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Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

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February 11, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a provider agreements to make unencumbered payments not to exceed \$1,397,500 for the provision of core medical services listed below to clients enrolled NH CARE Program, effective upon Governor and Council approval through June 30, 2024. 95% Other Funds from the Pharmaceutical Rebates; 5% General Funds

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, and 2024, 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.

The shared price limitations among all services are as follows:

- \$487,500 for Oral Health Services
- \$162,500 for Mental Health and Substance Use Disorder Counseling and Treatment
- \$487,500 for Outpatient/Ambulatory Health Services
- \$65,000 for TBFA Medication Treatment Services
- \$97,500 for Home and Community-based Health Services
- \$97,500 for Home Health Care Services

See attached fiscal details.

EXPLANATION

The purpose of this request is to assure access to care for financially eligible individuals living with Human Immunodeficiency Virus (HIV)/Acquired Immune Deficiency Syndrome (AIDS) and for financially eligible individuals with active tuberculosis, suspect active tuberculosis, or high-risk latent Tuberculosis infection (LTBI). In accordance with the Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) rules and with the Centers for Disease Control and Prevention (CDC) Tuberculosis Financial Assistance Program (TBFA) rules, the New Hampshire Ryan White CARE Program (NH CARE Program) is subject to the federal mandate to implement contractual agreements with core medical service providers. Core medical providers are subject to maintaining nationally accepted

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fiscal, programmatic, and monitoring standards established by HRSA. Federal and CDC regulations also require that NH CARE Program funds be used as a payer of last resort.

The Department previously awarded twelve (12) contracts that were approved by Governor and Executive Council, through a Request for Application (RFA) that was posted to the Department's external website on April 20, 2018. It is a legislative requirement of the HHS, HAB, HRSA for the NH CARE Program to have a method for providers to apply to be a part of the program. It was identified through the RFA process that the providers experienced administrative constraints with the RFA process and requirements, which has hindered the number of providers the Department has been able to contract with, further expanding the gaps in services for people living with HIV/AIDS in the state. In order to increase the amount of providers that participate in this program, the Department identified the provider agreements as the most accessible method. The link to provider agreements, will be posted on the external Department's website.

The Division of Public Health Services is requesting authority to make unencumbered payments to the participating providers that choose to engage in this joint effort, in accordance with the attached Provider Agreement that has been reviewed and approved by the Attorney General's Office. Given the large number of potential providers, this requested action will result in a more streamlined and efficient contracting process, which will prevent delays in the delivery of such important medical services.

The services in these agreements will promote the goals of the National HIV/AIDS Strategy and maintain a continuum of care in order to reduce HIV related health disparities and the occurrence of negative health outcomes. The program currently provides services to approximately 575 to 625 clients statewide, the Department anticipates providing services to the same number of individuals.

According to the New Hampshire Integrated HIV Prevention and Care Plan 2017-2021, the Department has identified gaps in core medical services for people living with HIV/AIDS in the state. The Department aims to minimize these gaps in services with this procurement; therefore, the procurement remains open until further notice, allowing optimal coverage for the state.

Funds in this agreement will be used to provide core medical services to individuals who are enrolled in the New Hampshire CARE Program, which is designed to increase accessibility to health care and support services for those living with HIV/AIDS. The NH CARE Program receives funding from the HRSA, Ryan White HIV/AIDS Program, Part B for outpatient ambulatory health services, mental health counseling and substance misuse treatment, oral health, and home health care services. HRSA funding is in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. The intent of the legislation and federal funding is to assure access to care for financially eligible individuals living with HIV/AIDS.

As a recipient of this federal funding, the NH CARE Program is subject to the federal mandate to implement contractual agreements with service providers and to maintain nationally accepted fiscal, programmatic, and monitoring standards established for core medical services and the NH Tuberculosis Financial Assistance (TBFA) by the Health Resources and Services Administration (HRSA) and the Centers for Disease Control and Prevention. The services will encompass four core medical services along with TBFA services, which are described below:

- **Oral Health Care Services**

The Contractors will act as representatives of the NH CARE Program to provide oral health services to individuals enrolled in the NH CARE Program through dental health care professionals that are licensed by the New Hampshire Board of Dental Examiners,

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including, but not limited to: outpatient diagnosis, preventive dental assessments and treatments, restorative dental care, and if applicable, oral surgery.

- **Mental Health & Substance Use Disorder Counseling and Treatment Services**

The Contractors will act as representatives of the NH CARE Program to provide outpatient mental health and/or substance use disorder counseling and treatment to enrolled NH CARE Program clients through mental health professionals licensed (or authorized within the state of New Hampshire) professionals.

- **Outpatient/Ambulatory Health Services.**

The Contractors will act as representatives of the NH CARE Program to provide outpatient/ambulatory health services, including medical visits, laboratory testing, and medical tests through a licensed healthcare provider.

- **Tuberculosis Treatment Services - TBFA**

The Contractor will provide outpatient/ambulatory tuberculosis medication treatment assistance, including medical visits, laboratory testing, and medical tests to clients who have active tuberculosis, suspect active tuberculosis, or high-risk latent tuberculosis infection and as a case management option Directly Observed Therapy (DOT) including when reasonable by a video DOT monitoring system through a licensed healthcare provider.

- **Home & Community-Based Health Services.**

The Contractor will act as a representative of the NH CARE to provide skilled nursing visits, rehabilitation services, and homemaker services through professionals licensed/certified by state and/or federal agencies.

- **Home Health Care Services.**

The Contractor will act as a representative of the NH CARE to provide home health care for clients that are homebound.

