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

Lori A. Weaver
Interim Commissioner

Henry D. Lipman
Director

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March 1, 2023

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 Medicaid Services, to enter into a **Sole Source** amendment to an existing contract with Health Services Advisory Group, Inc. (VC#226207), Phoenix, AZ for additional quality study activities associated with External Quality Reviews evaluations of the Medicaid Care Management Managed Care Organization and Dental Organization services, by increasing the price limitation by $678,256 from $4,228,974 to $4,907,230 with no change to the contract completion date of June 30, 2024, effective upon Governor and Council approval. 75% Federal Funds. 17% General Funds. 8% Other Funds (as defined in RSA 126-AA:3,I)

The original contract was approved by Governor and Council on June 19, 2019, item #15 and most recently amended with Governor and Council approval on May 18, 2022, item #8.

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

05-95-47-470010-79370000 Health and Social Services, Dept. of Health and Human Svc, HHS: Division of Medicaid, OFC of Medicaid Services, Medicaid Administration

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	Multiple	$108,000	$0	$108,000
2020	102-500731	Contracts for Prog Svc	Multiple	$508,788	$0	$508,788
2021	102-500731	Contracts for Prog Svc	Multiple	$534,228	$0	$534,228
2022	102-500731	Contracts for Prog Svc	Multiple	$623,208	$0	$623,208
2023	102-500731	Contracts for Prog Svc	Multiple	$583,022	$109,212	$692,234

2024	102-500731	Contracts for Prog Svc	Multiple	$617,025	$217,413	$834,438
			Subtotal	***$2,974,271***	**$326,625**	**$3,300,896**

05-95-047-470010-23580000 Health and Social Services, Dept. of Health and Human Srv, HHS: Division of Medicaid, OFC of Medicaid Services, Granite Advantage Health Program Trust Fund

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	Multiple	$42,000	$0	$42,000
2020	102-500731	Contracts for Prog Svc	Multiple	$197,862	$0	$197,862
2021	102-500731	Contracts for Prog Svc	Multiple	$207,755	$0	$207,755
2022	102-500731	Contracts for Prog Svc	Multiple	$242,359	$0	$242,359
2023	102-500731	Contracts for Prog Svc	Multiple	$274,363	$51,394	$325,757
2024	102-500731	Contracts for Prog Svc	Multiple	$290,364	$300,237	$590,601
			Subtotal	***$1,254,703***	***$351,631***	$1,606,334
			Total	**$4,228,974**	**$678,256**	**$4,907,230**

EXPLANATION

This request is **Sole Source** because the Department is amending the scope of services and adding funding. The original contract was competitively bid. The Department is federally mandated by 42 CFR 438, Sub-part E, to have a Centers for Medicare and Medicaid services (CMS) certified External Quality Review Organization (EQRO) to ensure all three (3) Medicaid Managed Care Organizations (MCOs) are reviewed, audited, and evaluated annually. Federally mandated activities include an annual contract compliance audit, validation of the MCOs' performance improvement projects, and validation of the MCOs' provider networks. Additionally, the Contractor must validate that the MCOs adhere to CMS' external quality review protocols. The Contractor is required to be independent of the Department and the MCOs.

The purpose of this request is modify the scope of services and add additional funding for the Contractor to provide quality study activities, as requested by CMS to assure the contracted Medicaid Managed Care Dental Organization are reviewed, evaluated, and are adherent to the Centers for Medicare and Medicaid Services (CMS) EQRO protocols. With the implementation of the MCM Adult Dental benefit effective April 1, 2023, additional funding is requested to provide required CMS EQRO services. The Contractor provides External Quality Reviews of healthcare services provided to New Hampshire Medicaid beneficiaries enrolled in the Medicaid Care

Management. The Department is federally required by the Federal Balanced Budget Act of 1997 and 42 CFR 438 Subpart E. to obtain these reviews.

The Contractor will also be evaluating New Hampshire's contracted MCM Dental Organization Program, additionally the Department's compliance with the State's Medicaid program quality strategy will also be evaluated. This amendment will ensure that the Department meets its responsibilities that appropriate dental care is being provided to NH Medicaid adult beneficiaries enrolled in managed care. Additional quality study activities associated with EQR evaluation of MCM Managed Care Organizations.

Approximately 88,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Department will continue monitoring services by reviewing and validating all activities and reports completed by the Contractor.

Should the Governor and Council not authorize this request, the Department would be out of compliance with the regulations established by the Balanced Budget Act of 1997 and 42 CRF 438 Subpart E and would limit the state's capacity for third-party and statistically rigorous assessment of the Medicaid managed care program.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.778 FAIN #2305NH5ADM

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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

This Amendment to the External Quality Review Organization contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Health Services Advisory Group ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #15), as amended on May 18, 2022, (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,907,230

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

3. Modify Exhibit A, Scope of Services by deleting it and replacing it in its entirety with Exhibit A-Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2. to read:

   2. This Agreement is funded with 75% Federal Funds from U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medical Assistance Program, Catalogues of Family and Domestic Assistance (CFDA #93.778, Federal Award Identification Number (FAIN) 2305NH5ADM; 17% General Funds; and 8% Other Funds.

5. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.2, to add Paragraph 4.2.6 Table 6 - State Fiscal Years 2023 & 2024 as follows:

   4.2.6. Table 6 – State Fiscal Years 2023 & 2024 – Amendment #2

No.	Task/Deliverable	Budget Period July 1, 2022 – June 30, 2023	Budget Period July 1, 2023 – June 30, 2024
1.	DO- Contract Compliance Review	$18,470	$95,489
2.	Validation of DO Performance Measures	$11,393	$41,936
3.	Evaluation of DO PIP	$13,587	$15,174
4.	Validation of Encounter Data Reported by the DO	$28,105	$69,185
5.	Technical Report	$6,291	$0

6.	Technical Report & Dental Technical Report; In-Person Presentation	$ 0	$0
	Dental – Technical Report	$0	$41,952
7.	Implementation of Surveys - Qualitative Member Focus Group and/or Survey	$0	$0
8.	Implementation of Surveys - Provider Satisfaction Survey	$0	$0
	Dental – Provider Survey	$9,606	$58,311
9.	Implementation of Surveys - Secret Shopper Survey	$0	$0
	Dental – Network Adequacy Survey (Secret Shopper Survey)	$9,606	$52,500
10.	Dental- Validation of DO Provider Network Adequacy	$7,250	$36,567
11.	MCM Focus Studies of Health Care Quality - Quality Study	$53,976	$0
	Dental – Focus Studies – Quality Dental Study	$0	$102,105
12.	Focus Studies of Health Care Quality - Annual Quality Meeting	$0	$0
13.	Independent Assessment of the CMS1915(b) Waiver Population	$0	$0
14.	Dental Implementation Plan	$0	$0
15.	Host Bi-weekly Dental Conference Calls	$2,322	$ 4,431
TOTALS		**$160,606**	**$517,650**

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

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

State of New Hampshire
Department of Health and Human Services

3/13/2023
Date

DocuSigned by:
Henry D. Lipman
CF5D44D4F70D4E4...
Name: Henry D. Lipman
Title: Medicaid Director

Health Services Advisory Group

3/9/2023
Date

DocuSigned by:
Mary Ellen Dalton
988ABBFBCE484BA...
Name: Mary Ellen Dalton
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

3/13/2023
Date

DocuSigned by:
Robyn Guarino
74073484404148D...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

New Hampshire Department of Health and Human Services
External Quality Review Organization

EXHIBIT A –Amendment #2

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English Proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Services priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services - External Quality Review Organization (EQRO) for Managed Care Organization (MCO) Contract

2.1. The Contractor shall meet all the qualifications of an External Quality Review Organization (EQRO) outlined in 42 CFR 438.354

2.2. Evaluation of Managed Care Organization (MCO) Contractual Compliance:

2.2.1. The Contractor shall conduct annual reviews for all contract sections of the Department's most current contract with the Managed Care Organization, pursuant to 42 CFR 438.358 (b)(1)(iii) and the current federal CMS Protocol #1 for EQR, to determine the MCOs' compliance with federal regulations and the Department's contract provisions relative to the quality, appropriateness, and the timeliness of, and access to care and services furnished to all New Hampshire Medicaid enrollees under MCO contracts.

2.2.2. The Contractor shall create a methodology and the tools used to conduct the contract compliance audit which shall be approved by the Department. The audit shall include, but not be limited to, activities as defined below (from the CMS EQRO Protocol #1):

2.2.2.1. Establish Compliance Thresholds;

2.2.2.2. Perform Preliminary Review;

2.2.2.3. Conduct MCO Site Visit;

2.2.2.4. Compile and Analyze Findings; and

2.2.2.5. Report Results to the State.

2.2.3. The Contractor shall include a comprehensive evaluation of all contract provisions to determine new MCO compliance with state and standards for access to care, structure and operations, and quality

measurement and improvement.

2.2.4. For incumbent MCOs, one third of the contract stands shall be evaluated annually so that all contract provisions are evaluated at least once every three years. In addition, contract standards that are found to be out of compliance shall be reviewed in the subsequent year.

2.2.5. If the Contractor determines that the MCOs are out of compliance, the Contractor shall manage a Corrective Action Plan process with the MCOs to resolve deficiencies in a timely manner

2.2.6. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity and include results in the annual EQRO technical report

2.3. Validation of MCO Performance Measures

2.3.1. The Contractor pursuant to 42 CFR 438.358(b)(1)(ii), shall validate, no less than annually, the MCO performance measures required by the Department.

2.3.1.1. The Contractor shall create a methodology and the tools used to conduct the MCO Performance Measure audit which shall be approved by the Department. The audit shall include but not be limited to the activities below (from the CMS EQRO Protocol #2)

2.3.1.1.1. Pre-onsite visit activities;

2.3.1.1.2. Onsite visit activities; and

2.3.1.1.3. Post-site activities.

2.3.2. The Contractor shall use performance measures as defined by the Department, annually; as a component of the performance measure validation audit.

2.3.3. The Department shall select up to 20 performance measures, annually, from Exhibit O in the most recent contract between DHHS and the Managed Care Organizations to be included in the performance measure validation audit.

2.3.4. The performance measure validation audit will not include a review of measures that are calculated by using a medical record review.

2.3.5. The Contractor shall not perform the Information Systems Capabilities Assessment (ISCA) if the MCO is able to provide verification that the ISCA was completed within the past 12 months by a National Committee for Qualified Assurance of Health Plans (NCQA) certified Healthcare Effectiveness and Data Information Set (HEDIS) auditor.

2.3.6. The Contractor shall provide technical assistance to The Department and the MCOs as needed.

2.3.7. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity and include results in the annual EQRO technical report.

2.4. Evaluation of Performance Improvement Projects (PIP)

2.4.1. The Contractor shall validate, in accordance with 42 CFR 438.358 (b)(1)(i) each MCO's PIPs required by The Department and ensure they are consistent with the most recent federal Centers for Medicare & Medicaid Services (CMS) Protocols for External Quality Review (EQR) activities.

2.4.1.1. The Contractor shall create a rapid cycle PIP methodology and the tools used to conduct the evaluation of the performance improvement projects which shall be approved by the Department. The validation shall include but not be limited to activities defined below (from the CMS EQRO Protocol #3):

2.4.1.1.1. Assess the study methodology;

2.4.1.1.2. Verify PIP study findings for projects involving non-audited performance measures; and

2.4.1.1.3. Evaluate overall validity and reliability of study results.

2.4.2. Two rapid-cycle PIPs will be conducted concurrently. The duration of each rapid-cycle PIP will be 18 months. The Contractor will work with DHHS to determine the concurrent PIP topics.

