge Types and must be a valid code from 00 to 23.	M	Y	S	
V3.2	Patient Discharge Status must be present and must be a valid code.	M	Y	S	
V3.3	At least one Patient Reason For Visit must be present for unscheduled Outpatient visits. For an unscheduled visit, Type of Bill is 13 or 85; Priority (Type) of Visit is 1, 2, or 5; and at least one Revenue Code is 045X, 0516, 0526, or 0762.	M	Y	C	Specific edit to be developed and available at Go-Live.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

V3.4	Admission Hour must be present on Inpatient and Specialty Discharge Types and must be a valid code from 00 to 23.	M	Y	S	
V3.5	Priority (Type) of Admission or Visit must be present on Inpatient and Specialty Discharge Types and must be one of the following codes: 1, 2, 3, 4, 5, 9.	M	Y	S	

VALIDATION REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
V3.6	Point of Origin for Admission or Visit must be present on Inpatient and Specialty Discharge Types and must be one of the following codes: 1, 2, 3, 4, 5, 6, 8, 9, D, E, F. For Data with a Discharge/End of Service Date prior to 7/1/2010, valid codes also include: 7, B, C.	M	Y	S	
V3.7	When Admit Type is = "4" (Newborn) the Point of Origin for Admissions or Visit can only be codes: 5 or 6	M	Y	S	
V3.8	Each Procedure Code must include a corresponding valid Procedure Date (month, day, and year).	M	Y	S	
V3.9	Patient City must be present.	M	Y	S	
V3.10	If Patient Country is blank or US, then Patient State must be present. If Patient State is present, then is must be a valid State code.	M	Y	S	
V3.11	If patient State is "NH" then zip code must be a valid NH zip code.	M	Y	C	Specific edit to be developed and available at Go-Live..

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

V3.12	Medical Record Number must be present.	M	Y	S	
V3.13	At least one race code must be present for the patient and it must be a valid code.	M	Y	S	

VALIDATION REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
V3.14	At least one ethnicity code must be present for the patient and it must be a valid code.	M	Y	S	
V3.15	Billing Provider NPI must be present and must be 10 digits.	M	Y	S	
V3.16	The Health Plan Identifier must be present for all payers present on the claim: Primary, Secondary, and Tertiary.	M	Y	C	Specific edit to be developed and available at Go-Live.
V3.17	When present, the 1st code present is always the "Principle" procedure code, all others are secondary, tertiary, etc.	M	Y	S	
V3.18	At least one diagnosis code is required on all Inpatient and Specialty discharge types. The 1st code present is always the "Principle" procedure code, all others are secondary, tertiary, etc.	M	Y	S	

APPLICATION REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
Application Security					
A1.12	Verify the identity of or authenticate all of applications, Services, and processes before allowing use of the System to	M	Y	S	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024

ATTACHMENT C-2 REQUIREMENTS

	prevent access to inappropriate or Confidential Data or Services.				
A1.13	Verify the identity and authenticate all of the System's human users before allowing them to use its capabilities to prevent access to inappropriate or Confidential Data or Services.	M	Y	S	
A1.14	Assign and maintain unique user names.	M	Y	S	
A1.15	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's Statewide User Account and Password Policy. A schedule for implementing complex passwords that conform to State of NH policy shall be included in the final Work Plan.	M	Y	F	Strong password policy exists and will be aligned with this requirement.
A1.16	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M	Y	S	
A1.17	Encrypt passwords in transmission and at rest within the Database.	M	Y	S	
A1.18	Expire passwords after 90 days.	M	Y	S	
A1.19	Authorize users and client applications to prevent access to inappropriate or Confidential Data or Services.	M	Y	S	
A1.20	Provide ability to limit the number of people that can grant or change authorizations	M	Y	S	
A1.21	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	S	
A1.22	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the web application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Y	C	OWASP Top Ten to be implemented for Go-Live. Penetration tests were performed within the past year by an external vendor that included validation of compliance with OWASP (top ten) recommendations.
A1.23	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	S	

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 Uniform Health Facilities Discharge Data System (UHFDDS)
 CONTRACT 2016-024
 ATTACHMENT C-2 REQUIREMENTS

A1.24	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y	S	
	The Vendor shall insure the security of websites, including appropriate SSL/TLS versions.	M	Y	S	NHHA uses an SSL VPN hardware appliance to encrypt all authentication and website traffic using both TLS and SSL v.3. NHHA did not remove SSL v.3 as it may block access to some of NHHA's user organizations from their workplace.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