The performance results of this program are measured by the number of New Hampshire CARE Program clients that actually receive services. The following performance measures and contract monitoring procedures will be used to measure the effectiveness of the agreement:

- Annual site visits will be conducted by Department, Division of Public Health Services (DPHS) staff members, and NH CARE Program approved professionals at the places of business in which the Contractors provide contracted services.
- The Contractors will participate in periodic technical assistance monitoring calls with the Division of Public Health Services (DPHS).
- The total number of New Hampshire CARE Program clients that receive oral health care services will be measured and reported to the Department.
- The total number of New Hampshire CARE Program clients that receive mental health and substance use disorder counseling and treatment services will be measured and reported to the Department.

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- The total number of New Hampshire CARE Program clients that receive outpatient/ambulatory health care services will be measured and reported to the Department.
- The total number of New Hampshire CARE Program clients that receive home and community-based health services will be measured and reported to the Department.
- The total number of clients enrolled in the New Hampshire Tuberculosis Financial Assistance Program (NH TBFA) will be measured and reported to the Department.

Should the Governor and Executive Council not authorize this request, federal regulations and monitoring standards may not be met. Additionally, eligible New Hampshire residents living with HIV and NH TBFA clients may not receive necessary health care services such as; treatment for dental, mental health; substance use disorder, outpatient/ambulatory care, home and community-based health care services and tuberculosis care.

Area served: Statewide

Source of Funds: 95% Other Funds from the Pharmaceutical Rebates; 5% General Funds

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

Respectfully submitted,

DocuSigned by:
Ann H. N. Landry
248AB37E08EB488...

Ann H. Landry
Associate Commissioner

Fiscal Details for NH CARE Program

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

<u>Oral Health Care Services</u>				
State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2021	530-500371	Drug Rebates	90024608	\$37,500
2022	530-500371	Drug Rebates	90024608	\$150,000
2023	530-500371	Drug Rebates	90024608	\$150,000
2024	530-500371	Drug Rebates	90024608	\$150,000
			Subtotal	\$487,500
<u>Outpatient/Ambulatory Health Services</u>				
State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2021	530-500371	Drug Rebates	90024607	\$37,500
2022	530-500371	Drug Rebates	90024607	\$150,000
2023	530-500371	Drug Rebates	90024607	\$150,000
2024	530-500371	Drug Rebates	90024607	\$150,000
			Subtotal	\$487,500
<u>Mental Health and Substance Use Disorder Care Services</u>				
State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2021	530-500371	Drug Rebates	90024609	\$12,500
2022	530-500371	Drug Rebates	90024609	\$50,000
2023	530-500371	Drug Rebates	90024609	\$50,000
2024	530-500371	Drug Rebates	90024609	\$50,000
			Subtotal	\$162,500
<u>Home and Community-Based Health Services</u>				
State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2021	530-500371	Drug Rebates	90024604	\$7,500
2022	530-500371	Drug Rebates	90024604	\$30,000
2023	530-500371	Drug Rebates	90024604	\$30,000

Fiscal Details for NH CARE Program

2024	530-500371	Drug Rebates	90024604	\$30,000
			Subtotal	\$97,500
<u>Home Health Care Services</u>				
State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2021	530-500371	Drug Rebates	90024605	\$7,500
2022	530-500371	Drug Rebates	90024605	\$30,000
2023	530-500371	Drug Rebates	90024605	\$30,000
2024	530-500371	Drug Rebates	90024605	\$30,000
			Subtotal	\$97,500

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

<u>Tuberculosis Financial Assistance (TBFA) Medication Treatment Services</u>				
State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2021	546-500389	General Funds	90020006	\$5,000
2022	546-500389	General Funds	90020006	\$20,000
2023	546-500389	General Funds	90020006	\$20,000
2024	546-500389	General Funds	90020006	\$20,000
			Subtotal	\$65,000
			Total	\$1,397,500

**New Hampshire Department of Health and Human Services
Provider Agreement for the NH Care Program**



PROVIDER AGREEMENT

This Agreement dated this _____ day of _____, 20____, is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, New Hampshire Comprehensive Acquired Immune Deficiency Syndrome Resources Emergency (CARE) Program (hereinafter referred to as the "State") and _____ (Vendor # _____), with a principal place of business of _____, (hereinafter referred to as the "Contractor"). This Agreement is effective upon the signature of both parties and the completion date is June 30, 2024 unless terminated earlier in accordance with Sections 9 and 11 below.

WHEREAS, the State seeks to enter into a Provider Agreement for the provision of services for individuals enrolled in the New Hampshire CARE Program;

WHEREAS, the Contractor seeks to provide New Hampshire CARE Program services in accordance with the terms and conditions set forth below; and

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

1. SCOPE OF SERVICES

- 1.1. The Contractor shall provide one or more of the following services for individuals enrolled in the New Hampshire CARE Program:
 - 1.1.1 Appendix A = Oral Health Care Services to provide necessary dental treatment.
 - 1.1.2 Appendix B = Mental Health and Substance Use Disorder Care Services.
 - 1.1.3 Appendix C = Outpatient/Ambulatory Health Services and Tuberculosis Financial Assistance (TBFA) Medication Treatment Services in accordance with the TBFA Program.
 - 1.1.4 Appendix D = Home and Community-Based Health Services.
 - 1.1.5 Appendix E = Home Health Care Services.
- 1.2. Per CFR 45 CFR74.51 and 45 CFR92.40 the Contractor is an extension of the Department; therefore, shall adhere to all applicable legislative and programmatic requirements when providing services, in accordance with and not limited to:
 - 1.2.1. The Ryan White Comprehensive Acquired Immune Deficiency Syndrome Resources Emergency (CARE) Act legislation, administered by the U.S. Department of Health and Human Services (HHS), the Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) and when applicable the Tuberculosis Financial Assistance (TBFA) Program
<https://www.dhhs.nh.gov/dphs/cdcs/tb/eligibility.htm>.