2.4.3. The Contractor shall use PIP requirements, as defined in the most current contract between DHHS and the MCOs.

2.4.4. The Contractor shall produce a stand-alone PIP report including a description of each of the MCOs PIPs, activities, interventions, barriers, and the results of the PIP validation within thirty (30) calendar days of the completion of the activity.

2.4.5. The results of the PIP validation shall be included in the annual EQRO technical report.

2.5. Validation of Encounter Data Reported by the MCO

2.5.1. The Contractor shall evaluate and validate encounter data reported by the MCOs to The Department in accordance with the New Hampshire MCM contract and 42 CFR 438.358(c)(1).

2.5.2. The Contractor shall evaluate and validate encounter data submitted to the State by the MCOs via New Hampshire's Medicaid Management Information System (MMIS) in accordance with the State's standards for encounter data including, but not limited to;

2.5.2.1. An operational definition of an "encounter" and the types of encounters (e.g. physician, hospital, laboratory, etc.)

2.5.2.2. Standards for encounter data accuracy and completeness; and

2.5.2.3. Objective standards to which encounter data shall be compared.

2.5.3. The Contractor shall create a methodology and the tools used to conduct the validation of encounter data, which shall be approved by the Department. The validation shall include but not be limited to activities defined below (from the CMS EQRO Protocol #4):

2.5.3.1. Annually review State requirements for collecting and submitting encounter data;

2.5.3.2. Annually review the MCO's capacity to produce accurate and complete encounter data. The vendor shall use the most recent Information System Capabilities Assessment (ISCA) completed by a NCAQ HEDIS compliance auditor;

2.5.3.3. Annually analyze MCO electronic encounter data for accuracy and completeness;

2.5.3.4. In the first year of the contract and once every three years thereafter, review of medical records for confirmation of findings of analysis of encounter data. Review should meet the requirements of 42 CFR 438.602(e); and

2.5.3.5. Annually submit findings.

2.5.4. The Contractor shall receive industry standard 837 encounter data files directly from the MCOs to conduct validation activities.

2.5.5. The Contractor shall:

2.5.5.1. Accept/reject reported encounters.

2.5.5.2. Detect data patterns, such as:

2.5.5.2.1. Under- or over-reporting of data over time; and

2.5.5.2.2. Utilization patterns

2.5.5.3. Prepare a certification letter for each MCO attesting the level of completeness and accuracy of the Encounter Data submitted by the MCO to the Department.

2.5.5.4. Issue weekly, monthly, and quarterly reports containing MCO specific findings and aggregate MCO results concerning the validity of this encounter data.

2.5.5.5. Provide technical assistance to The Department and the MCOs to reach an agreed upon level of consistency and accuracy in the encounter data.

2.5.5.6. Provide technical assistance to The Department's MMIS and to the MCOs as deficiencies are discovered throughout the encounter data validation process to improve data accuracy and completeness.

2.5.5.7. Consult with The Department to improve data validation for The Departments' MMIS.

2.5.6. The Contractor shall conduct additional validation annually by comparing all encounters submitted by the MCOs to The Department against encounters residing in the MCOs data system.

2.5.6.1. The Contractor shall provide the results of this annual validation which shall serve as the basis for The Contractor's federal-level Encounter Data certification and shall be due to The Department and CMS on August 1st of each year.

2.5.7. The Contractor shall include results in the annual EQRO technical report.

2.6. Implementation of Surveys

2.6.1. The Contractor shall administer four member and/or provider surveys in compliance with 42 CFR 438.358(c)(2).

2.6.2. The Contractor shall conduct:

2.6.2.1. Two annual qualitative member focus groups and/or surveys on topics related to the MCM program that are requested by the Department;

2.6.2.2. One provider satisfaction survey in the first two years then annually thereafter, utilizing a tool provided by the Department; and

2.6.2.3. One annual provider secret shopper survey

2.6.3. The Contractor shall create a methodology and tools to administer surveys, which shall be approved by the Department. The surveys shall be administered following activities defined below (from the CMS EQRO Protocol #5):

2.6.3.1. Identify survey purpose(s), objective(s) and intended use;

2.6.3.2. Select the survey instrument;

2.6.3.3. Develop the sampling plan;

2.6.3.4. Develop a strategy for maximizing the response rate;

2.6.3.5. Develop a quality assurance plan;

2.6.3.6. Implement the survey;

2.6.3.7. Prepare and analyze the data obtained from the survey; and

2.6.3.8. Document the survey process and results.

2.6.4. The Contractor shall work with the MCOs to communicate documentation and data needs.

2.6.5. The Contractor shall produce a stand-alone report within thirty (30) calendar days of the completion of activities within section 7.1. and include results in the annual EQRO technical report.

2.7. Conduct Validation of Provider Network Adequacy

2.7.1. Starting in year 2, the Contractor shall conduct activities to validate each MCO's provider network to assure compliance with 42 CFR 438.68, per 42 CFR 438.358(b)(1)(ii).

2.7.2. Prior to the final EQRO protocols being published by CMS, the Contractor shall create a methodology and tools to validate compliance of each MCO's provider network with 42 CFR 438.68. All methodologies and tools shall be approved by the Department.

2.7.3. Following final EQRO protocols being published by CMS, the Contractor and the Department will agree on how to meet the requirements of 42 CFR 438.358(c)(4).

2.8. Conduct Focus Studies of Health Care Quality

2.8.1. The Contractor shall conduct studies on quality, that focus on a particular aspect of clinical or non-clinical services at a point in time, per 42 CFR 438.358 (c)(5).

2.8.2. The Contractor shall be responsible for conducting:

2.8.2.1. Starting in year 2, one annual quality study;

2.8.2.2. One annual quality meeting that shall focus on a MCM quality topic; and

2.8.2.3. One independent assessment of the CMS1915(b) waiver population.

2.8.3. The Contractor shall create a methodology and tools to administer quality studies which shall be approved by the Department. The quality focus studies shall be conducted following activities listed

below (from the CMS EQRO Protocol #8):

2.8.3.1. Select the study topic(s);

2.8.3.2. Define the study question(s);

2.8.3.3. Select the study variable(s);

2.8.3.4. Study the whole population or use a representative sample;

2.8.3.5. Use sound sampling methods;

2.8.3.6. Reliably collect data;

2.8.3.7. Analyze data and interpret study results; and

2.8.3.8. Report results to the state.

2.8.4. The annual quality study shall focus on an element of the MCM program which shall be approved by the Department and may include but is not limited to care management, utilization management, behavioral health benefits, or pharmacy benefits.

2.8.5. The Contractor shall host an annual meeting in New Hampshire for targeted stakeholders and staff to discuss a quality topic which shall be approved by the Department and is related to the MCM program.

2.8.6. The Contractor shall produce a stand-alone report for the CMS 1915(b) waiver population. The Department will provide the vendor with performance measure data. The vendor will independently evaluate the outcome data related to the populations then produce a report. The first draft of the report is due November 1, 2019. The final report is due no later than December 1, 2019. The previous report can be found at: https://www.dhhs.nh.gov/ombp/caremgt/documents/1915b-independent-assessment.pdf

2.8.7. Project Management and Support

2.8.7.1. The vendor shall develop and provide a written implementation plan that includes tasks, start dates, end dates, and responsible party (e.g. EQRO or DHHS) The plan shall define how they will orientate and provide sufficient technical assistance to the MCOs in order to complete the following EQRO activities;

2.8.7.1.1. Evaluation of MCO Contractual Compliance,

2.8.7.1.2. Validation of MCO Performance Measures,

2.8.7.1.3. Evaluation of Performance Improvement Projects (PIP),

2.8.7.1.4. Validation of Encounter Data Reported by the MCO.

2.8.7.2. The Contractor shall host bi-weekly (every two weeks) conference calls with the Department staff throughout the contract period.

2.8.7.3. The Contractor shall provide bi-weekly (every two weeks) written status reports to the Department.

2.8.7.4. The Contractor shall respond, via email or by phone, to all inquiries from the Department within two (2) business days.

2.8.7.5. The Contractor shall have appropriate staff to conduct all contracted EQR activities and shall assign the following key leadership roles: a contract manager who spends at least 0.50 FTE of time to manage the EQRO contract with NH DHHS, and a project lead for each review activity under the EQRO contract.

2.8.7.6. Submission of a proposal indicates acceptance of the conditions specified in this RFP to staff and subcontractor resources and competencies. DHHS reserves the right to accept or reject any of the EQRO contractor's employees or subcontractors assigned to this project and to require their replacement at any time.

3. Scope of Services – EQRO for Dental Organization (DO) Contract

3.1. The Contractor shall meet all the qualifications of an External Quality Review Organization (EQRO) outlined in 42 CRF 438.354

3.2. Evaluation of Dental Organization (DO) Contractual Compliance:

3.2.1. The Contractor shall conduct annual reviews for all contract sections of the Department's most current contract with the Dental Organization (herein referred to as "DO"), pursuant to 42 CFR 438.358 (b)(1)(iii) and current federal CMS Protocol #3 for EQR, to determine the DOs' compliance with federal regulations and the Department's contract provisions relative to the quality, appropriateness, and timeliness of, and access to care and services furnished to all New Hampshire Medicaid enrollees under DO contract.

3.2.2. The Contractor shall conduct annual reviews for all contract sections of the Department's most current contract with the Dental Organization (herein referred to as "DO"), pursuant to 42 CFR 438.358 (b)(1)(iii) and current federal CMS Protocol #3 for EQR, to determine the DOs' compliance with federal regulations and the

Department's contract provisions relative to the quality, appropriateness, and timeliness of, and access to care and services furnished to all New Hampshire Medicaid enrollees under DO contract.

3.2.2.1. Establish Compliance Thresholds;

3.2.2.2. Perform Preliminary Review;

3.2.2.3. Conduct DO Site Visit;

3.2.2.4. Compile and Analyze Findings; and

3.2.2.5. Report results to the State.

3.2.3. In SFY 24 and if in any future year there is a new DO, the Contractor shall include a comprehensive evaluation of all contract provisions to determine compliance with state and federal standards for access to care, structure and operations, and quality measurement and improvement.

3.2.4. For an incumbent DO, one third of the contact standards shall be evaluated annually so that all contract provisions are evaluated at least once every three years. In addition, contract standards that are found to be out of compliance shall be review in subsequent year.

3.2.5. The Contractor shall manage a Corrective Action plan process, if a contract standard is found to be out of compliance, with the DO to resolve deficiencies in a timely manner.

3.2.6. The Contractor shall provide a report for the audit within thirty (30) calendar days, to the Department, of the completion of the activities outlined in Section 3.1 and include results in the annual EQRO technical report.

3.3. Validation of DO Performance Measures

3.3.1. The Contractor pursuant to 42 CFR 438.358(b)(1)(ii), shall validate, no less than annually, the DO performance measures required by the Department.

3.3.2. The Contractor shall create a methodology and identify tools to conduct the DO Performance Measure audit, as approved by the Department. The audit shall include but not be limited to:

3.3.2.1. Pre-onsite visit activities.

3.3.2.2. Onsite visit activities.

3.3.2.3. Post-site activities.

3.3.3. The Contractor shall use performance measures as defined by the Department, annually; as component of the performance measure

validation audit.

