ARC

18

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

Lori A. Weaver
Commissioner

Henry D. Lipman
Director

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

September 19, 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 Myers and Stauffer, LLC. (VC#230291), Owings Mills, MD for the purpose of adding funding for the provision of technical assistance for the development of a cost reporting format, process and polices for Certified Community Behavioral Health Clinics consistent with both an actuarial determined methodology and Medicaid requirements for claiming the available Federal Medical Assistance Percentage. The contract will be amended by increasing the price limitation by $60,000 from $619,111 to $679,111 with no change to the contract completion date of March 31, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on December 6, 2017, item #7, amended on May 1, 2019, item #8, amended on December 18, 2019, item #21, and most recently amended on February 8, 2023, item #24.

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-047-470010-79370000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: DIVISION OF MEDICAID SERVICES: OFC OF MEDICAID SERVICES, MEDICAID ADMINSTRATION**

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increased (Decreased) Amount | Revised Budget |
|---|---|---|---|---|---|---|
| 2018 | 102 -500731 | Contracts for Prog Svc | 47000021 | $13,111 | $0 | $13,111 |
| 2019 | 102 -500731 | Contracts for Prog Svc | 47000021 | $119,316 | $0 | $119,316 |
| 2020 | 102 -500731 | Contracts for Prog Svc | 47000021 | $73,346 | $0 | $73,346 |
| 2021 | 102 -500731 | Contracts for Prog Svc | 47000021 | $81,148 | $0 | $81,148 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 2022 | 102 -500731 | Contracts for Prog Svc | 47000021 | $86,659 | $0 | $86,659 |
| 2023 | 102 -500731 | Contracts for Prog Svc | 47000021 | $115,007 | $0 | $115,007 |
| 2024 | 102 -500731 | Contracts for Prog Svc | 47000021 | $130,525 | $0 | $130,525 |
| | | | **Subtotal** | **$619,111** | **$0** | **$619,111** |

**05-95-92-922010-19090000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVC DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT**

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increased (Decreased) Amount | Revised Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for Prog Svc | 92201915 | $0 | $60,000 | $60,000 |
| | | | ***Subtotal*** | ***$0*** | ***$60,000*** | ***$60,000*** |
| | | | ***TOTAL*** | ***$619,111*** | ***$60,000*** | ***$679,111*** |

## EXPLANATION

This request is **Sole Source** because the Department is amending the scope of services and adding funding. The Contractor is the Department's cost report consultant and they were identified in the State's Substance Use and Mental Health Services Administration (SAMHSA) Certified Community Behavioral Health Clinic Planning 1-year grant application to provide the work due to their role in an existing competitively procured cost report contract that the Contractor was awarded to complete cost report related work.

The purpose of this request is for the Contractor to assist in the development of cost report templates consistent with available Medicaid cost finding and rate setting methodologies. In addition, the templates will support the Department and its actuary, to select among the available options, a payment methodology allowable under Medicaid, and assist in establishing sustainable rates to support the required services of Certified Community Behavioral Health Clinic providers. The Contractor will conduct reviews of draft cost reports prepared by potential Certified Community Behavioral Health Clinic participants, advise the Department on financial audits and encounter claim reviews, and work with the Department's actuary as needed to assist with establishing a Medicaid allowable reimbursement methodology for Certified Community Behavioral Health Clinic services.

Certified Community Behavioral Health Clinics are outpatient safety-net behavioral health providers that, among a variety of program requirements, furnish a wide array of mental health and substance use disorder covered services. Congress authorized the SAMHSA to award grants ("Certified Community Behavioral Health Clinic expansion grants") to individual clinics building a Certified Community Behavioral Health Clinic scope of service. There are three clinics actively working on applications to DHHS for CCBHC Certification in New Hampshire. In addition, March 16, 2023, SAMHSA awarded planning grants to an additional 15 States, including New

Hampshire to develop a Certified Community Behavioral Health Clinic program. The other States included Alabama, Delaware, Georgia, Iowa, Kansas, Maine, Mississippi, Montana, North Carolina, New Mexico, Ohio, Rhode Island, Vermont, and West Virginia. These states will be eligible to apply for selection to participate in the national CCBHC Medicaid demonstration, effective July 1, 2024.

Should the Governor and Council not authorize this request the services and staffing required for those individuals that have co-occurring mental health and substance use disorder conditions in New Hampshire will likely not be as readily available.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.778 FAIN #2205NH5ADM; Assistance Listing Number 93.829 FAIN#H79SM987622.