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- 1.2.2. HRSA National Monitoring Standards, as instructed by the Division of Public Health (DPHS), which are available online at:
- 1.2.2.1. Standards of Care for New Hampshire HIV/AIDS Services
<https://www.dhhs.nh.gov/dphs/bchs/std/documents/care-stds-of-care.pdf>
- 1.2.2.2. Fiscal Standards
<https://www.dhhs.nh.gov/dphs/bchs/std/documents/care-fiscalb-checklist.pdf>
- 1.3. The Contractor shall ensure that funds are utilized for their intended purpose and are expended in compliance with requirements set forth in HRSA National Monitoring Standards, as instructed by the Department.
- 1.4. The Contractor agrees that, to the extent future state or federal legislative action or court orders may have an impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.5. The Contractor shall participate in an annual site visit conducted by the NH Division of Public Health Services (DPHS) staff in accordance with the Standards of Care for New Hampshire HIV/AIDS Services
<https://www.dhhs.nh.gov/dphs/bchs/std/documents/care-stds-of-care.pdf>, and Appendix F, Core Medical Services Annual Monitoring Site Visit Process.
- 1.6. The Contractor shall participate in periodic Technical Assistance (TA) monitoring calls with the State.
- 1.7. The Contractor shall process, transmit and store client level data in a secure, electronic format as specified by the program or if reasonable via CAREWare for the completion of annual reports.
- 2. FEE SCHEDULE AND PAYMENT CONDITIONS**
- 2.1. The Contractor shall maximize billing to private and commercial insurances, Medicare and Medicaid, for all reimbursable services rendered. The State is the "payer of last resort" and does not pay for drugs, diagnostics, or monitoring services that would otherwise be paid for by Medicaid, Medicare, or any other medical insurance program or policy. Services provided under this Agreement will be reimbursed at NH Medicaid rates.
- 2.2. The Contractor shall comply with the NH CARE Program Schedule of Fees policy. The NH CARE Program has a schedule of charges policy that discounts all fees and charges \$0 dollars for all clients. The Contractor shall not charge the client any additional costs.
- 2.3. This agreement is one of multiple agreements with Contractors that will provide services to individuals enrolled in the NH CARE Program which provides financial assistance for medical services to uninsured and underinsured NH residents living with Human Immunodeficiency Virus (HIV). No maximum or

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minimum service volume is guaranteed. Accordingly, the total price limitation for services among all agreements is listed below by the type of services rendered:

- 2.1.1 Oral Health Services = \$487,500
- 2.1.2 Mental Health & Substance Use Disorder Care Services = \$162,500
- 2.1.3 Outpatient/Ambulatory Health Services = \$487,500
- 2.1.4 TBFA Medication Treatment Services = \$65,000.
- 2.1.5 Home and Community-Based Health Services = \$97,500
- 2.1.6 Home Health Care Services = \$97,500

- 2.4. The funding source for this agreement for Oral Health Care Services, Outpatient/Ambulatory Health Services, Mental Health & Substance Use Disorder Care Services, Home and Community-Based Health Services, Home Health Care Services and TBFA Medication Treatment Services are 95% Other Funds and 5% General Funds in the amounts identified below:

- 2.1.7 Funds for Oral Health Care Services are anticipated to be available in the amounts of \$37,500 for State Fiscal Year 2021, \$150,000 for State Fiscal Year 2022, \$150,000 for State Fiscal Year 2023, and \$150,000 for State Fiscal Year 2024 across all Contractors statewide.
- 2.1.8 Funds for the NH CARE Program Outpatient/Ambulatory Health Services are anticipated to be available in the amounts of \$37,500 for State Fiscal Year 2021, \$150,000 for State Fiscal Year 2022, \$150,000 for State Fiscal Year 2023, and \$150,000 for State Fiscal Year 2024 across all Contractors statewide. Settings are limited to outpatient/ambulatory, acute inpatient, and urgent care; emergency room services will not be covered.
- 2.1.9 Funds for the NH CARE Program TBFA Medication Treatment Services are anticipated to be available in the amounts of \$5,000 for State Fiscal Year 2021, \$20,000 for State Fiscal Year 2022, \$20,000 for State Fiscal Year 2023, and \$20,000 for State Fiscal Year 2024 across all Contractors statewide. Settings are limited to outpatient/ambulatory, acute inpatient, and urgent care; emergency room services will not be covered.
- 2.1.10 Funds for Mental Health & Substance Use Disorder Care Services are anticipated to be available statewide for these services, in the amounts of \$12,500 for State Fiscal Year 2021, \$50,000 for State Fiscal Year 2022, \$50,000 for State Fiscal Year 2023, and \$50,000 for State Fiscal Year 2024 across all Contractors statewide. Settings

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are limited to outpatient services; inpatient room services will not be covered.