3.3.4. The Department shall select up to 20 performance measures, annually, from Exhibit O in the most recent Agreement between the Department and the Dental Organization to be included in the performance measure validation audit.

3.3.5. The performance measure validation audit will not include a review of measures that are calculated by using a medical record review

3.3.6. The Contractor shall not perform the Information Systems Capabilities Assessment (ISCA) if the DO is able to provide verification that the ISCA was completed within the past 12 months by a National Committee for Qualified Assurance of Health Plans (NCQA) certified Healthcare Effectiveness and Data Information Set (HEDIS) auditor.

3.3.7. The Contractor shall provide technical assistance, as outlined in Section 3.2, to The Department and the DOs as needed.

3.3.8. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity , as outlined in Section 3.2, and include results in the annual EQRO technical report.

3.4. Evaluation of Performance Improvement Projects (PIP)

3.4.1. The Contractor shall validate, in accordance with 42 CFR 438.358 (b)(1)(i) one (1) DO PIP and ensure it is consistent with the most recent federal Centers for Medicare & Medicaid Services (CMS) Protocols for External Quality Review (EQR) activities.

3.4.2. The Contractor shall create a rapid cycle PIP methodology and the tools to conduct the evaluation of the performance improvement projects which shall be approved by the Department. The validation shall include but not be limited to:

3.4.2.1. Assessment of the study methodology.

3.4.2.2. Verification of PIP study findings for the project involving a non-audited performance measure.

3.4.2.3. Evaluation of overall validity and reliability of study results.

3.4.3. The Contractor will work with DHHS to determine the PIP topic and the duration of the PIP.

3.4.4. The Contractor shall use PIP requirements, as defined in the most current contract between DHHS and the DO.

3.4.5. The Contractor shall produce a stand-alone PIP report including a description of each of the DO PIP, activities, interventions, barriers, and the results of the PIP validation within thirty (30) calendar days of

the completion of the activity.

3.4.6. The results of the PIP validation shall be included in the annual EQRO technical report.

3.5. Validation of Encounter Data Reported by the DO

3.5.1. The Contractor shall evaluate and validate encounter data reported by the DO in accordance with the New Hampshire DO contract and 42 CFR 438.358(c)(1).

3.5.2. The Contractor shall evaluate and validate encounter data submitted by the DO via New Hampshire's Medicaid Management Information System (MMIS) in accordance with the Department's standards for encounter data, the evaluation shall include but not limited to;

3.5.2.1. An operational definition of an "encounter" and the types of encounters, including but not limited to dentist and laboratory

3.5.2.2. Standards for encounter data accuracy and completeness.

3.5.2.3. Objective standards to which encounter data shall be compared.

3.5.3. The Contractor shall create a methodology and identify tools to conduct the validation of encounter data, which shall be approved by the Department. The validation shall include but not be limited to:

3.5.3.1. The annual review of State requirements for collecting and submitting encounter data.

3.5.3.2. The annual review of the DO's capacity to produce accurate and complete encounter data. The vendor shall use the most recent Information System Capabilities Assessment (ISCA) completed by a NCQA HEDIS compliance auditor to conduct this validation.

3.5.3.3. The annual analysis of the DO electronic encounter data for accuracy and completeness.

3.5.3.4. HSAG will work with DHHS to establish the initiation and frequency of the review of medical records to confirm the findings of the analysis of encounter data; and

3.5.3.5. Annually submit findings.

3.5.4. The Contractor shall receive industry standard 837 encounter data files directly from the DO to conduct validation activities.

3.5.5. The Contractor shall:

3.5.5.1. Accept/reject reported encounters.

3.5.5.2. Detect data patterns, such as:

3.5.5.2.1. Under- or over-reporting of data over time; and

3.5.5.2.2. Utilization patterns

3.5.5.3. 3.4.5.3. Prepare a certification letter for the DO attesting the level of completeness and accuracy of the Encounter Data submitted by the DO to the Department.

3.5.5.4. Issue weekly, monthly, and quarterly reports containing DO specific findings and aggregate DO results concerning the validity of this encounter data.

3.5.5.5. Provide technical assistance to the Department and the DO to reach an agreed upon level of consistency and accuracy in the encounter data.

3.5.5.6. Provide technical assistance to the Department's regarding MMIS and to the DO as deficiencies are discovered throughout the encounter data validation process to improve data accuracy and completeness.

3.5.5.7. Consult with The Department to improve data validation for The Departments' MMIS.

3.5.6. The Contractor shall conduct an additional validation annually by comparing all encounters submitted by the DO to the Department against encounters residing in the DOs data system.

3.5.7. The Contractor shall provide the results of this annual validation which shall serve as the basis for the Contractor's federal-level Encounter Data certification and shall be due to the Department and CMS on August 1st of each year.

3.5.8. The Contractor shall include results in the annual EQRO technical report.

3.6. Implementation of Surveys

3.6.1. The Contractor shall administer two (2) provider surveys in compliance with 42 CFR 438.358(c)(2).

3.6.2. The Contractor shall conduct:

3.6.2.1. One provider satisfaction survey in the first two years then biennial thereafter, utilizing a tool provided by the Department; and

3.6.2.2. One secret shopper survey in the first two years then biennially thereafter.

3.6.3. The Contractor shall create a methodology and identify tools to

administer surveys, which shall be approved by the Department. The Contractor shall:

3.6.3.1. Identify survey purpose(s), objective(s) and intended use

3.6.3.2. Select the survey instrument;

3.6.3.3. Develop the sampling plan;

3.6.3.4. Develop a strategy for maximizing the response rate;

3.6.3.5. Develop a quality assurance plan;

3.6.3.6. Implement the survey;

3.6.3.7. Prepare and analyze the data obtained from the survey; and

3.6.3.8. Document the survey process and results.

3.6.4. 3.5.4. The Contractor shall work with the DO to communicate documentation and data needs.

3.6.5. The Contractor shall produce a stand-alone report within thirty (30) calendar days of the completion of activities within Section 7.2 and include results in the annual EQRO technical report.

3.7. Conduct Validation of Provider Network Adequacy

3.7.1. The Contractor shall, in Year 2 of the DO Agreement, conduct activities to validate each DO provider network to assure compliance with 42 CFR 438.68, per 42 CFR 438.358(b)(1)(ii).

3.7.2. The Contractor shall, prior to the final EQRO protocols being published by CMS, create a methodology and identify tools to validate compliance of the DO's provider network with 42 CFR 438.68. All methodologies and tools shall be approved by the Department.

3.7.3. Following final EQRO protocols being published by CMS, the Contractor and the Department will agree on how to meet the requirements of 42 CFR 438.358(c)(4).

3.8. Conduct Focus Studies of Health Care Quality

3.8.1. The Contractor shall, in Year 2 of the DO Agreement, and once biennially, conduct studies on quality, that focus on a particular aspect of clinical or non-clinical services at a point in time, per 42 CFR 438.358 (c)(5).

3.8.2. The Contractor shall create a methodology and identify tools to administer quality studies which shall be approved by the Department. The Contractor shall:

3.8.2.1. Select the study topic(s);

3.8.2.2. Define the study question(s);

3.8.2.3. Select the study variable(s);

3.8.2.4. Study the whole population or use a representative sample;

3.8.2.5. Use sound sampling methods;

3.8.2.6. Reliably collect data;

3.8.2.7. Analyze data and interpret study results; and

3.8.2.8. Report results to the state.

3.8.3. 3.7.3. The Contractor shall ensure the biennial quality study shall focus on an element of the adult dental program which shall be approved by the Department and may include but is not limited to utilization management and dental benefits.

3.9. Project Management and Support

3.9.1. The Contractor shall develop and provide a written implementation plan which shall include but is not limited to:

3.9.1.1. Tasks, start dates, end dates, and responsible party (EQRO or DHHS). The plans shall define and provide technical assistance to the DO in order to complete the following EQRO activities:

3.9.1.1.1. Evaluation of DO Contractual Compliance,

3.9.1.1.2. Validation of DO Performance Measures,

3.9.1.1.3. Evaluation of Performance Improvement Project (PIP),

3.9.1.1.4. Validation of Encounter Data Reported by the DO.

3.9.1.2. The Contractor shall host bi-weekly conference calls with the Department staff throughout the Agreement period.

3.9.1.3. The Contractor shall provide bi-weekly written status reports to the Department.

3.9.1.4. The Contractor shall respond, via email or by phone, to all inquiries from the Department within two (2) business days.

3.9.1.5. The Contractor shall have appropriate staff to conduct all contracted EQR activities and shall assign the following key leadership roles: a contract manager who spends at least 0.20 FTE of time to manage the EQRO contract with the Department, and a project lead for each review activity

under the EQRO contract.

3.10. Data Usage and Security

3.10.1. Transferring, Receiving, Protecting, and Storing Data

3.10.1.1. The Contractor shall preserve the confidentiality, integrity, and accessibility of the State of New Hampshire data with administrative, technical, and physical information security controls and measures. Such controls and measures shall conform to all applicable federal, state, and industry standards, such as NIST 800-53v4; which the Contractor applies to its own information processing environment. In addition, the vendor shall ensure that the same controls and measures are applied by any subcontractor's information processing environment utilized to process or store State of New Hampshire protected data. The Contractor shall:

3.10.1.1.1. Ensure all resources assigned to perform contract services, including subcontractors, follow federal and state laws, rules and regulations and shall not use Medicaid data for any purposes outside of the scope of this contract without the express written consent of the Department.

3.10.1.1.2. Assure all reports and performance measures will be reported in the aggregate and will not include member identifiable information.

3.10.1.1.3. Abide by the Department's confidentiality requirements and security protocols.

3.10.1.1.4. Abide by all federal and state laws, rules and regulations including Federal law 42 CFR Part 2 which prohibits unauthorized disclosure of these records.

3.10.1.2. Provide the Department with its summary and analytic data files used to conduct the evaluation upon request. These files shall be:

3.10.1.2.1. Organized;

3.10.1.2.2. Clearly labeled; and

3.10.1.2.3. Accompanied by a data dictionary.

3.10.1.3. Work with the Department to assure that appropriate data use agreements are in place to obtain needed data.

3.10.1.4. Understand Medicaid data and processing protocols and ensure that all resources assigned to perform contract services follow federal regulations.

3.10.1.5. Comply with appropriate security protocols to include procedures defined in HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act. All transactions designed for the storage and retrieval of the information shall meet these requirements.

3.10.1.6. Ensure any and all electronic transmission or exchange of any State of New Hampshire data shall be secured using Secure File Transfer Protocols using no less than 128bit encryption and appropriate transfer mechanisms.

3.10.1.7. Ensure all current employees are aware of their responsibilities to protect protected health information PHI and other confidential information. Prior to gaining access to confidential information and each year thereafter, all of the Contractor's employees and subcontractors who have access to confidential information shall be required to sign a confidentiality/nondisclosure agreement as part of the Contractor's assignment to provide contracted services.

3.10.1.8. Ensure the secure storage of the Department-provided data, ensuring any storage media is encrypted, locked and retain control of access of any storage areas and or facilities.

3.10.1.9. Ensure all facilities and offices have appropriate layers of physical access controls and monitoring ensuring access is restricted to authorized personnel only.