APPLICATION REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Criticality			
Application Security					
A1.25	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for (6 months)	M	Y	C	Audit reports as described in Topic 1.9 Data and Process Quality Audits to be implemented Go-Live.
A1.26	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	S	
A1.28	The application Data shall be protected from unauthorized use when at rest.	M	Y	S	
A1.29	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	S	
A1.30	Subsequent application Enhancements or upgrades shall not remove or degrade security requirements.	M	Y	S	
A1.31	Create change management Documentation and procedures.	M	Y	S	

TESTING					
State Requirements					
Req #	Requirement Description	Criticality			
Application Security Testing					
	The Vendor shall be responsible for security testing, as appropriate:				The vendor continuously monitors its systems and security infrastructure. We have full-time IT staff onsite that constantly monitors and reviews system activity and system logs, and we have industry standard software and security appliances to assist in our continued security reviews and

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

					compliance. Across our continuum, we handle over 2,880 user accounts, each with role access credentials specific to more than 20 different applications, web-based, intranet programs and other user access capabilities. In this large an environment, with myriad levels of critical financial information and personal and protected health information, we do not limit our security review or testing to occasional set exercises (although those are conducted). We have daily, ongoing, professional oversight and review of user activity, including review of any unauthorized activity.
TI.1	All components of the Software shall be Reviewed and tested to ensure they protect the State's Data.	M	Y	S	Comprehensive security is implemented for all software deployments, including review of proper functioning, with review and monitoring to ensure the absence of any security vulnerabilities. This process is performed at all stages, including installation, test environment, and production. Software is only made operational in the production environment after installation and test environment processes have proved successful and secure
	Provide Verification of testing that focus on the technical,	M	Y	S	Because the vendor is a HIPAA-

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

T1.2	administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.				compliant organization, the structure of our security policies and plans tracks the Security Rule requirements specific to administrative, physical and technical safeguards, as informed by NIST and other industry standards. As such, we verify that all of our protection measures, planning, and policies, including System architecture, have been reviewed and tested for vulnerabilities in a manner that meets and or exceeds HIPAA Security requirements.
T1.3	Provide Verification of testing for Identification and Authentication; supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users.	M	Y	S	Consistent with HIPAA and industry standards, the Vendor continuously monitors and reviews log-in failures and any other access attempts by any unauthorized users or accounts. We verify that our validation procedures for access user identification and validation are rigorous and have proven extremely effective in ensuring that only authorized and assigned users are able to gain access. Additionally, the segmentation of systems is highly specific and targeted, allowing access only to the specific functions and applications for each individual user.
T1.4	Provide Verification of testing for Access Control; supports the management of permissions for logging onto a computer or	M	Y	S	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

	network.				
T1.5	Provide Verification of testing for Encryption; supports the encoding of Data for security purposes.	M	Y	S	
T1.6	Provide Verification of testing the Intrusion Detection; supports the detection of illegal entrance into a computer System.	M	Y	S	
T1.7	Provide Verification of testing the Verification feature; supports the confirmation of authority to enter a computer System, application or network.	M	Y	S	
T1.8	Provide Verification of testing the Digital Signature; guarantees the unaltered State of a file.	M	Y	S	
T1.9	Provide Verification of testing the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Y	S	
T1.10	Provide Verification of testing Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Y	S	

TESTING					
State Requirements					
Req #	Requirement Description	Criticality			
Application Security Testing					
T1.11	Provide Verification of testing Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or System.	M	Y	S	
T1.12	Provide Verification of testing Input Validation; insures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Y	S	
T1.13	Provide the State with validation of 3rd party penetration testing performed on the application and System environment.	M	Y	S	
T1.14	Prior to the System being configured for New Hampshire, the Vendor shall provide attestation and proof of remediation for all	M	Y	C	

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 Uniform Health Facilities Discharge Data System (UHFDDS)
 CONTRACT 2016-024
 ATTACHMENT C-2 REQUIREMENTS

	security testing to the Department of Information Technology for Review and Acceptance.				
Standard Testing					
T2.1	The Vendor must support the users during User Acceptance Testing (UAT), where by the State is able to verify and validate that the System is working properly and the specified Services are being delivered in accordance with the Contract.	M	Y	S	