- 2.1.11 Funds for NH CARE Program Home and Community-Based Health Services are anticipated to be available in the amounts of \$7,500 for State Fiscal Year 2021, \$30,000 for State Fiscal Year 2022, \$30,000 for State Fiscal Year 2023, and \$30,000 for State Fiscal Year 2024 across all Contractors statewide. Services will be limited to rehabilitation services (refer to section 2.6. Allowable use of funds below).
- 2.1.12 Funds for NH Home Care Health Services are anticipated to be available in the amounts in the amounts of \$7,500 for State Fiscal Year 2021, \$30,000 for State Fiscal Year 2022, \$30,000 for State Fiscal Year 2023, and \$30,000 for State Fiscal Year 2024 across all Contractors statewide.
- 2.5. Services provided outside of enrollment periods will not be reimbursed. Refer clients to their Medical Case Manager as needed to re-enroll in the NH CARE Program.
- 2.6. Allowable uses of funds: Financial support for Core Medical Services comes from the Health Resources Services Administration (HRSA), HIV/AIDS Bureau (HAB), Ryan White HIV/AIDS Program (RWHAP) Part B. Therefore, funds must adhere to the allowable costs as outlined by HRSA in Ryan White HIV/AIDS Program (RWHAP) Program Services: Eligible Individuals & Allowable Uses of Funds Policy Clarification Notice (PCN) #16-02, which may be accessed at the following address (and as updated):
https://hab.hrsa.gov/sites/default/files/hab/program-grants/management/ServiceCategoryPCN_16-02Final.pdf
- 2.7. Payments shall be made as follows:
- 2.8. The Contractor shall submit completed invoices, as provided by the State, no later than thirty (30) days from the date services are provided.
- 2.9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov, or invoices may be mailed to:

NH CARE Program
Bureau of Infectious Disease Control
Department of Health and Human Services
Division of Public Health
29 Hazen Drive
Concord, NH 03301
Fax: 603-271-4934
- 2.10. Subject to the Contractor's compliance with the terms and conditions of this Agreement, the State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

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- 2.11. The Contractor shall submit the final invoice no later than forty (40) days after June 30, 2024.
- 2.12. The Contractor shall keep detailed records of their contracted services related to Department of Health and Human Services funded programs and services.
- 2.13. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily provided.

3. CONDITIONAL NATURE OF AGREEMENT

- 3.1. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached.

4. PERSONNEL

- 4.1. The Contractor shall, at its own expense, provide all personnel necessary to perform the Services in this Agreement. 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.
- 4.2. The Contractor shall provide a copy of administrator, clinical coordinator or any staff person essential to carrying out the contracted services resumes with Agreement.
- 4.3. The Contractor shall notify the NH CARE Program and TBFA Program in writing of any newly hired administrator, clinical coordinator, or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5. COMPLIANCE WITH LAWS AND REGULATIONS

- 5.1. In connection with the performance of the Services, the Contractor shall comply with all applicable 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 the Health Insurance Portability and Accountability Act, HIPAA; Pub. L. 104-191, 110 Stat. 1936 (1996), the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 5.2. During the term of this Agreement, the Contractor shall not discriminate against

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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.

- 5.3. The Contractor 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.

6. DATA MANAGEMENT REQUIREMENTS

- 6.1 The Contractor shall manage all confidential information and confidential data related to this Agreement in accordance with the terms of Exhibit A, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

7. ASSIGNMENT/DELEGATION/SUBCONTRACTS

- 7.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
- 7.2 The Contractor shall not subcontract any contracted services without prior written notice and written consent by the State. None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

8. LANGUAGE ASSISTANCE SERVICES

- 8.1 The Contractor shall provide language assistance services to any clients who have limited English proficiency and/or a hearing impairment to ensure meaningful access to services provided under this Agreement. The Contractor shall submit to the State a detailed description of the language assistance services they will provide within ten (10) days of the effective date of this Agreement.

9. EVENT OF DEFAULT/REMEDIES

- 9.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 9.2 Failure to perform the Services satisfactorily or on schedule;
- 9.3 Failure to submit any report required hereunder; and/or

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- 9.4 Failure to perform any other covenant, term or condition of this Agreement.
- 9.5 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 9.5.1 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 9.5.2 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;
 - 9.5.3 Give the Contractor a written notice specifying the Event of Default and 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
 - 9.5.4 Give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
 - 9.5.5 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.

10. INDEMNIFICATION

- 10.1 Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 10.1 shall survive the termination of this

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Provider Agreement for the NH Care Program**



Agreement.

11. TERMINATION

- 11.1 Notwithstanding paragraph 8, either party may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the other party that they are exercising the option to terminate the Agreement.

12. INSURANCE

- 12.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 12.2 Commercial 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 or excess; and
- 12.3 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.
- 12.4 The Contractor shall furnish to the Department 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 Department of Health and Human Services, Bureau of Contracts and Procurements, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

13. WORKERS' COMPENSATION

- 13.1 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").
- 13.2 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. The Contractor shall furnish the Department of Health and Human Services, Bureau of Contracts and Procurements, 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

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the Services under this Agreement.

14. CHOICE OF LAW AND FORUM

14.1 This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

15. CONTRACTOR'S RELATION TO THE STATE

15.1 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, worker's compensation or other emoluments provided by the State to its employees.

16. THIRD PARTIES.

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

17. SEVERABILITY

17.1 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.

18. HEADINGS

18.1 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.

19. ENTIRE AGREEMENT

19.1 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services
Provider Agreement for the NH Care Program



DocuSigned by:
Lisa M. Morris
D938DBFB6CA54A0...

2/24/2021

Lisa Morris, Director
NH Division of Public Health Services

Date

DocuSigned by:
Ann H. N. Landry
24BA837ED8EB488...