3.10.1.10. Ensure daily operations include policies that require all confidential information be secured at the end of the duty day to prevent inadvertent disclosure to unauthorized personnel.

3.10.1.11. Ensure confidential information in paper form is stored in a separate, secure room or in locked file cabinets, accessible to authorized personnel only. Any data authorized for destruction shall be destroyed according to Federal, State, and industry standards and certified and documented in writing by the data destruction agent.

3.10.1.12. Ensure all data, and any copies thereof, are returned to the Department upon Department request or no later than

the contract expiration date, whichever occurs first, unless otherwise instructed by the Department to destroy copied data.

3.10.1.13. Ensure continuous control of security access to confidential or protected information by immediately adjusting or removing any individual whose employment status or position has changed. Ensure continuous control of security access to confidential or protected information and to ensure that individual accesses are immediately removed or adjusted for any individual whose employment status or positions have changed.

4. Reporting - EQRO for MCO Contract

4.1. Produce a detailed technical report

4.1.1. The Contractor shall produce an annual detailed Technical Report pursuant to 42 CFR 438.364 (a). The report shall include results for each MCO participating in New Hampshire Medicaid's Care Management program with results for each of the following EQR activities:

4.1.1.1. Contract compliance audit;

4.1.1.2. Performance measure validation audit;

4.1.1.3. Performance improvement project validation;

4.1.1.4. Encounter data validation;

4.1.1.5. Additional quality studies;

4.1.1.6. Network adequacy validation;

4.1.1.7. Additional EQRO activities.

4.1.2. The technical report shall include; pursuant to 42 CFR 438.350 (a):

4.1.2.1. A description of how data was aggregated and analyzed;

4.1.2.2. Conclusion drawn regarding the quality, timeliness, and access to care furnished by the MCOs;

4.1.2.3. For each activity:

4.1.2.3.1. Objectives;

4.1.2.3.2. Summary of methods of data collection and analysis;

4.1.2.3.3. Summary of data obtained for each activity; and

4.1.2.3.4. Conclusions drawn from the data to include but

not be limited to strengths and opportunities for improvement.

4.1.2.4. Overall assessment of each MCO's strengths and weakness for quality, timeliness, and access to health care services furnished to Medicaid benefices.

4.1.2.5. Overall assessment of the compliance of the State of New Hampshire's Medicaid Care Management Quality Strategy with 42 CFS 438.340;

4.1.2.6. Recommendations for improving the quality of health care services by each MCO, including how New Hampshire can target goals and objectives in the quality strategy;

4.1.2.7. Methodologically appropriate, comparative information about all MCOs for selected HEDIS and CAHPS measurements; and

4.1.2.8. Assessment of the degree to which each MCO has addressed effectively the recommendations for quality improvement made by the EQRO during previous years. The assessment of the MCOs efforts shall be conducted by the Contractor reviewing the MCOs annual Quality Assessment and Performance Improvement reports.

4.1.3. The report shall include additional reports and activities the EQRO conducted during the reporting year (e.g. surveys, focus studies, etc.)

4.1.4. The initial draft of the technical report shall be submitted annually to the Department no later than December 1.

4.1.5. The EQRO shall annually conduct an in-person presentation of the results of the EQRO technical report to DHHS stakeholders and staff.

5. Reporting – EQRO for DO Contract

5.1. Produce a detailed Technical Report

5.1.1. The Contractor shall provide the initial draft of the technical report to the Department annually (calendar year), no later than December 1, pursuant to 42 CFR 438.364 (a). The report shall include results for the DO with results for each of the following EQR activities:

5.1.1.1. Contract compliance audit;

5.1.1.2. Performance measure validation audit;

5.1.1.3. Performance improvement project validation;

5.1.1.4. Encounter data validation;

5.1.1.5. Additional quality studies;

5.1.1.6. Network adequacy validation;

5.1.1.7. Additional EQRO activities.

5.1.2. The Contractor shall provide a technical report, in accordance with pursuant to 42 CFR 438.350 (a), which shall include:

5.1.2.1. A description of how data was aggregated and analyzed;

5.1.2.2. Conclusions drawn regarding the quality, timeliness, and access to care furnished by the DO;

5.1.2.3. For each activity as outlined in Section 5.1. Technical Report:

5.1.2.3.1. Objectives;

5.1.2.3.2. Summary of methods of data collection and analysis;

5.1.2.3.3. Summary of data obtained for each activity; and

5.1.2.3.4. Conclusions drawn from the data to include but not be limited to strengths and opportunities for improvement.

5.1.2.4. Overall assessment of the DO's strengths and weaknesses for quality, timeliness, and access to health care services furnished to Medicaid beneficiaries.

5.1.2.5. Overall assessment of the compliance of the State of New Hampshire's Medicaid Care Management Quality Strategy with 42 CFR 438.340;

5.1.2.6. Recommendations for improving the quality of dental services by the DO, including how the Department can target goals and objectives in the quality strategy;

5.1.2.7. Methodologically appropriate, comparative information about the DO for selected HEDIS and CAHPS measurements; and

5.1.2.8. Assessment of the degree to which the DO has addressed effectively the recommendations for quality improvement made by the EQRO during previous years. The assessment of the DO's efforts shall be conducted by the Contractor reviewing the DO's annual Quality Assessment and Performance Improvement reports.

5.1.3. The Contractor shall ensure the reports include activities the EQRO conducted during the reporting year to include but not limited to

surveys and focus studies.

5.1.4. The EQRO shall annually conduct an in-person presentation of the results of the EQR technical report to DHHS stakeholders and staff.

6. Performance Measures

6.1. The EQRO shall complete all activities as stated in the Scope of Services within the specified time periods.

6.2. HSAG will ensure that the Annual EQR Technical Report meets the requirements of 42 CFS 438.364.

7. Deliverables

7.1. Summary of EQRO MCO Deliverables

Reference	General Topic Area	Periodicity	Deliverable Due Date
1	MCO Contract Compliance Review	Annual	Written report within 30 days after the completion of the activity
2	Validation of MCO Performance Measures	Annual	Written report within 30 days after the completion of the activity
3	Evaluation of MCO PIPs	TBD but no less than annually	Written report within 30 days after the completion of the activity
4	Validation of Encounter Data Reported by the MCO	Weekly, monthly, quarterly, annually	TBD
5	Produce a detailed Technical Report	Annual	Written report no later than December 1, beginning on 12/1/2020.
6	Technical Report; In-Person Presentation	Annual	In-person presentation to Department stakeholders and staff. Written conference agenda and materials at least five business days prior to

			presentation. Completed individual evaluations and evaluation summary within 5 business days of presentation.
7	Implementation of MCM Surveys- Qualitative member focus group &/or survey	Semi-annual	Written report within 30 days after the completion of the activity
8	Implementation of Surveys- Provider Satisfaction Survey	One provider satisfaction survey in the first two (2) years of the contract; annually thereafter	Written report within 30 days after the completion of the activity
9	Implementation of Surveys- Secret Shopper Survey	Annual	Written report within 30 days after the completion of the activity
10	Validation of Provider Network Adequacy	TBD	Written report within 30 days after the completion of the activity
11	Focus Studies of Health Care Quality- Quality Study	Annual; starting in Year 2 of the contract	Written report within 30 days after the completion of the activity
12	Focus Studies of Health Care Quality- Annual Quality Meeting	Annual	In-person annual meeting to DHHS Stakeholders and staff. Written conference agenda and materials at least five business days prior to conference. Completed individual evaluations and

			evaluation summary within 5 business days of conference.
13	Independent assessment of the CMS1915(b) waiver population	First year of contract	The first draft of the written report is due on November 1, 2019. The final report is due no later than December 1, 2019.
14	Implementation Plan	Annual	Written plan, no later than August 1st, beginning 8/1/2019.
15	Host bi-weekly conference calls	Every two weeks	Written agenda and written status reports, including the name of the EQRO project lead for each activity.

7.2. Summary of EQRO DO Deliverables

Reference	General Topic Area	Periodicity	Deliverable Due Date
1	DO Contract Compliance Review	Annual	Written report within 30 days after the completion of the activity
2	Validation of DO Performance Measures	Annual	Written report within 30 days after the completion of the activity
3	Evaluation of DO PIP	TBD but no less than annually	Written report within 30 days after the completion of the activity
4	Validation of Encounter Data Reported by the DO	Weekly, monthly, quarterly, annually	TBD
5	Produce a detailed DO Technical	Annual	Written report no later than December 1, beginning on 12/1/2024.

	Report		
6	DO Technical Report; In-Person Presentation	Annual	In-person presentation to Department stakeholders and staff. Written conference agenda and materials at least five business days prior to presentation. Completed individual evaluations and evaluation summary within 5 business days of presentation.
8	Implementation of DO Surveys-Dental Provider Satisfaction Survey	Biennial; starting in Year 2 of the contract	Written report within 30 days after the completion of the activity
9	Implementation of DO Surveys-Dental Secret Shopper Survey	Biennial; starting in Year 2 of the contract	Written report within 30 days after the completion of the activity
10	Validation of DO Provider Network Adequacy	TBD	Written report within 30 days after the completion of the activity
11	Focus Studies of Dental Care Quality- Quality Study	Biennial; starting in Year 2 of the contract	Written report within 30 days after the completion of the activity
14	DO Implementation Plan	Annual	Written plan, no later than August 1st, beginning 8/1/2023.
15	Host bi-weekly DO conference calls	Every two weeks	Written agenda and written status reports, including the name of the EQRO project lead for each activity.

8. Exhibits Incorporated

8.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

8.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

8.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Additional Terms

9.1. Impacts Resulting from Court Orders or Legislative Changes

9.1.1. The Contractor agrees that, to the extent future state or federal legislation 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.

9.2. Credits and Copyright Ownership

9.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

9.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

9.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

9.2.3.1. Brochures.

9.2.3.2. Resource directories.

9.2.3.3. Protocols or guidelines.

9.2.3.4. Posters.

9.2.3.5. Reports.

9.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

10. Records

10.1. The Contractor must keep records that include, but are not limited to:

10.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

10.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

10.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

10.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HEALTH SERVICES ADVISORY GROUP, INC. is a Arizona Profit Corporation registered to do business in New Hampshire as HSAG OF AZ on April 16, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **669367**

Certificate Number: **0006129532**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of February A.D. 2023.