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

Respectfully submitted,

Ann Co. N. Landry for:

Lori A. Weaver
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #4**

This Amendment to the Medicaid Cost Settlement Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Myers and Stauffer, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 6, 2017 (Item #7), as amended on May 1, 2019 (Item #8), as amended on December 18, 2019 (Item #21) and most recently amended on February 8, 2023 (Item #24) 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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:

   $679,111

2. Modify Exhibit A, Scope of Services, Section 3, by adding Subsections 3.1.5 and 3.1.6., as follows:

   3.1.5. Develop Medicaid approvable cost report templates, procedures and policy. Provide comprehensive review and feedback of cost report options for the purpose of assisting the Department in creating reasonable cost containment and rate setting policies that support establishing actuarial rates to sustainable reimbursement to support Certified Community Behavioral Health Clinic (CCBHC) providers' required scope of service.

   3.1.6. Perform a desk review of the submitted CCBHC cost reports and provide feedback on any provider templates completed and associated submitted costs in the CCBHC planning phase, to include comparison to available financial statements, financial audits, and/or Department invoices and Medicaid encounter claims.

3. Modify Exhibit A, Scope of Services, Section 3, by adding Subsections 3.3. and 3.4., as follows:

   3.3. The Contractor shall work with the Department's actuary as needed to assist in establishing the Prospective Payment System (PPS) for Medicaid reimbursement methodology selected by the Department to propose to the Centers of Medicaid and Medicare Services (CMS).

   3.4. The Contractor shall participate and support the Department CCBHC related request for assistance and response with proposed CCBHCs, the Department's Actuary, Project Staff from the Department and CMS.

4. Modify Exhibit B, Amendment #2, Method and Conditions Precedent to Payment, Section 4,

Subsection 4.2, by adding Subsection 4.2.2., as follows:

4.2.2.

| State Fiscal Year | Deliverable | Deliverable Description | Price |
|---|---|---|---|
| 2024 | Approved CCBHC Cost Report Template | Participate in Meetings, Develop CCHBC Cost Report Template, Conduct Provider Cost Report Training and Provider Cost Report Completion Assistance | $14,300 |
| 2024 | CCBHC Cost Report Desk Review Findings Report | Perform CCBHC Cost Report Desk Review (anticipated 3 reviews) | $36,000 |
| 2024 | Approved PPS Rates | Participate in Meetings and Assist with Establishing PPS Rates | $9,700 |
| | | **TOTAL** | **$60,000** |

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

9/18/2023
Date

DocuSigned by:
Henry Lipman
E3504B0DQ722437...
Name: Henry Lipman
Title: Medicaid Director

Myers and Stauffer, LLC.

9/18/2023
Date

DocuSigned by:
Amy Perry
FCDF2038A75C4F5...
Name: Amy Perry
Title: Member

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

OFFICE OF THE ATTORNEY GENERAL

9/20/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

# State of New Hampshire

# Department of State

## CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MYERS AND STAUFFER LC is a Kansas Limited Liability Company registered to do business in New Hampshire as MYERS AND STAUFFER LLC on December 18, 1997. 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: **281856**

Certificate Number: **0006201381**


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2023.

David M. Scanlan

Secretary of State

MYERS AND STAUFFER LC
CERTIFIED PUBLIC ACCOUNTANTS

MYERS AND STAUFFER LC
Certificate of Authority

I, James D. Erickson, hereby certify that I am a member of the Executive Committee of Myers and Stauffer LC, a Kansas limited liability company also doing business in other states. I hereby certify the following is a true copy of an action taken by the Executive Committee at a meeting held on December 19, 2022.

We hereby authorize the following individuals to enter into contracts and agreements with state agencies on behalf of Myers and Stauffer LC. We further authorize said individuals to execute any documents with state agencies, which may in their judgment be desirable or necessary to properly discharge our contractual obligations. The authority to sign the amendment documents remains in full force and effect and has not been revoked as of the date the amendment document was signed.