3/5/2021

Ann Landry, Associate Commissioner
NH Department of Health and Human Services

Date

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Catherine Pinos
D5CA9202E32C4AE

3/8/2021

Date

Name: Catherine Pinos

Title: Attorney

I hereby certify that the preceding Provider Agreement 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
NH CARE Oral Health Care Services



APPENDIX A
Oral Health Care Services

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall ensure oral health services are provided by a New Hampshire Board of Dental Examiners licensed professional and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this agreement.
- 1.2. The Contractor shall provide oral health services to individuals enrolled in the NH CARE Program in accordance with the Standards of Care for New Hampshire HIV/AIDS Services, which may be accessed at the following address: <https://www.dorahhs.nh.gov/dphs/bchs/std/documents/care-stds-of-care.pdf>.
- 1.3. The Contractor shall provide preventive dental assessments and treatments, restorative dental care, and if applicable oral surgery, to individuals who are enrolled in the NH CARE Program.
- 1.4. The Contractor shall provide outpatient oral health services to individuals enrolled in the NH CARE Program, in accordance with section 2 below, the NH CARE Program Dental Fee Schedule which include but are not limited to:
 - 1.4.1. Preventive dental assessments and treatments.
 - 1.4.2. Restorative dental care.
 - 1.4.3. Oral surgery.
- 1.5. The Contractor shall be eligible to apply once a year throughout the contract term for a sub-award of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program sub-award requirements upon the contract effective date.
 - 1.5.1. Sub-awards must be approved by the NH Care Program Manager prior to funds being allocated to the Contractor.

New Hampshire Department of Health and Human Services
NH CARE Oral Health Care Services



APPENDIX A
Oral Health Care Services

2. NH CARE Program Dental Fee Schedule

3. Code	Procedure	Code	Fee	
D 0120	Periodic oral evaluation	0120	41.00	
D 0140	Limited oral evaluation	0140	60.00	
D 0150	Comprehensive oral evaluation	0150	62.00	
D 0160	Detailed and extensive oral eval	0160	124.00	
D 0170	Re-eval, limited problem focused (estab patient)	0170	68.00	
D 0171	Re-eval, post-op office visit	0171	42.00	
D 0180	Comprehensive periodontal eval	0180	51.00	
D 0210	Intraoral-complete series	0210	96.00	
D 0220	Intraoral-Periapical 1st film	0220	15.00	
D 0230	Intraoral-Periapical each additional	0230	10.00	
D 0270	Bitewings – x-ray	0270	17.00	
D 0272	Bitewings - two films	0272	25.00	
D 0273	Bitewings- three films	0273	35.00	
D 0274	Bitewings - four films	0274	45.00	
D 0330	Panoramic film	0330	83.00	
D 1110	Prophylaxis adult	1110	85.00	
D 1120	Prophylaxis child	1120	38.00	
D 1208	Topical application of Fluoride	1208	35.00	
D 1320	Smoking Cessation Counseling	1320	54.00	
D 1330	Oral hygiene instruction	1330	37.00	
D 2140	Amalgam - 1 surface	2140	150.00	
D 2150	Amalgam - 2 surface	2150	155.00	
D 2160	Amalgam - 3 surface	2160	180.00	
D 2161	Amalgam - 4/4+ surface	2161	200.00	
D 2330	Resin-1 surface anterior	2330	131.00	
D 2331	Resin-2 surface anterior	2331	143.00	
D 2332	Resin-3 surface anterior	2332	147.00	
D 2335	Resin-4/4+ surface anterior	2335	165.00	
D 2391	Resin-1 surface posterior	2391	150.00	
D 2392	Resin-2 surf. posterior	2392	155.00	
D 2393	Resin-3 surface posterior	2393	180.00	
D 2394	Resin-4/4+ surface posterior	2394	200.00	
D 2543	Onlay – metallic 3-surface	2543	924.00	
D 2740	Crown	2740	825.00	
D 2750	Crown	2750	825.00	
D 2751	Crown	2751	775.00	
D 2752	Crown	2752	775.00	

**New Hampshire Department of Health and Human Services
NH CARE Oral Health Care Services**



**APPENDIX A
Oral Health Care Services**

D 2790	Crown	2790	775.00	
D 2791	Crown	2791	775.00	
D 2792	Crown	2792	775.00	
D 2920	Crown (re-cementing)	2920	104.00	
D 2940	Sedative filling	2940	75.00	
D 2950	Core build up	2950	250.00	
D 2954	Prefab post and core	2954	296.00	
D 3310	Root Canal	3310	775.00	
D 3320	Root Canal	3320	775.00	
D 3330	Root Canal	3330	775.00	
D 3347	Root Canal, previous RCT- pre molar	3347	1145.00	
D 3348	Root Canal, previous RCT- molar	3348	1090.00	
D 4341	Scaling-root planing (per quadrant)	4341	100.00	
D 4342	Limited perio scaling	4342	152.00	
D 4355	Full mouth debridement	4355	90.00	
D 4910	Periodontal maintenance	4910	120.00	
D 5110	Complete denture- maxillary (updated)	5110	1,233.00	
D 5120	Complete denture- mandibular (updated)	5120	1,233.00	
D 5130	Immediate denture- maxillary (updated)	5130	1,537.00	
D 5140	Immediate denture- mandibular (updated)	5140	1,537.00	
D 5211	Maxillary partial- resin base	5211	799.00	
D 5212	Maxillary partial- resin base	5212	799.00	
D 5213	Max partial- cast metal w/resin	5213	1,300.00	
D 5214	Mandibular partial- cast metal w/resin	5214	1,200.00	
D 5225	Maxillary partial- flexible base	5225	500.00	
D 5226	Mandibular partial- flexible base	5226	500.00	
D 5410	Adjust complete denture, maxillary	5410	50.00	
D 5411	Adjust complete denture, mandibular	5411	50.00	
D 5421	Adjust partial denture, maxillary	5421	50.00	
D 5422	Adjust partial denture, mandibular	5422	50.00	
D 5520	Replace denture teeth	5520	127.00	
D 5610	Repair acrylic denture	5610	173.00	
D 5630	Repair of broken clasp (for partial denture)	5630	171.00	
D 5640	Replace broken tooth on partial	5640	149.00	
D 5650	Add tooth to existing partial denture	5650	196.00	
D 5670	Replace all teeth/acrylic on cast metal framework	5670	359.00	
D 5730	Reline complete denture	5730	300.00	
D 5750	Reline complete maxillary denture	5750	244.00	
D 5751	Reline complete mandibular denture	5751	244.00	
D 5760	Reline maxillary partial denture	5760	99.00	
D 5761	Reline mandibular partial denture	5761	99.00	