David M. Scanlan

Secretary of State

Corporate Resolution

I, Joellen Tenison, hereby certify that I am a duly elected Clerk/Secretary/Officer of Health Services Advisory Group, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 1, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Mary Ellen Dalton, Chief Executive Officer is duly authorized to enter into contracts or agreements on behalf of Health Services Advisory Group, Inc, with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

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

Dated: 3/9/2023

Attest: Joellen Tenison
Joellen Tenison, CPA, MBA
Chief Financial Officer

DocuSign Envelope ID: EF402E40-8E04-4B68-BEC5-F21BDECA0625

HEALSER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2022

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

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

PRODUCER MJ Insurance, Inc. 3900 E. Camelback Road, Suite 225 Phoenix, AZ 85018 602 772-3300	CONTACT NAME: MJ Insurance, Inc. PHONE (A/C, No, Ext): 317 805-7500 FAX (A/C, No): 317 805-7515 E-MAIL ADDRESS: certificate@mjinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Hartford Casualty Insurance Co.	29424
INSURER C : Hartford Underwriters Insurance Co.	30104
INSURER D : Palomar Excess & Surplus Insurance Co	16754
INSURER E : Houston Casualty Company-NON-ADMITTED	42374
INSURER F : TDC Specialty Insurance Co	

INSURED
Health Services Holdings, Inc.;
Health Services Advisory Group, Inc.
3133 East Camelback Road, Suite 140
Phoenix, AZ 85016

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			59UUNZM6078	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			59UENBC5238	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $10,000			59RHUZM4623	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		59WEZJ2839	07/01/2022	07/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	Cyber Liability			PLMCBXSOMVMNKF	07/01/2022	07/01/2023	Each Claim/Agg. $5M	
E	Cyber Liability			H22NGP20918101	07/01/2022	07/01/2023	Each Claim/Agg. $5M	
F	Professional Liab			MCP006722202	07/01/2022	07/01/2023	Each Claim/Agg. $5M	

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

CYBER LIABILITY: Policy Maximum Limit of Liability: $10,000,000 Each Claim or Event / $10,000,000 Aggregate / Retention: $100,000 Each Claim or Event

PROFESSIONAL LIABILITY: $5,000,000 Each Claim / $5,000,000 Aggregate / Retention: $100,000 Each Claim

(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BCA

DESCRIPTIONS (Continued from Page 1)

The Certificate Holder and others as defined in the written agreement and the General Liability additional insured endorsement HG0001 09/16 (see attached endorsement) and Automobile Liability endt HA9916 03/12 are included as additional insured subject to the terms, conditions and exclusions on the policy(ies).

Waiver of Subrogation applies to the Certificate Holder and others as defined in the written agreement and the General Liability endorsement HG0001 09/16, Automobile Liability endt HA9916 03/12 and Workers Compensation per endt WC 00 03 13 subject to the terms, conditions and exclusions on the policy(ies) as permitted by law, when required by written contract.

Primary & Noncontributory applies to the Certificate Holder and others as defined in the written agreement and the General Liability endorsement HG0001 09/16 Automobile Liability endt HA9916 03/12 subject to the terms, conditions and exclusions on the policy(ies).

Umbrella coverage extends over General Liability, Automobile Liability, and Employers Liability and is form following in regard to Additional Insured, Waiver of Subrogation and Primary & Noncontributory subject to the policy terms, conditions and exclusions on the policy.

30 Days Notice of Cancellation, with 10 Days Notice for non-payment of premium, applies to the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability subject to the terms, conditions and exclusions on the policy(ies).
HOLDER CON'T: NH Department of Health & Human Services its officers and employees

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

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

Lori A. Shibinette
Commissioner

Henry D. Lipman
Director

May 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to amend an existing contract with Health Services Advisory Group, Inc. (VC #226207), Phoenix, AZ, to continue providing external quality reviews of the Department's contracted managed care plans to improve the Managed Care Organizations' (MCOs) performance with respect to quality, timeliness, and access to care for New Hampshire Medicaid beneficiaries enrolled in Medicaid Care Management statewide, by exercising a contract renewal option by increasing the price limitation by $1,764,774 from $2,464,200 to $4,228,974 and extending the completion date from June 30, 2022 to June 30, 2024, effective July 1, 2022, upon Governor and Council approval. 75% Federal Funds. 17% General Funds. 8% Other Funds (as defined in RSA 126-AA:3,I).

The original contract was approved by Governor and Council on June 19, 2019 (Item #15).

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

05-95-047-470010-79370000 Health and Social Services, Health and Human Svcs, HHS: Dept of HHS: Division of Medicaid, OFC of Medicaid Services, Medicaid Administration

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	Multiple	$108,000	$0	$108,000
20201	102-500731	Contracts for Prog Svc	Multiple	$508,788	$0	$508,788
2021	102-500731	Contracts for Prog Svc	Multiple	$534,228	$0	$534,228
2022	102-500731	Contracts for Prog Svc	Multiple	$623,208	$0	$623,208

2023	102-500731	Contracts for Prog Svc	Multiple	$0	$583,022	$583,022
2024	102-500731	Contracts for Prog Svc	Multiple	$0	$617,025	$617,025
			Subtotals	*$1,774,224*	*$1,200,047*	*$2,974,271*

05-95-047-470010-23580000 Health and Social Services, Health and Human Svcs, Dept of HHS: Division of Medicaid, OFC of Medicaid Services, GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	Multiple	$42,000	$0	$42,000
2020	102-500731	Contracts for Prog Svc	Multiple	$197,862	$0	$197,862
2021	102-500731	Contracts for Prog Svc	Multiple	$207,755	$0	$207,755
2022	102-500731	Contracts for Prog Svc	Multiple	$242,359	$0	$242,359
2023	102-500731	Contracts for Prog Svc	Multiple	$0	$274,363	$274,363
2024	102-500731	Contracts for Prog Svc	Multiple	$0	$290,364	$290,364
			Subtotals	*$689,976*	*$564,727*	*$1,254,703*
			TOTALS	**$2,464,200**	**$1,764,774**	**$4,228,974**

EXPLANATION

The purpose of this request is for the Contractor to continue providing external quality reviews of the healthcare services provided to New Hampshire's 238,795 Medicaid beneficiaries, as of May 2, 2022, enrolled in the Medicaid Care Management (MCM) program to preserve the Department's federal authority to operate an MCM program.

The Department is federally mandated by 42 CFR 438, Sub-part E, to have a Centers for Medicare and Medicaid Services (CMS) certified External Quality Review Organization to ensure all three (3) Medicaid Managed Care Organizations (MCOs) are reviewed, audited, and evaluated annually. Federally mandated activities include an annual contract compliance audit, validation of the MCOs' performance improvement projects, and validation of the MCOs' provider networks. Additionally, the Contractor must validate that the MCOs adhere to CMS' external quality review protocols. The Contractor is required to be independent of the Department and the MCOs.

While CMS mandates the external quality review activities defined within the contract, expenses from the contract receive an enhanced match of 75% federal funds.

The Department will continue monitoring services to ensure:

- All activities stated in Exhibit A Scope of Services are completed within the specified timeframes.
- The Annual External Quality Review Technical Report is accepted by CMS upon initial submission by the Department.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, the Department will not have the federal authority to operate an MCM program to comply with regulations established through 42 CFR 438, Sub-part E, which will also limit the Department's capacity to complete third-party statistically rigorous assessments of the MCM program.

Area served: Statewide

Source of Federal Funds: CFDA #93.778, FAIN 2205NH5ADM

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

Respectfully submitted,

DocuSigned by:
Ann H. Landry
24BAB37EDBEB488...

Lori A. Shibinette
Commissioner

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

This Amendment to the External Quality Review Organization contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the Health Services Advisory Group ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Paragraph 2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2024

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $4,228,974

3. Modify Exhibit A Scope of Services, Section 1. Provisions Applicable to All Services, by adding Subsection 1.5 to read:

   1.5. The Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2, to read:

   2. This Agreement is funded with 75% Federal Funds from U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medical Assistance Program, Catalogue of Family and Domestic Assistance (CFDA) #93.778, Federal Award Identification Numbers (FAINs) 1805NH5ADM and 2205NH5ADM; 18% General Funds; and 7% Other Funds.

5. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.1 to read:

   4.1. Payment shall be made upon completion of each Task/Deliverable in accordance with the Task/Deliverable Tables in Subsection 4.2 below.

      4.1.1. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided.

6. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.2 to read:

   4.2. The Contractor shall ensure requests for reimbursement do not exceed the total amount for each State Fiscal Year in accordance with the Task/Deliverable Tables below:

7. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.2, to add Paragraph 4.2.5 as follows:

4.2.5. Table 5 – State Fiscal Years 2023 & 2024

No.	Task/Deliverable	Budget Period July 1, 2022 – June 30, 2023	Budget Period July 1, 2023 – June 30, 2024
1.	MCO Contract Compliance Review	$75,543	$80,076
2.	Validation of MCO Performance Measures	$93,070	$98,370
3.	Evaluation of PIPs	$77,909	$82,583
4.	Validation of Encounter Data Reported by the MCO	$191,583	$203,078
5.	Technical Report	$73,005	$77,386
6.	Technical Report; In-Person Presentation	$8,955	$9,492
7.	Implementation of Surveys - Qualitative Member Focus Group and/or Survey	$40,710	$41,998
8.	Implementation of Surveys - Provider Satisfaction Survey	$0	$0
9.	Implementation of Surveys - Secret Shopper Survey	$82,191	$87,123
10.	Validation of Provider Network Adequacy	$83,632	$88,650
11.	Focus Studies of Health Care Quality - Quality Study	$67,035	$71,057
12.	Focus Studies of Health Care Quality - Annual Quality Meeting	$51,511	$54,601
13.	Independent Assessment of the CMS1915(b) Waiver Population	$0	$0
14.	Implementation Plan	$0	0
15.	Host Bi-weekly Conference Calls	$12,241	$12,975
	TOTALS	**$857,385**	**$907,389**

8. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.3 to read:

4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each approved invoice for completed tasks/deliverables in accordance with Subsection 4.1.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

DocuSigned by:
Ann H. Landry
24BAB37EDBED486...

5/4/2022
Date

Name: Ann H. Landry
Title: Associate Commissioner

Health Services Advisory Group

DocuSigned by:
Mary Ellen Dalton
965ABBFBCE484BA...

5/3/2022
Date

Name: Mary Ellen Dalton
Title: Chief Financial Officer

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
74873484941460...

5/4/2022
Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

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

Jeffrey A. Meyers
Commissioner

Henry D. Lipman
Director

May 20, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into an agreement with Health Services Advisory Group, Inc., Vendor #226207, 3133 East Camelback Road, Suite 100, Phoenix, AZ 85016, in an amount not to exceed $2,464,200, to provide External Quality Reviews (EQRs) of healthcare services provided to New Hampshire Medicaid beneficiaries, enrolled in the Medicaid Care Management (MCM), statewide, effective upon the date of Governor and Council approval, through June 30, 2022. 75% Federal Funds, 18% General Funds, 7% Other.

Funds are available in the following accounts for State Fiscal Year (SFY) 2019 and are anticipated to be available in SFYs 2020, 2021 and 2022, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust budget line items within the price limitation and encumbrances between State Fiscal Years through the Budget Office if needed and justified.

05-95-047-470010-23580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: Office of Medicaid & Business Policy, Granite Advantage Health Program Trust Fund

State Fiscal Year	Class/Account	Class Title	Total Amount
2019	102-500731	Contracts for Program Services	$42,000
2020	102-500731	Contracts for Program Services	$197,862
2021	102-500731	Contracts for Program Services	$207,755
2022	102-500731	Contracts for Program Services	$242,359
		Sub-Total	$689,976

05-95-047-470010-79370000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: Office of Medicaid & Business Policy, Medicaid Administration

State Fiscal Year	Class/Account	Class Title	Total Amount
2019	102-500731	Contracts for Program Services	$108,000
2020	102-500731	Contracts for Program Services	$508,788
2021	102-500731	Contracts for Program Services	$534,228
2022	102-500731	Contracts for Program Services	$623,208
		Sub-Total	$1,774,224
		Contract Total	$2,464,200

EXPLANATION

The purpose of this request is for the Department to preserve the federal authority to continue operating a Medicaid Managed Care program by entering into an agreement with the vendor to provide External Quality Review (EQR) of healthcare services provided to New Hampshire's 171,131 Medicaid beneficiaries, enrolled in the Medicaid Care Management (MCM), statewide.