| | | |
|---|---|---|
| Tamara B. Bensky (M) | Beverly L. Gehrich (M) | Melissa Parks (P) |
| Daniel Brendel (P) | Timothy J. Guerrant (M) | Amy C. Perry (M) |
| Robert M. Bullen (M) | Kathy Haley (P) | Ashleigh Perez (M) |
| Tara Clark (M) | T. Allan Hansen (P) | Scott Price (M) |
| Bobby Courtney (P) | Judith Hatfield (M) | Andrew R. Ranck (M) |
| Bruce Dempsey (M) | Robert J. Hicks (M) | Chris Reed (P) |
| John B. Dresslar (M) | Michael D. Johnson (M) | Amy Schuman (P) |
| Jerry Dubberly (P) | Mark Korpela (P) | Charles T. Smith (M) |
| Jared B. Duzan (P) | Diane Kovar (M) | Keith R. Sorensen (M) |
| James D. Erickson (M) | John D. Kraft (M) | Krista Stephani (M) |
| Ryan M. Farrell (P) | Johanna Linkenhoker (M) | Marvin Teufel (M) |
| Megan Frenzen (P) | Jeffrey Marston (P) | Emily Wale (M) |
| Joanna Garnett (M) | Tammy M. Martin (M) | Kevin Yates (P) |

(M) Member, (P) Principal

This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority.

James D. Erickson, Member | Date September 13, 2023

DEDICATED TO GOVERNMENT HEALTH PROGRA 700 W 47th Street, Ste. 1100 | Kansas City, MO 64112
PH 816.945.5300 | PH 800.374.6858 | FX 816.945.5301
www.myersandstauffer.com

DocuSign Envelope ID: 41860D23-2C5A-452E-A85D-8B8C6E4A5FF6

MYERSTA

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/13/2023

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 | CONTACT NAME: Laura Weeks |
|---|---|
| CBIZ Insurance Services, Inc.<br>700 West 47th Street, Suite 1100<br>Kansas City, MO 64112<br>816 945-5500 | PHONE (A/C, No, Ext): 816 945-5589 FAX (A/C, No):<br>E-MAIL ADDRESS: lweeks@cbiz.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Casualty Insurance Company | 29424 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Myers and Stauffer LC
700 W. 47th Street, Suite 1100
Kansas City, MO 64112

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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | 30SBAUH8895 | 05/01/2023 | 05/01/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000<br>$300,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY | | | 30SBAUH8895 | 05/01/2023 | 05/01/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $10,000 | | | 30SBAUH8895 | 05/01/2023 | 05/01/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $5,000,000<br>$5,000,000<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP-2018-OMS-MEDIC-01-A04 Amendment #4

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3852

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
Mark A. Stolz







51LW

DocuSign Envelope ID: 41860D23-2C5A-452E-A85D-8B8C6E4A5FF6

CBIZINC

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/13/2023

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 | CONTACT NAME: Laura Weeks | |
|---|---|---|
| CBIZ Insurance Services, Inc.<br>700 West 47th Street, Suite 1100<br>Kansas City, MO 64112<br>816 945-5500 | PHONE (A/C, No, Ext): - | FAX (A/C, No): |
| | E-MAIL ADDRESS: lweeks@cbiz.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : CNA- American Cas. Co. Of Reading PA | 20427 |
| INSURED<br>Myers and Stauffer, LC<br>700 W. 47th Street, Suite 1100<br>Kansas City, MO 64112 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 6072461232 | 09/30/2022 | 09/30/2023 | X PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) | N/A | | 6072461246CA | 09/30/2022 | 09/30/2023 | E.L. EACH ACCIDENT | $1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $1,000,000 |

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

RFP-2018-OMS-MEDIC-01-A04 Amendment #4

CERTIFICATE HOLDER

State of New Hampshire
Dept of Health & Human Services
129 Pleasant Street
CONCORD, NH 03301-3852

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

CBIZ Insurance Services, Inc.

ARC
24

Lori A. Weaver
Interim Commissioner

Henry D. Lipman
Director

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
1-844-ASK-DHHS (1-844-275-3447)
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 3, 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 Myers and Stauffer LLC (VC#230291), Owings Mills, MD to add funding for the provision of additional out-patient hospital and hospital-based rural health clinics cost settlement services, by increasing the price limitation by $96,752.33 from $522,358.67 to $619,111.00 with no change to the contract completion date of March 31, 2024, effective upon Governor and Council approval. 50% Federal Funds. 50% General Funds.

The original contract was approved by Governor and Council on December 6, 2017, item #7, amended on May 1, 2019, item #8, and most recently amended on December 18, 2019, item #21.