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

HOSTING-CLOUD REQUIREMENTS					
State Requirements					
Req #	Requirement Description	Priority	Y/N	S/C	
Operations					
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, Software, and Internet bandwidth to provide the Services in this Contract.	M	Y	S	
H1.2	State access will be via VPN or Internet Browser.	M	Y	S	
H1.3	At a minimum, the System should support this client configuration for field machines: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7, Internet Explorer 9, and 128-bit Encryption.	M	Y	S	
H1.4	The Vendor shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y	S	
H1.5	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Y	S	
H1.6	The Vendor shall provide a secure Tier 3 or greater Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup services	P	N	C	The data center is Tier 2 for power redundancy and Tier 3 for network and cooling. It does not have an on-site 24/7 system operator because the network engineers are on call 24/7 to assist in the event of an emergency. The firewalls and backup services are managed by its full time IT employees.
H.1.7	The Vendor shall monitor the application and all servers.	M	Y	S	NHHA shall ensure monitoring of servers and applications using a third-party SNMP tool. Alerts are sent to the network engineer

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

					staff.
H1.8	The Vendor shall patch the databases and services on the servers.	M	Y	S	NHHA shall ensure review and apply database and operating system patches regularly.
H1.9	The Vendor shall monitor system, security and application logs.	M	Y	S	System, security and application logs are maintained for appropriate review.
H1.10	The Vendor shall provide network redundancy.	M	Y	S	All of the servers are dual homed to the network backbone, and the backbone consists of redundant switches, routers and firewalls.
H1.11	The hosting server for the State be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance?	M	Y	S	Yes, the hosting server will be available 24 hours a day, 7 days a week, except for scheduled maintenance.
Disaster Recovery					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y	S	
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State Data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	S	
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, Systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate Services however, these failed components will have to be replaced.	M	Y	S	
H2.4	Vendor shall adhere to a defined and documented back-up Schedule and procedure.	M	Y	S	



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024

ATTACHMENT C-2 REQUIREMENTS

HOSTING-CLOUD REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
H2.5	Back-up copies of Data are made for the purpose of facilitating a restore of the Data in the event of Data loss or System failure.	M	Y	S	
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, the servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure Data Recovery in the event of disaster.	M	Y	S	
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y	S	
H2.8	Tapes or other back-up media must be securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.	M	Y	S	
H2.9	If State Data is personally identifiable, Data must be encrypted in the operation environment and on back up media.	M	Y	S	
H2.10	Data Recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of Database logs in addition to backup media in the restoration of the Database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the Database with a frequency to match the business needs.	M	Y	S	
Network Architecture					
H3.1	The Vendor must provide Services through a network offering adequate performance to meet the business requirements of the State.	M	Y	S	
H3.2	The System application must be accessible to users 99% of the time.	M	Y	S	
Hosting Security					

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024

ATTACHMENT C-2 REQUIREMENTS

H4.1	The Vendor shall employ security measures ensure that the State's Data are protected.	M	Y	S	
H4.2	If State Data is hosted on multiple servers, Data exchanges between and among servers must be encrypted.	M	Y	S	

HOSTING-CLOUD REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
H4.3	All servers and devices must have currently-supported and Hardened Operating Systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y	S	
H4.4	All components of the infrastructure shall be Reviewed and tested to ensure they protect the State's Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y	S	
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology. All Software and hardware shall be free of malicious code.	M	Y	S	
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y	S	
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Y	S	
H4.8	The Vendor shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y	S	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

H4.9	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.	M	Y	S	
H4.10	The Operating System and the Data base should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA	M	Y	S	The solution is currently NIST compliant as recommended by the HHS and the Office for Civil Rights to meet HIPAA security requirements.
H4.11	The Data Center shall be physically secured with restricted access to the site to personnel with controls such as biometric, badge, and other security solutions.	M	Y	S	The data center is restricted to authorized personnel using badge security, and racks are locked.

HOSTING-CLOUD REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
H4.11	The Vendor shall provide fire detection and suppression System, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility must include but not be limited to, power conditioning, HVAC, UPS, generator.	M	Y	S	
Service Level Agreement (SLA)					
	The Vendor response time for user support shall conform to the specific deficiency class as described below: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate	M	Y	S	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

H5.5	<p>and require re-performance of the Service.</p> <ul style="list-style-type: none"> o Class B Deficiency - System - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - System - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 				
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HOSTING-CLOUD REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
H5.6	User support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action.	M	Y	S	
H5.7	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	S	
H5.8	The Vendor shall guarantee 99.0% uptime, exclusive of the regularly scheduled maintenance window	M	Y	S	
	If The Vendor is unable to meet the 99.0% uptime requirement, The Vendor shall credit State's account in an amount based	M	Y	S	