The Department is federally mandated by 42 CFR 438, Sub-part E to have a CMS certified External Quality Review Organization (EQRO) ensure that all three (3) Medicaid Managed Care Organizations (MCOs) are reviewed, audited and evaluated no less than annually. Federally mandated activities include but are not limited to an annual contract compliance audit, validation of the MCO's performance improvement projects, and validation of the MCO's provider networks. Additionally, the Contractor must also validate that the MCOs adhere to the Centers for Medicare and Medicaid Services (CMS) EQRO protocols. The Contractor is required to be independent of the Department and MCOs.

While CMS mandates the mandatory EQR activities defined within the contract, expenses from the contract receive an enhanced match of 75% federal funds.

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

- The Contractor shall complete all activities defined within the detailed Scope of Services of the contract, within the time frames specified.
- The Annual External Quality Review Organization (EQRO) Technical Report shall be accepted by the Centers for Medicare and Medicaid Services (CMS) upon initial submission by the Department.

Health Services Advisory Group, Inc. was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from December 13, 2018 through January 23, 2019. The Department received two (2) proposals/applications. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement may be extended for up to four (4) additional year(s), contingent upon satisfactory delivery of services, available funding, written agreement of the parties, and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, the Department will not have the federal authority to operate a Medicaid Managed Care program and comply with the regulations established through 42 CFR 438, Sub-part E, which will also limit the Department's capacity to complete third-party statistically rigorous assessments of the Medicaid managed care program.

Area served: Statewide

Source of Funds: 75% Federal Funds from US Department of Health and Human Services, Center for Medicare and Medicaid Services, Medical Assistance Program, Medicaid: Title XIX, CFDA #93.778; 18 % General Funds; 7% Other Funds.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

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

External Quality Review Organization (EQRO)
RFP Name

RFP-2019-DMS-01-EQRO
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Health Services Advisory Group, Inc. (HSAG)	456	500	0
2. Island Peer Review Organization, Inc (IPRO)	400	500	0
3. 0		500	0

Reviewer Names

1. Susan Drown, Administrator IV, OQAI
2. Patrick McGowan, Administrator Medicaid Quality Program OQAI
3. Jill Fournier, Administrator III Medicaid Quality Program OQAI
4. David Moran, Business Admin IV; Finance, DMS; BMP
5. Catrina French, Program Specialist IV, DMS, BMP

FORM NUMBER P-37 (version 5/8/15)

Subject: External Quality Review Organization (RFP-2019-DMS-01-EORO)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Health Services Advisory Group		1.4 Contractor Address 3133 East Camelback Road, Suite 100, Phoenix, AZ 85016	
1.5 Contractor Phone Number 602-801-6600	1.6 Account Number 05-095-047-470010-79370000-102-500731 AND 05-095-047-470010-23580000-102	1.7 Completion Date June 30, 2022	1.8 Price Limitation $2,464,200
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Mary Ellen L. Dalton		1.12 Name and Title of Contractor Signatory Mary Ellen Dalton, PhD, MBA, RN Chief Executive Officer	

1.13 Acknowledgement: State of Arizona, County of Maricopa

On May 24, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary or Justice of the Peace

ALEXANDRA LEMMER
Notary Public - State of Arizona
Maricopa County
My Commission Expires
June 24, 2021

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Alexandra Lemmer, Notary Public

1.14 State Agency Signature Date: May 24, 2019	1.15 Name and Title of State Agency Signatory Henry D. Lipman, Medicaid Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 6/3/2019	
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MED
Date 5/21/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials: MEP

Date: 5/21/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: MED

Date: 5/21/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services

2.1. The Contractor shall meet all the qualifications of an External Quality Review Organization (EQRO) outlined in 42 CFR 438.354

2.2. Evaluation of Managed Care Organization (MCO) Contractual Compliance:

2.2.1. The Contractor shall conduct annual reviews for all contract sections of the Department's most current contract with the Managed Care Organizations, pursuant to 42 CFR 438.358 (b)(1)(iii) and current federal CMS Protocol #1 for EQR, to determine the MCOs' compliance with federal regulations and the Department's contract provisions relative to, the quality, appropriateness, and timeliness of, and access to care and services furnished to all New Hampshire Medicaid enrollees under MCO contracts.

2.2.2. The Contractor shall create a methodology and the tools used to conduct the contract compliance audit which shall be approved by the Department. The audit shall include, but not be limited to, activities as defined below (from the CMS EQRO Protocol #1):

2.2.2.1. Establish Compliance Thresholds;
2.2.2.2. Perform Preliminary Review;
2.2.2.3. Conduct MCO Site Visit;
2.2.2.4. Compile and Analyze Findings; and

2.2.2.5. Report Results to the State.

2.2.3. In the first year, the Contractor shall include a comprehensive evaluation of all contract provisions to determine new MCO compliance with state and federal standards for access to care, structure and operations, and quality measurement and improvement.

2.2.4. In the first year for incumbent MCOs and in the second year for all MCOs, one third of the contract standards shall be evaluated in each subsequent year so that all contract provisions are evaluated at least once every three years. In addition, contract standards that are found to be out of compliance shall be reviewed in the subsequent year.

2.2.5. If the Contractor determines that the MCOs are out of compliance, the Contractor shall manage a Corrective Action Plan process with the MCOs to resolve deficiencies in a timely manner.

2.2.6. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity and include results in the annual EQRO technical report.

2.3. Validation of MCO Performance Measures

2.3.1. The Contractor pursuant to 42 CFR 438.358(b)(1)(ii), shall validate, no less than annually, the MCO performance measures required by the Department.

2.3.1.1. The Contractor shall create a methodology and the tools used to conduct the MCO Performance Measure audit which shall be approved by the Department. The audit shall include but not be limited to the activities below (from the CMS EQRO Protocol #2)

2.3.1.1.1. Pre-onsite visit activities;
2.3.1.1.2. Onsite visit activities; and
2.3.1.1.3. Post-site activities.

2.3.2. The Contractor shall use performance measures as defined by the Department, annually, as a component of the performance measure validation audit.

2.3.3. The Department shall select up to 20 performance measures, annually, from Exhibit O in the most recent contract between DHHS and the Managed Care Organizations to be included in the performance measure validation audit.

2.3.4. The performance measure validation audit will not include a review of measures that are calculated by using a medical record review.

2.3.5. The Contractor shall not perform the Information Systems Capabilities Assessment (ISCA) if the MCO is able to provide verification that the ISCA was completed within the past 12 months by a National Committee for Qualified Assurance of Health Plans (NCQA) certified Healthcare Effectiveness and Data Information Set (HEDIS) auditor.

2.3.6. The Contractor shall provide technical assistance to The Department and the MCOs as needed.

2.3.7. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity and include results in the annual EQRO technical report.

2.4. Evaluation of Performance Improvement Projects (PIP)

2.4.1. The Contractor shall validate, in accordance with 42 CFR 438.358 (b)(1)(i) each MCO's PIPs required by The Department and ensure they are consistent with the most recent federal Centers for Medicare & Medicaid Services (CMS) Protocols for External Quality Review (EQR) activities.

2.4.1.1. The Contractor shall create a rapid cycle PIP methodology and the tools used to conduct the evaluation of the performance improvement projects which shall be approved by the Department. The validation shall include but not be limited to activities defined below (from the CMS EQRO Protocol #3):

2.4.1.1.1. Assess the study methodology;

2.4.1.1.2. Verify PIP study findings for projects involving non-audited performance measures; and

2.4.1.1.3. Evaluate overall validity and reliability of study results.

2.4.2. Two rapid-cycle PIPs will be conducted concurrently. The duration of each rapid-cycle PIP will be 18 months. The Contractor will work with DHHS to determine the concurrent PIP topics.

2.4.3. The Contractor shall use PIP requirements, as defined in the most-current contract between DHHS and the MCOs.

2.4.4. The Contractor shall produce a stand-alone PIP report including a description of each of the MCOs PIPs, activities, interventions, barriers, and the results of the PIP validation within thirty (30) calendar days of the completion of the activity.

2.4.5. The results of the PIP validation shall be included in the annual EQRO technical report.

2.5. Validation of Encounter Data Reported by the MCO.

2.5.1. The Contractor shall evaluate and validate encounter data reported by the MCOs to The Department in accordance with the New Hampshire MCM contract and 42 CFR 438.358(c)(1).

2.5.2. The Contractor shall evaluate and validate encounter data submitted to the State by the MCOs via New Hampshire's Medicaid Management Information System (MMIS) in accordance with the State's standards for encounter data including, but not limited to;

2.5.2.1. An operational definition of an "encounter" and the types of encounters (e.g. physician, hospital, laboratory, etc.)

2.5.2.2. Standards for encounter data accuracy and completeness; and

2.5.2.3. Objective standards to which encounter data shall be compared.

2.5.3. The Contractor shall create a methodology and the tools used to conduct the validation of encounter data, which shall be approved by the Department. The validation shall include but not be limited to activities defined below (from the CMS EQRO Protocol #4):

2.5.3.1. Annually review State requirements for collecting and submitting encounter data;

2.5.3.2. Annually review the MCO's capacity to produce accurate and complete encounter data. The vendor shall use the most recent Information System Capabilities Assessment (ISCA) completed by a NCAQ HEDIS compliance auditor;

2.5.3.3. Annually analyze MCO electronic encounter data for accuracy and completeness;

2.5.3.4. In the first year of the contract and once every three years thereafter, review of medical records for confirmation of findings of analysis of encounter data. Review should meet the requirements of 42 CFR 438.602(e); and

2.5.3.5. Annually submit findings.

2.5.4. The Contractor shall receive industry standard 837 encounter data files directly from the MCOs to conduct validation activities.

2.5.5. The Contractor shall:

2.5.5.1. Accept/reject reported encounters.

2.5.5.2. Detect data patterns, such as:

2.5.5.2.1. Under- or over-reporting of data over time; and

2.5.5.2.2. Utilization patterns

2.5.5.3. Prepare a certification letter for each MCO attesting the level of completeness and accuracy of the Encounter Data submitted by the MCO to the Department.

2.5.5.4. Issue weekly, monthly, and quarterly reports containing MCO specific findings and aggregate MCO results concerning the validity of this encounter data.

2.5.5.5. Provide technical assistance to The Department and the MCOs to reach an agreed upon level of consistency and accuracy in the encounter data.

2.5.5.6. Provide technical assistance to The Department's MMIS and to the MCOs as deficiencies are discovered throughout the encounter data validation process to improve data accuracy and completeness.

2.5.5.7. Consult with The Department to improve data validation for The Departments' MMIS.

2.5.6. The Contractor shall conduct additional validation annually by comparing all encounters submitted by the MCOs to The Department against encounters residing in the MCOs data system.

2.5.6.1. The Contractor shall provide the results of this annual validation which shall serve as the basis for The Contractor's federal-level Encounter Data certification and shall be due to The Department and CMS on August 1st of each year.