**New Hampshire Department of Health and Human Services
NH CARE Oral Health Care Services**



**APPENDIX A
Oral Health Care Services**

D 6240	Fixed partial denture pontics- porcelain to metal	6240	1,052.00	
D 6245	Pontic- porcelain/ceramic	6245	961.00	
D 6548	Retainer- porcelain/ceramic - resin-bonded fixed prosthesis	6548	573.00	
D 6740	Retainer Crown - porcelain/ceramic	6740	914.00	
D 6750	Fixed partial denture retainer- porcelain to metal	6750	1,035.00	
D 7140	Extraction- erupted/exposed	7140	150.00	
D 7210	Extraction- surgical-implant bony	7210	225.00	
D 7240	Removal of impacted tooth	7240	348.00	
D 7250	Surgical removal of roots	7250	276.00	
D 7261	Removal impacted tooth w/complications	7261	225.00	
D 7285	Biopsy of oral tissue- hard	7285	450.00	
D 7286	Biopsy of oral tissue- soft	7286	259.00	
D 7310	Alveoloplasty - per quadrant	7310	275.00	
D 7311	Alveoloplasty w/extraction. 1-3 teeth/spaces per quadrant	7311	143.00	
D 7321	Alveoloplasty without extractions	7321	341.00	
D 7472	Removal of torus palatinus mandibular- 2 quadrants	7472	400.00	
D 7473	Removal of torus mandibularis- 2 quadrants	7473	400.00	
D 7510	Incision and drainage of abscess	7510	150.00	
D 8680	Ortho retention appliance (retainer)	8680	316.00	
D 8695	Removal of fixed ortho appliance	8695	156.00	
D 9110	Palliative Tx of dental pain	9110	33.00	
D 9220	General anesthesia (first 30 min.)	9220	100.00	
D 9221	General anesthesia (each additional 15 min.)	9221	40.00	
D 9230	Inhalation of nitrous oxide/analgesia anxiolytics	9230	71.00	
D 9241	Intravenous conscious sedation/first 30 min	9241	100.00	
D 9242	Intravenous conscious sedation/each additional 30 min	9242	40.00	
D 9310	Dental consultation	9310	68.00	
D 9612	Parenteral drug injection @ 77.00 each	9612	77.00	
D 9910	Application of Desensitizing Medicament	9910	57.00	
D 9940	Mouth guard (impressions, labor, lab fee 100.00)	9940	110.00	

New Hampshire Department of Health and Human Services
NH CARE Mental Health & Substance Use Disorder Counseling and Treatment Services



APPENDIX B

Mental Health & Substance Use Disorder Care Services

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall ensure mental health and/or substance use disorder Care services are provided by New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this agreement.
- 1.2. The Contractor shall provide outpatient Mental Health and/or Substance Use Disorder Care services, as outlined in the Standards of Care for New Hampshire HIV/AIDS Services
<https://www.dhhs.nh.gov/dphs/bchs/std/documents/care-stds-of-care.pdf>.
- 1.3. The Contractor shall notify the NH CARE Program in writing of any newly hired administrator, clinical coordinator, or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.
- 1.4. The Contractor shall be eligible to apply once a year throughout the contract term for a micro-grant of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program micro-grant requirements upon the contract effective date.
 - 1.4.1. Sub-awards must be approved by the NH Care Program Manager prior to funds being allocated to the Contractor.

New Hampshire Department of Health and Human Services
NH CARE Outpatient/Ambulatory Health & Tuberculosis Care Services



APPENDIX C

Outpatient/Ambulatory Health & TBFA Services

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall provide outpatient/ambulatory health services to individuals enrolled in the NH CARE Program in accordance with the Standards of Care for New Hampshire HIV/AIDS Services, which may be accessed at the following address:

<https://www.dorahhs.nh.gov/dphs/bchs/std/documents/care-stds-of-care.pdf>.

- 1.2. The Contractor shall provide outpatient/ambulatory health services, which includes, but is not limited to:

- 1.2.1. Medical visits
- 1.2.2. Laboratory testing
- 1.2.3. Diagnostic testing
- 1.2.4. Preventive care and screening
- 1.2.5. Treatment adherence
- 1.2.6. Education and counseling on health and prevention issues
- 1.2.7. Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology

- 1.3. The Contractor shall provide as discretionary to the Contractor Tuberculosis (TB) related care to individuals enrolled in the NH Tuberculosis Financial Assistance (TBFA) Program, which provides financial assistance for medical services to uninsured and underinsured NH residents with active TB, suspect active TB, high-risk latent TB infection (LTBI) statewide.