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Uniform Health Facilities Discharge Data System (UHFDDS)
CONTRACT 2016-024
ATTACHMENT C-2 REQUIREMENTS

H5.9	upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.				
H5.10	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Y	S	
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract Term, and any extensions thereof.	M	Y	S	
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:30pm- Monday thru Friday ET;	M	Y	S	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in the Terms and Definitions.	M	Y	S	

HOSTING-CLOUD REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
S1.6	The Vendor will guide the State with possible Solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y	S	
For System Users:					
The System shall allow for the System users to:					
O1.1	Have System access (limited and based on role)	M	Y	S	
O1.2	Have a unique role-based login consisting of a username and password to access secured features of the Data System	M	Y	S	
O1.3	Have a self-service user login/password reset feature	M	Y	S	
Hosting/Support/Training Services					
Vendor Shall:					
O2.1	Provide on-call support to the users (hospital and State) State via email/telephone during the State's regular business hours (8am – 4:30pm ET (Eastern Time), Monday through Friday)	M	Y	S	
O2.2	Provide troubleshooting Services as needed	M	Y	S	

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 Uniform Health Facilities Discharge Data System (UHFDDS)
 CONTRACT 2016-024

ATTACHMENT C-2 REQUIREMENTS

O2.3	Provide Documentation as well as Documentation updates, to include user manuals, System Documentation (logical and physical), and System Operations.	M	Y	S	
O2.4	Accommodate the training needs of hospital and State users via web-conferencing as needed and/or refreshers.	M	Y	S	
O2.5	Provide Services for patches and upgrades on test System before promoting to Production servers.	M	Y	S	
Maintenance Services:					
	Vendor Shall:				
O3.1	Provide defect/bug fix correction	M	Y	S	
O3.2	Provide QA testing for bug fixes	M	Y	S	
O3.3	Provide patching and/or upgrades of all Software	M	Y	S	
O3.4	Provide Security evaluation (penetration testing per the Contract)	M	Y	S	

HOSTING-CLOUD REQUIREMENTS

State Requirements					
Req #	Requirement Description	Criticality			
Transition Services:					
O4.1	Provide for a transition of Services from the State to the Vendor at the start of Contract and provide for a transition of Services from the Vendor to another party at Contract end.	M	Y	S	

PROJECT MANAGEMENT

State Requirements					
Req #	Requirement Description	Criticality			
General Project Management					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y	S	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Y	S	
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated as needed.	M	Y	S	
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred Contract inception to date, work completed since last status report, work to be completed before next status report, Project risks, issues, & concerns, and Projected travel.	M	Y	S	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. Documentation will be provided in Microsoft Office products, e.g., Word, Excel, Power Point, etc.	M	Y	S	
P1.6	Vendor shall participate in monthly Status Calls or Meetings as determined by the State. Purpose is to Review the Monthly Status Report and discuss significant accomplishments and upcoming activities. Meetings will be no more than 2 hours in duration.	M	Y	S	
P1.7	Vendor shall participate in a Project Wrap-up meeting to present the as delivered product design, results of the User Acceptance Test, and lessons learned that may provide insights for the State for similar future procurements.	M	Y	S	
P1.7	Vendor shall produce draft notes and minutes for all meetings and calls with State Project Team.	M	Y	S	

PROJECT MANAGEMENT

State Requirements					
Req #	Requirement Description	Criticality			
On-Going Project Management					
P1.9	Vendor shall participate in weekly status calls with the State's Project Manager to discuss issues and concerns related to day-to-day Data collection and processing.	M	Y	S	
P1.10	Vendor shall develop a draft agenda for the status calls	M	Y	S	
P1.11	Vendor shall produce draft notes for the weekly status calls.	M	Y	S	
P1.12	Vendor shall participate in a Monthly Status Meeting with the State's Project Manager to Review Project accomplishments, Projected work, issues, concerns, and action items.	M	Y	S	
P1.13	Vendor shall develop a draft agenda for the Status Meetings.	M	Y	S	
P1.14	Vendor shall produce draft notes for the Monthly Status Meetings.	M	Y	S	
P1.15	Vendor shall develop and maintain a Work Plan and Timeline for the activities related to the collection and processing of each year's Data files.	M	Y	S	
P1.16	Vendor shall produce draft notes and minutes for all meetings and calls with State Project Team.	M	Y	S	
P1.17	Vendor shall develop and maintain an Action Item and Issue Log.	M	Y	S	
P1.18	Vendor shall establish and maintain a Decision Log to capture and archive decisions that impact the collection and processing of the Data files.	M	Y	S	