Funds are available in the following account 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 DEPT OF HHS: DIVISION OF MEDICAID SERVICES: OFC OF MEDICAID SERVICES, MEDICAID ADMINISTRATION**

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increase (Decrease) Amount | Revised Budget |
|---|---|---|---|---|---|---|
| 2018 | 102-500731 | Contracts for Prog Svc | 47000021 | $13,110.60 | $0 | $13,110.60 |
| 2019 | 102-500731 | Contracts for Prog Svc | 47000021 | $119,316.22 | $0 | $119,316.22 |

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increase (Decrease) Amount | Revised Budget |
|---|---|---|---|---|---|---|
| 2020 | 102-500731 | Contracts for Prog Svc | 47000021 | $73,345.74 | $0 | $73,345.74 |
| 2021 | 102-500731 | Contracts for Prog Svc | 47000021 | $81,147.57 | $0 | $81,147.57 |
| 2022 | 102-500731 | Contracts for Prog Svc | 47000021 | $86,658.72 | $0 | $86,658.72 |
| 2023 | 102-500731 | Contracts for Prog Svc | 47000021 | $75,713.59 | $39,293.33 | $115,006.92 |
| 2024 | 102-500731 | Contracts for Prog Svc | 47000021 | $73,066.23 | $57,459.00 | $130,525.23 |
| | | | Total | $522,358.67 | $96,752.33 | $619,111.00 |

**EXPLANATION**

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract. The Department is adding funding to support additional out-patient hospital cost settlement services. Due to settlements between hospitals and the Centers for Medicaid and Medicare, there are additional cost reports to be audited for final settlement in State Fiscal Year 2023 and 2024.

The Contractor conducts cost settlement services using the final audited hospital Medicare Cost Reports completed by the Centers for Medicare and Medicaid Services (CMS) auditor, National Government Services. The Contractor must adhere to the schedule of audits completed by National Government Services.

Cost settlement services determine final payment amounts that must be paid to or collected from hospitals and hospital-based rural health clinics for outpatient hospital services for allowable costs covered by Medicaid, in accordance with the approved Medicaid State Plan, Appendix E, Title XIX Attachment 4.19-B. Allowable costs are determined by the Medicare Cost Principles as reported on the Medicare Cost Report CMS Form 2552, which is audited by the Medicare federal intermediary prior to official release to states within the intermediary's region.

Should the Governor and Executive Council not approve this request, the cost audits for up to fifteen in-state participating hospitals would not be performed in State Fiscal Year 2023, delaying the cost settlements until State Fiscal Year 2024 or later. The State and its providers would be left with an open financial liability an indeterminate amount from settlement funds that have not been resolved.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number#93.778, FAIN#1705NH5MAP

In the event that the Federal 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 #3**

This Amendment to the Medicaid Cost Settlement Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Myers and Stauffer, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 6, 2017 (Item #7), as amended on May 1, 2019 (Item #8) and most recently amended on December 18, 2019, (Item #21) 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 increase the price limitation 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:

   $619,111

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

   Robert W. Moore, Director

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

1/13/2023
Date

DocuSigned by:
Henry D. Lipman
CF5D46D4F70D4E4...
Name: Henry D. Lipman
Title: Medicaid Director

Myers & Stauffer, LLC

1/5/2023
Date

DocuSigned by:
John D. Kraft
4AD863673C8C4DB...
Name: John D. Kraft
Title: Member

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

OFFICE OF THE ATTORNEY GENERAL

1/13/2023
Date

DocuSigned by:
Robyn Guarino
74873484494146D...
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:

21 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION OF MEDICAID SERVICES*

Jeffrey A. Meyers
Commissioner

Henry D. Lipman
Director

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

November 12, 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 exercise a renewal option to an existing agreement with Myers & Stauffer, LLC. (Vendor # 230291), 10200 Grand Central Avenue, Suite 200, Owings Mills, MD 21117, 21117 for the provision of additional out-patient hospital and hospital-based rural health clinics cost settlement services, by increasing the price limitation by $316,586.11 from $205,772.56 to $522,358.67 and by extending the completion date from March 31, 2020 to March 31, 2024, effective upon Governor and Executive Council approval. 50% Federal Funds, 50% General Funds.

This agreement was originally approved by the Governor and Executive Council on December 6, 2017 (Item #7) and was subsequently amended on May 1, 2019 (Item #8).