- 1.3.1. The Contractor shall follow the Centers for Disease Control and American Thoracic Society's guidelines including: Treatment of Drug-Susceptible Tuberculosis (2016), Treatment of Drug-Resistant Tuberculosis (2019), Guidelines for the Treatment of Latent Tuberculosis Infection (2020), and Guidelines for the Treatment of Preventing Tuberculosis (2005). Guidelines are periodically updated. The Contractor is responsible for utilizing the most recent guidelines which can be accessed on the CDC website: <https://www.cdc.gov/tb/publications/guidelines/default.htm>

**New Hampshire Department of Health and Human Services
NH CARE Outpatient/Ambulatory Health & Tuberculosis Care Services**



APPENDIX C

Outpatient/Ambulatory Health & TBFA Services

- 1.3.2. The Contractor shall follow the New Hampshire Revised Statutes Annotated (RSA) 141C
<http://www.gencourt.state.nh.us/rsa/html/x/141-c/141-c-mrg.htm>
- 1.3.3. The Contractor shall follow the Administrative Rules HeP-301.05
http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html
- 1.3.4. As determined by the Contractor, Directly Observed Therapy (DOT) including when reasonable by a video DOT monitoring system that meets the Department's security and confidentiality requirements.
- 1.4. The Contractor shall be eligible to apply once a year throughout the contract term for a sub-award of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program sub-award requirements upon the contract effective date.

New Hampshire Department of Health and Human Services
NH CARE Home & Community-Based Health & TBFA Services



APPENDIX D

Home & Community-Based Health Services

Scope of Services

1. Scope of Services

- 1.1.1. The Contractor shall provide home and community-based health services to enrolled NH CARE clients in an integrated setting appropriate to the client's needs, based on written plan of care established by a medical care team.
- 1.2. The Contractor shall provide home and community-based health services to individuals enrolled in the NH CARE Program, in accordance with the Standards of Care for New Hampshire HIV/AIDS Services, which may be accessed at the following address:
<https://www.dhhs.nh.gov/dphs/bchs/std/documents/care-stds-of-care.pdf>.
- 1.3. The Contractor shall be eligible to apply once a year throughout the contract term for a sub-award of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program sub-award requirements upon the contract effective date.
 - 1.3.1. Sub-awards must be approved by the NH Care Program Manager prior to funds being allocated to the Contractor.

New Hampshire Department of Health and Human Services
NH CARE Outpatient/Ambulatory Health & Tuberculosis Care Services



APPENDIX E
Home Health Care Services

Scope of Services

1. Scope of Services

- 1.1. The Contractor shall ensure home health care services are provided by a New Hampshire licensed medical professional and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this agreement.
- 1.2. The Contractor shall provide home health services to individuals enrolled in the NH CARE Program, including but not limited to:
 - 1.2.1. Administration of prescribed therapeutics (e.g. intravenous and aerosolized treatment, and parenteral feeding)
 - 1.2.2. Preventive and specialty care
 - 1.2.3. Wound care HIV/AIDS in accordance with PCN 16-02 13
 - 1.2.4. Routine diagnostics testing administered in the home
 - 1.2.5. Other medical therapies
- 1.3. The provision of home health care is limited to clients that are homebound. Home settings do not include nursing facilities or inpatient mental health/substance use disorder treatment facilities.
- 1.4. The Contractor shall provide home health care services to individuals enrolled in the NH CARE Program, in accordance with the Standards of Care for New Hampshire HIV/AIDS Services, which may be accessed at the following address: <https://www.dhhs.nh.gov/dphs/bchs/std/documents/care-stds-of-care.pdf>.
- 1.5. The Contractor shall notify the NH CARE Program in writing of any newly hired administrator, clinical coordinator, or any staff person essential to carrying out the contracted services and include a copy of the individuals resume, within thirty (30) days of hire.

**New Hampshire Department of Health and Human Services
NH CARE Outpatient/Ambulatory Health & Tuberculosis Care Services**



**APPENDIX E
Home Health Care Services**

- 1.6. The Contractor shall be eligible to apply once a year throughout the contract term for a micro-grant of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program micro-grant requirements upon the contract effective date.
- 1.6.1. Sub-awards must be approved by the NH Care Program Manager prior to funds being allocated to the Contractor.



Appendix F

Core Medical Services Annual Monitoring Site Visit Process

New Hampshire Department of Health and Human Services
 NH CARE Core Medical Services, Tuberculosis Financial Assistance & Early Intervention
 Services Annual Site Visit Process

NH CARE CORE MEDICAL SERVICES, TBFA & EIS ANNUAL MONITORING SITE VISIT PROCESS

Annual Monitoring Site Visit Process – NH Ryan White Part B**Purpose of the Site Visit**

The Health Resources Services Administration (HRSA), Health Administration Bureau (HAB), National Monitoring Standards require that the Ryan White HIV/AIDS Program Part B Recipient conduct annual site visits with each Subrecipient to ensure compliance on proper use of federal grant funds and adherence to fiscal, clinical, programmatic, and professional guidelines put in place.

The National Monitoring Standards may be found online:

Fiscal Standards: <https://hab.hrsa.gov/sites/default/files/hab/Global/fiscalmonitoringpartb.pdf>

Program Standards: <http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

Universal Standards:

<https://hab.hrsa.gov/sites/default/files/hab/Global/universalmonitoringpartab.pdf>

Monitoring Standards FAQs: <http://www.ccbh.net/s/programmonitoringfaq.pdf>

Including:

Tuberculosis Care Services subrecipient adherence to the NH statute RSA-141C:

<http://www.gencourt.state.nh.us/rsa/html/X/141-C/141-C-mrg.htm> and **Administrative Rules HeP-301.05:** http://www.gencourt.state.nh.us/rules/state_agencies/he-p.html

Early Intervention services subrecipient adherence to Center for Disease Control and Prevention Routine HIV Guidelines (2006).