2.5.7. The Contractor shall include results in the annual EQRO technical report.

2.6. Implementation of Surveys

2.6.1. The Contractor shall administer four member and/or provider surveys in compliance with 42 CFR 438.358(c)(2).

2.6.2. The Contractor shall conduct:

2.6.2.1. Two annual qualitative member focus groups and/or surveys on topics related to the MCM program that are requested by the Department;

2.6.2.2. One provider satisfaction survey in the first two years then annually thereafter, utilizing a tool provided by the Department; and

2.6.2.3. One annual provider secret shopper survey.

2.6.3. The Contractor shall create a methodology and tools to administer surveys, which shall be approved by the Department. The surveys shall be administered following activities defined below (from the CMS EQRO Protocol #5):

2.6.3.1. Identify survey purpose(s), objective(s) and intended use;

2.6.3.2. Select the survey instrument;

2.6.3.3. Develop the sampling plan;

2.6.3.4. Develop a strategy for maximizing the response rate;
2.6.3.5. Develop a quality assurance plan;
2.6.3.6. Implement the survey;
2.6.3.7. Prepare and analyze the data obtained from the survey; and
2.6.3.8. Document the survey process and results.

2.6.4. The Contractor shall work with the MCOs to communicate documentation and data needs.

2.6.5. The Contractor shall produce a stand-alone report within thirty (30) calendar days of the completion of activities within section 3.1.7 and include results in the annual EQRO technical report.

2.7. Conduct Validation of Provider Network Adequacy

2.7.1. Starting in year 2, the Contractor shall conduct activities to validate each MCO's provider network to assure compliance with 42 CFR 438.68, per 42 CFR 438.358(b)(1)(ii).

2.7.2. Prior to the final EQRO protocols being published by CMS, the Contractor shall create a methodology and tools to validate compliance of each MCO's provider network with 42 CFR 438.68. All methodologies and tools shall be approved by the Department.

2.7.3. Following final EQRO protocols being published by CMS, the Contractor and the Department will agree on how to meet the requirements of 42 CFR 438.358(c)(4).

2.8. Conduct Focus Studies of Health Care Quality

2.8.1. The Contractor shall conduct studies on quality, that focus on a particular aspect of clinical or non-clinical services at a point in time; per 42 CFR 438.358 (c)(5).

2.8.2. The Contractor shall be responsible for conducting;

2.8.2.1. Starting in year 2, one annual quality study;
2.8.2.2. One annual quality meeting that shall focus on a MCM quality topic; and
2.8.2.3. One independent assessment of the CMS1915(b) waiver population.

2.8.3. The Contractor shall create a methodology and tools to administer quality studies which shall be approved by the Department. The quality focus studies shall be conducted following activities listed below (from the CMS EQRO Protocol #8):

2.8.3.1. Select the study topic(s);
2.8.3.2. Define the study question(s);
2.8.3.3. Select the study variable(s);
2.8.3.4. Study the whole population or use a representative sample;

2.8.3.5. Use sound sampling methods;
2.8.3.6. Reliably collect data;
2.8.3.7. Analyze data and interpret study results; and
2.8.3.8. Report results to the state.

2.8.4. The annual quality study shall focus on an element of the MCM program which shall be approved by the Department and may include but is not limited to care management, utilization management, behavioral health benefits, or pharmacy benefits.

2.8.5. The Contractor shall host an annual meeting in New Hampshire for targeted stakeholders and staff to discuss a quality topic which shall be approved by the Department and is related to the MCM program.

2.8.6. The Contractor shall produce a stand-alone report for the CMS 1915(b) waiver population. The Department will provide the vendor with performance measure data. The vendor will independently evaluate the outcome data related to the populations then produce a report. The first draft of the report is due November 1, 2019. The final report is due no later than December 1, 2019. The previous report can be found at: https://www.dhhs.nh.gov/ombp/caremgt/documents/1915b-independent-assessment.pdf

2.8.7. Project Management and Support

2.8.7.1. The vendor shall develop and provide a written implementation plan that includes tasks, start dates, end dates, and responsible party (e.g. EQRO or DHHS) The plan shall define how they will orientate and provide sufficient technical assistance to the MCOs in order to complete the following EQRO activities;

2.8.7.1.1. Evaluation of MCO Contractual Compliance;
2.8.7.1.2. Validation of MCO Performance Measures;
2.8.7.1.3. Evaluation of Performance Improvement Projects (PIP);
2.8.7.1.4. Validation of Encounter Data Reported by the MCO.

2.8.7.2. The Contractor shall host bi-weekly (every two weeks) conference calls with the Department staff throughout the contract period.

2.8.7.3. The Contractor shall provide bi-weekly (every two weeks) written status reports to the Department.

2.8.7.4. The Contractor shall respond, via email or by phone, to all inquiries from the Department within two (2) business days.

2.8.7.5. The Contractor shall have appropriate staff to conduct all contracted EQR activities and shall assign the following key leadership roles: a contract manager who spends at least 0.50 FTE of time to manage the EQRO contract with NH DHHS, and a project lead for each review activity under the EQRO contract.

2.8.7.6. Submission of a proposal indicates acceptance of the conditions specified in this RFP to staff and subcontractor resources and competencies. DHHS reserves the right to accept or reject any of the EQRO contractor's employees or subcontractors assigned to this project and to require their replacement at any time.

2.9. Data Usage and Security

2.9.1. Transferring, Receiving, Protecting, and Storing Data

The Contractor shall preserve the confidentiality, integrity, and accessibility of the State of New Hampshire data with administrative, technical, and physical information security controls and measures. Such controls and measures shall conform to all applicable federal, state, and industry standards, such as NIST 800-53v4, which the Contractor applies to its own information processing environment. In addition, the vendor shall ensure that the same controls and measures are applied by any subcontractor's information processing environment utilized to process or store State of New Hampshire protected data. The Contractor shall:

2.9.1.1. Ensure all resources assigned to perform contract services, including subcontractors, follow federal and state laws, rules and regulations and shall not use Medicaid data for any purposes outside of the scope of this contract without the express written consent of the Department.

2.9.1.2. Assure all reports and performance measures will be reported in the aggregate and will not include member identifiable information.

2.9.1.3. Abide by the Department's confidentiality requirements and security protocols.

2.9.1.4. Abide by all federal and state laws, rules and regulations including Federal law 42 CFR Part 2 which prohibits unauthorized disclosure of these records.

2.9.1.5. Provide the Department with its summary and analytic data files used to conduct the evaluation upon request. These files shall be:

2.9.1.5.1. Organized;

2.9.1.5.2. Clearly labeled; and,
2.9.1.5.3. Accompanied by a data dictionary.

2.9.1.6. Work with the Department to assure that appropriate data use agreements are in place to obtain needed data.

2.9.1.7. Understand Medicaid data and processing protocols and ensure that all resources assigned to perform contract services follow federal regulations.

2.9.1.8. Comply with appropriate security protocols to include procedures defined in HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act. All transactions designed for the storage and retrieval of the information shall meet these requirements.

2.9.1.9. Ensure any and all electronic transmission or exchange of any State of New Hampshire data shall be secured using Secure File Transfer Protocols using no less than 128bit encryption and appropriate transfer mechanisms.

2.9.1.10. Ensure all current employees are aware of their responsibilities to protect protected health information PHI and other confidential information. Prior to gaining access to confidential information and each year thereafter, all of the Contractor's employees and subcontractors who have access to confidential information shall be required to sign a confidentiality/nondisclosure agreement as part of the Contractor's assignment to provide contracted services.

2.9.1.11. Ensure the secure storage of the Department-provided data, ensuring any storage media is encrypted, locked and retain control of access of any storage areas and or facilities.

2.9.1.12. Ensure all facilities and offices have appropriate layers of physical access controls and monitoring ensuring access is restricted to authorized personnel only.

2.9.1.13. Ensure daily operations include policies that require all confidential information be secured at the end of the duty day to prevent inadvertent disclosure to unauthorized personnel.

2.9.1.14. Ensure confidential information in paper form is stored in a separate, secure room or in locked file cabinets, accessible to authorized personnel only. Any data authorized for destruction shall be destroyed according to Federal, State, and industry standards and certified and documented in writing by the data destruction agent.

2.9.1.15. Ensure all data, and any copies thereof, are returned to the Department upon Department request or no later than the contract expiration date, whichever occurs first, unless otherwise instructed by the Department to destroy copied data.

2.9.1.16. Ensure continuous control of security access to confidential or protected information by immediately adjusting or removing any individual whose employment status or position has changed. Ensure continuous control of security access to confidential or protected information and to ensure that individual accesses are immediately removed or adjusted for any individual whose employment status or positions have changed.

3. Reporting

3.1. Produce a detailed Technical Report

3.1.1. The Contractor shall produce an annual detailed Technical Report pursuant to 42 CFR 438.364 (a). The report shall include results for each MCO participating in New Hampshire Medicaid's Care Management program with results for each of the following EQR activities:

3.1.1.1. Contract compliance audit;
3.1.1.2. Performance measure validation audit;
3.1.1.3. Performance improvement project validation;
3.1.1.4. Encounter data validation;
3.1.1.5. Additional quality studies;
3.1.1.6. Network adequacy validation;
3.1.1.7. Additional EQRO activities.

3.1.2. The technical report shall include; pursuant to 42 CFR 438.350 (a):

3.1.2.1. A description of how data was aggregated and analyzed;
3.1.2.2. Conclusions drawn regarding the quality, timeliness, and access to care furnished by the MCOs;
3.1.2.3. For each activity:

3.1.2.3.1. Objectives;
3.1.2.3.2. Summary of methods of data collection and analysis;
3.1.2.3.3. Summary of data obtained for each activity; and
3.1.2.3.4. Conclusions drawn from the data to include but not be limited to strengths and opportunities for improvement.

3.1.2.4. Overall assessment of each MCO's strengths and weaknesses for quality, timeliness, and access to health care services furnished to Medicaid beneficiaries;

3.1.2.5. Overall assessment of the compliance of the State of New Hampshire's Medicaid Care Management Quality Strategy with 42 CFR 438.340;

3.1.2.6. Recommendations for improving the quality of health care services by each MCO, including how New Hampshire can target goals and objectives in the quality strategy;

3.1.2.7. Methodologically appropriate, comparative information about all MCOs for selected HEDIS and CAHPS measurements; and

3.1.2.8. Assessment of the degree to which each MCO has addressed effectively the recommendations for quality improvement made by the EQRO during previous years. The assessment of the MCOs efforts shall be conducted by the Contractor reviewing the MCOs annual Quality Assessment and Performance Improvement reports.

3.1.3. The report shall include additional reports and activities the EQRO conducted during the reporting year (e.g. surveys, focus studies, etc.)

3.1.4. The initial draft of the technical report shall be submitted annually to the Department no later than December 1.

3.1.5. The EQRO shall annually conduct an in-person presentation of the results of the EQR technical report to DHHS stakeholders and staff.

4. Performance Measures

4.1. Performance Measures

4.1.1. The EQRO shall complete all activities as stated in the Scope of Services within the specified time periods

4.1.2. The Annual EQRO Technical Report shall be accepted by CMS upon initial submission by DHHS.

5. Deliverables

5.1.1. Summary of EQRO Deliverables

Reference	General Topic Area	Periodicity	Deliverable Due Date
1	MCO Contract Compliance Review	Annual	Written report within 30 days after the completion of the activity.
2	Validation of MCO Performance Measures	Annual	Written report within 30 days after the completion of the activity
3	Evaluation of PIPs	TBD but no less than annually	Written report within 30 days after the completion of the activity
4	Validation of Encounter Data Reported by the MCO	Weekly, monthly, quarterly, annually	TBD
5	Produce a detailed Technical Report	Annual	Written report no later than December 1, beginning on 12/1/2020.
6	Technical Report; In-Person Presentation	Annual	In-person presentation to Department stakeholders and staff. Written conference agenda and materials at least five business days prior to presentation. Completed individual evaluations and evaluation summary within 5 business days of presentation.
7	Implementation of Surveys-Qualitative member focus group &/or survey	Semi-annual	Written report within 30 days after the completion of the activity

8	Implementation of Surveys- Provider Satisfaction Survey	One provider satisfaction survey in the first two (2) years of the contract; annually thereafter	Written report within 30 days after the completion of the activity
9	Implementation of Surveys- Secret Shopper Survey	Annual	Written report within 30 days after the completion of the activity
10	Validation of Provider Network Adequacy	TBD	Written report within 30 days after the completion of the activity
11	Focus Studies of Health Care Quality- Quality Study	Annual; starting in Year 2 of the contract	Written report within 30 days after the completion of the activity
12	Focus Studies of Health Care Quality- Annual Quality Meeting	Annual	In-person annual meeting to DHHS Stakeholders and staff. Written conference agenda and materials at least five business days prior to conference. Completed individual evaluations and evaluation summary within 5 business days of conference.

13	Independent assessment of the CMS1915(b) waiver population	First year of contract	The first draft of the written report is due on November 1, 2019. The final report is due no later than December 1, 2019.
14	Implementation Plan	Annual	Written plan, no later than August 1st, beginning 8/1/2019.
15	Host bi-weekly conference calls	Every two weeks	Written agenda and written status reports, including the name of the EQRO project lead for each activity.

New Hampshire Department of Health and Human Services
External Quality Review Organization

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 75% Federal Funds from Catalogue of Family and Domestic Assistance (CFDA) #93.778 Department of Health and Human Services Centers for Medicare and Medicaid Services, Medical Assistance Program, Federal Award Identification Number (FAIN) #1805NH5ADM; 18% General Funds and 7% Other Funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for services defined within Exhibit A, Scope of Services, shall be made monthly as follows:
   4.1. Payment shall be on a deliverable basis per the schedule of activities defined below, and shall be in accordance with the approved line item, as specified in Exhibits B-1, Budget through Exhibit B-4, Budget.
   4.2. The Contractor shall ensure requests for reimbursement do not exceed the Deliverables Budgets as identified in the tables below:

4.2.1. Table 1 – State Fiscal Year 2019

Task/Deliverable	Budget
Validation of Encounter Data Reported by the MCO	$150,000
SFY 2019 TOTAL	*$150,000*

4.2.2. Table 2 – State Fiscal Year 2020

Task/Deliverable	Budget
MCO Contract Compliance Review	$88,602
Validation of MCO Performance Measures	$80,146
Evaluation of PIPs	$66,299
Validation of Encounter Data Reported by the MCO	$199,458

Technical Report	$62,542
Implementation of Surveys - Qualitative member focus group and/or survey	$26,869
Implementation of Surveys - Provider Satisfaction Survey	$57,177
Implementation of Surveys - Secret Shopper Survey	$57,819
Validation of Provider Network Adequacy	$0
Focus Studies of Health Care Quality - Quality Study	$0
Focus Studies of Health Care Quality - Annual Quality Meeting	$39,314
Independent assessment of the CMS1915(b) waiver population	$19,595
Host bi-weekly conference calls	$8,829
SFY 2020 Total	***$706,650***

4.2.3. Table 3 – State Fiscal Year 2021

Task/Deliverable.	Budget
MCO Contract Compliance Review	$63,107
Validation of MCO Performance Measures	$75,681
Evaluation of PIPs	$67,784
Validation of Encounter Data Reported by the MCO	$173,788
Technical Report	$69,578
Implementation of Surveys - Qualitative member focus group and/or survey	$28,172

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External Quality Review Organization

Exhibit B

Implementation of Surveys - Provider Satisfaction Survey	$0
Implementation of Surveys - Secret Shopper Survey	$60,128
Validation of Provider Network Adequacy	$92,965
Focus Studies of Health Care Quality - Quality Study	$59,661
Focus Studies of Health Care Quality - Annual Quality Meeting	$41,938
Host bi-weekly conference calls	$9,181
SFY 2021 Total	***$741,983***

4.2.4. Table 4 – State Fiscal Year 2022

Task/Deliverable	Budget
MCO Contract Compliance Review	$65,267
Validation of MCO Performance Measures	$77,520
Evaluation of PIPs	$73,499
Validation of Encounter Data Reported by the MCO	$180,739
Technical Report	$72,321
Implementation of Surveys - Qualitative member focus group and/or survey	$29,490
Implementation of Surveys - Provider Satisfaction Survey	$60,090
Implementation of Surveys - Secret Shopper Survey	$62,539
Validation of Provider Network Adequacy	$78,898

New Hampshire Department of Health and Human Services
External Quality Review Organization

Exhibit B

Focus Studies of Health Care Quality - Quality Study	$111,061
Focus Studies of Health Care Quality - Annual Quality Meeting	$44,595
Host bi-weekly conference calls	$9,548
SFY 2022 Total	**$865,667**

4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

4.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to MedicaidQuality@dhhs.nh.gov, or invoices may be mailed to:

Patrick McGowan
NH Medicaid Quality Program
Office of Quality Assurance and Improvement
NH Department of Health and Human Services
129 Pleasant Street – Brown Building Concord, NH 03301-3857

7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between

New Hampshire Department of Health and Human Services
External Quality Review Organization

Exhibit B

State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Health Services Advisory Group, Inc.

Budget Request for: RFP-2019-DMS-01-EQRO

Budget Period: July 1, 2018 – June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total
1. Total Salary/Wages	$ 65,594	$ -	$ 65,594	$ -	$ -	$ -	$ 65,594	$ -	$ 65,594
2. Employee Benefits	$ 27,034	$ -	$ 27,034	$ -	$ -	$ -	$ 27,034	$ -	$ 27,034
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Quality Meeting	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Indirect Costs	$ 57,372	$ -	$ 57,372	$ -	$ -	$ -	$ 57,372	$ -	$ 57,372
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 150,000	$ -	$ 150,000	$ -	$ -	$ -	$ 150,000	$ -	$ 150,000
Indirect As A Percent of Direct		0%							

Contractor Initials MED

Date 5/21/19

Exhibit B-2, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Health Services Advisory Group, Inc.

Budget Request for: RFP-2019-DMS-01-EQRO

Budget Period: July 1, 2019 - June 30, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total
1. Total Salary/Wages	$ 280,086	$ -	$ 280,086	$ -	$ -	$ -	$ 280,086	$ -	$ 280,086
2. Employee Benefits	$ 115,456	$ -	$ 115,456	$ -	$ -	$ -	$ 115,456	$ -	$ 115,456
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 11,722	$ -	$ 11,722	$ -	$ -	$ -	$ 11,722	$ -	$ 11,722
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 43,270	$ -	$ 43,270	$ -	$ -	$ -	$ 43,270	$ -	$ 43,270
13. Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Quality Meeting	$ 11,000	$ -	$ 11,000	$ -	$ -	$ -	$ 11,000	$ -	$ 11,000
Indirect Costs	$ 245,116	$ -	$ 245,116	$ -	$ -	$ -	$ 245,116	$ -	$ 245,116
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 706,650	$ -	$ 706,650	$ -	$ -	$ -	$ 706,650	$ -	$ 706,650

Indirect As A Percent of Direct 0%

Contractor Initials MED

Date 5/21/19

Exhibit B-3, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Health Services Advisory Group, Inc.

Budget Request for: RFP-2019-DMS-01-EQRO

Budget Period: July 1, 2020 - June 30, 2021

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total
1. Total Salary/Wages	$ 296,648	$ -	$ 296,648	$ -	$ -	$ -	$ 296,648	$ -	$ 296,648
2. Employee Benefits	$ 121,379	$ -	$ 121,379	$ -	$ -	$ -	$ 121,379	$ -	$ 121,379
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 8,328	$ -	$ 8,328	$ -	$ -	$ -	$ 8,328	$ -	$ 8,328
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 44,430	$ -	$ 44,430	$ -	$ -	$ -	$ 44,430	$ -	$ 44,430
13. Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Quality Meeting	$ 12,250	$ -	$ 12,250	$ -	$ -	$ -	$ 12,250	$ -	$ 12,250
Indirect Costs	$ 258,948	$ -	$ 258,948	$ -	$ -	$ -	$ 258,948	$ -	$ 258,948
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 741,983	$ -	$ 741,983	$ -	$ -	$ -	$ 741,983	$ -	$ 741,983

Indirect As A Percent of Direct 0%

Contractor Initials MED

Date 5/21/19

Exhibit B-4, Budget Sheet

New Hampshire Department of Health and Human Services

Bidder/Program Name: Health Services Advisory Group, Inc.

Budget Request for: RFP-2019-DMS-01-EQRO

Budget Period: July 1, 2021 - June 30, 2022

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total
1. Total Salary/Wages	$ 349,702	$ -	$ 349,702	$ -	$ -	$ -	$ 349,702	$ -	$ 349,702
2. Employee Benefits	$ 143,121	$ -	$ 143,121	$ -	$ -	$ -	$ 143,121	$ -	$ 143,121
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 8,328	$ -	$ 8,328	$ -	$ -	$ -	$ 8,328	$ -	$ 8,328
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 45,600	$ -	$ 45,600	$ -	$ -	$ -	$ 45,600	$ -	$ 45,600
13. Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Quality Meeting	$ 13,500	$ -	$ 13,500	$ -	$ -	$ -	$ 13,500	$ -	$ 13,500
Indirect Costs	$ 305,316	$ -	$ 305,316	$ -	$ -	$ -	$ 305,316	$ -	$ 305,316
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 865,567	$ -	$ 865,567	$ -	$ -	$ -	$ 865,567	$ -	$ 865,567
Indirect As A Percent of Direct		0%							

Contractor Initials MED

Date 5/21/19

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports: Fiscal and Statistical**: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs**: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc:) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or-

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

19.1 Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2 Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3 Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

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

20.2. DEPARTMENT: NH Department of Health and Human Services.

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

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

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

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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.

Vendor Name:

5/21/19
Date

Name: Mary Ellen Dalton, PhD, MBA, RN
Title: Chief Executive Officer

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:

5/21/19
Date

Mary Ellen Dallon
Name: Mary Ellen Dallon, PhD, MBA, RN
Title: Chief Executive Officer

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

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 (l)(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:

5/21/19
Date

Name: Mary Ellen Dalton, PhD, MBA, RN
Title: Chief Executive Officer

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.

Vendor Initials ME

Date 5/21/19

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:

5/21/19
Date

Name: Mary Ellen Dalton, PhD, MBA, RN
Title: Chief Executive Officer

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:

5/21/19
Date

Name: Mary Ellen Dalton, PhD, MBA, RN
Title: Chief Executive Officer

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Health Services Advisory Group, Inc.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Henry D. Lipman	Mary Ellen Dalton, PhD, MBA, RN
Name of Authorized Representative	Name of Authorized Representative
Medicaid Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
May 24, 2019	5/21/19
Date	Date

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 Vendor 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 Vendor 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.

Vendor Name:

5/21/19
Date

Name: Mary Ellen Dalton, PhD, MBA, RN
Title: Chief Executive Officer

FORM A

As the Vendor 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: 114443260

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?

   x 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: _____

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and 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.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different 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