NHRWCP Service Provider Responsibility

- Providers are required to maintain an individual case record or medical record for each client served.
- All billed services match services documented in records.
- All records are kept in a secure place and in an organized fashion.
- Providers review and are familiar with service monitoring tools.
- Assembling and preparing all necessary records and materials for completion of the service monitoring tools by the Recipients.
- Have knowledgeable staff available to answer questions that may arise.
- Make available to the Recipient all materials requested during monitoring visit.
- Submit to the Recipient a completed *Site Visit Monitoring Tool* form within one week of receipt of electronic notification of site visit.

NHRWCP – Part B Recipient Responsibility Prior to the Visit

- Providers will be notified electronically no later than fifteen days prior to an on-site visit of the date and time of visit.
- The electronic notification will include confirmation letter, day of site visit agenda, Fiscal and Programmatic Checklists and monitoring tool.



**New Hampshire Department of Health and Human Services
NH CARE Core Medical Services, Tuberculosis Financial Assistance & Early Intervention
Services Annual Site Visit Process**

NH CARE CORE MEDICAL SERVICES, TBFA & EIS ANNUAL MONITORING SITE VISIT PROCESS

- No later than two (2) days before the monitoring site visit the Recipient shall provide a Monitoring Site Visit Random Sample Memo – list of records to be reviewed.

NHRWCP – Part B Recipient Responsibility during the Site Visit

Conduct Opening Discussion

- Upon arrival at the monitoring location, Recipient staff will meet with appropriate provider staff to discuss the purpose of the visit, review prior year monitoring outcomes, and address any questions the provider staff may have. The provider staff will be asked to explain how their charts or electronic medical records are organized so that data is accurately collected.

Perform Monitoring

- Recipient staff will review the requested records and documents as outlined in the site visit conformation letter, using the monitoring tools. A random sample of client records is chosen for review as a means of verifying that services are being provided in accordance with established standards and recorded accurately. In order to ensure efficiency and accuracy of the monitoring process, appropriate provider staff must be available to Recipient staff when needed throughout the monitoring process.

Conducting Closing Discussion

- At the completion of the monitoring site visit, Recipient staff will summarize initial findings, highlighting strengths and areas in which there is opportunity for growth, and also providing direction and offering technical assistance on interim action steps (if necessary). Finally, the provider will be notified that formal written report of the visit will be sent.

NHRWCP – Part B Recipient Responsibility Following the Site Visit

Recipient will send a formal written report of the site visit findings

- A formal written report summarizing the monitoring site visit, including findings and recommendations, will be sent to each provider.

Conduct additional site visits as necessary

- Recipient office reserves the right to conduct additional site visits as necessary to verify the implementation of any recommended quality improvement activities.

Random Sampling

The sample population is randomly selected from a pool of unduplicated Ryan White clients who received services during the designated audit period. The number of charts selected for review is based on suggested sample size methodology provided through a National Monitoring Standards technical assistance webinar. Please note that the random selection of unduplicated clients may change at the discretion of the Recipient staff. An estimate of sample sizes is listed below:

- 51-100% of files/charts for service types with 50 clients or fewer



**New Hampshire Department of Health and Human Services
NH CARE Core Medical Services, Tuberculosis Financial Assistance & Early Intervention
Services Annual Site Visit Process**

NH CARE CORE MEDICAL SERVICES, TBFA & EIS ANNUAL MONITORING SITE VISIT PROCESS

- 25-50% of files/charts for service types with 51 to 100 clients
- 10% of files/charts for service categories with 101 to 999 clients

Additional Considerations

Newly funded/contracted Providers

- For newly funded/contracted providers in a grant year, the Recipient will conduct an orientation site visit within six months of commencement of services. This site visit is an opportunity for the Recipient staff to give an overview of the roles and responsibilities of the Recipients and Subrecipient or provider.
- The orientation site visit will consist of a review of the monitoring tools, a review of the program, fiscal, and service delivery requirements.

New Hampshire Department of Health and Human Services

Exhibit A

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 A

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 A

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 A

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 A

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

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DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services
Exhibit A
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.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit A

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

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Exhibit A
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



**New Hampshire Department of Health and Human Services
Exhibit B**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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



**New Hampshire Department of Health and Human Services
Exhibit B**

- 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:

Date

Name:
Title:



**New Hampshire Department of Health and Human Services
Exhibit C**

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: _____

Date

Name:
Title:



**New Hampshire Department of Health and Human Services
Exhibit D**

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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit D

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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: _____

 Date

 Name:
 Title:



New Hampshire Department of Health and Human Services
Exhibit E

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

The Vendor 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:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – 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 Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit E

Vendor Initials _____

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

New Hampshire Department of Health and Human Services
Exhibit E



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

Date

Name:
Title:

Exhibit E

Vendor Initials _____

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

New Hampshire Department of Health and Human Services
Exhibit F



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 Vendor 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 Vendor 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.

Vendor Name:

Date

Name:
Title:



New Hampshire Department of Health and Human Services
Exhibit G

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Contractor Name: _____

 Date

 Name:
 Title:



New Hampshire Department of Health and Human Services
Exhibit G

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

_____ NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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