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, and 2024 with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-095-047-470010-79370000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION**

| State Fiscal Year | Class / Account | Class Title | Job Number | Current (Modified) Budget | Increased (Decreased) Amount | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2018 | 102-500731 | Contracts for Prog Svc | 47000021 | $13,110.60 | $0 | $13,110.60 |
| 2019 | 102-500731 | Contracts for Prog Svc | 47000021 | $119,316.22 | $0 | $119,316.22 |
| 2020 | 102-500731 | Contracts for Prog Svc | 47000021 | $73,345.74 | $0 | $73,345.74 |
| 2021 | 102-500731 | Contracts for Prog Svc | 47000021 | $0 | $81,147.57 | $81,147.57 |
| 2022 | 102-500731 | Contracts for Prog Svc | 47000021 | $0 | $86,658.72 | $86,658.72 |
| 2023 | 102-500731 | Contracts for | 47000021 | $0 | $75,713.59 | $75,713.59 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Prog Svc | | | | |
| 2024 | 102-500731 | Contracts for Prog Svc | 47000021 | $0 | $73,066.23 | $73,066.23 |
| | | | **Total** | **$205,772.56** | **$316,586.11** | **$522,358.67** |

## EXPLANATION

The purpose of this request is to continue providing out-patient hospital and hospital-based rural health clinics cost settlement services.

The original agreement, included language in Exhibit C-1, Revisions to General Provisions that allows the Department to renew the contract for up to four (4) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for four (4) of the four (4) years at this time.

Approval of this request will allow the Contractor to continue providing out-patient hospital and hospital-based rural health clinics cost settlement services. Cost settlement services determine final payments to be made to facilities by the State for outpatient and hospital-based rural health clinic services for allowable costs covered by Medicaid, in accordance with the approved Medicaid State Plan, Appendix E, Title XIX Attachment 4.19-B. Allowable costs are determined by the Medicare Cost Principles as reported on the Medicare Cost Report CMS Form 2552, which is audited by the Medicare federal intermediary prior to official release to states within the intermediary's region.

The Contractor will continue providing cost settlement services by conducting desk audits of out-patient hospital and hospital-based rural health clinics to determine if Medicaid costs paid by the State to these providers for certain allowable costs determined by the Medicare Cost Principles, as reported on the Medicare Cost Report CMS Form 2552, have been under or overpaid. The desk audits, also known as cost settlement services, determine final payment amounts that must be paid to or collected from hospitals and hospital-based rural health clinics. Contractor has shown they have been and continue to be in-line with the states specifications and requirements to provide out-patient hospital and hospital-based rural health clinics cost settlement services and comply with all requirements. Myers & Stauffer has shown the state in currently and in the past business practices that they are able to provide the expected services in a proficient and organized manner.

Should the Governor and Executive Council not authorize this request, the cost audits for twenty-eight (28) in-state participating hospitals and eleven (11) hospital-based rural health clinics will not be performed. The State and its providers would be left with an open financial liability of an indeterminate amount from settlement funds that have not been resolved.

Area served: Statewide

Source of Funds: 50% General Funds 50% Federal Funds(CFDA #93.778 U.S. Department of Health & Human Services; Centers for Medicare & Medicaid Services, Medical Assistance Program; Medicaid; Title XIX) (FAIN # 1705NH5MAP)

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

## State of New Hampshire
## Department of Health and Human Services
## Amendment #2 to the Medicaid Cost Settlement Services

This 2nd Amendment to the Medicaid Cost Settlement Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Myers and Stauffer LC (hereinafter referred to as "the Contractor"), a limited liability company with a place of business at 10200 Grand Central Avenue, Suite 200, Owings Mills MD 21117, (hereinafter jointly referred to as the "Parties").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 6, 2017 (Item 7), as amended on May 1, 2019 (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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to, extend the contract completion date and increase the price limitation; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; 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:

   March 31, 2024

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

   $522,358.67.

3. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.

**New Hampshire Department of Health and Human Services**
**Medicaid Cost Settlement Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

11/19/19
Date

Name: Henry Lipman
Title: Director

Myers and Stauffer LC

11/6/2019
Date

Name: John D. Kraft
Title: Member

Acknowledgement of Contractor's signature:

State of Maryland, County of Baltimore City on 11/6/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

David Buck
Name and Title of Notary or Justice of the Peace

My Commission Expires: 3/10/2020

**New Hampshire Department of Health and Human Services**
**Medicaid Cost Settlement Services**

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

OFFICE OF THE ATTORNEY GENERAL

12/2/19
Date

Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from the United States Department of Health and Human Services, Centers of Medicare & Medicaid Services, and Medical Assistance program, Medicaid Title XIX, CFDA #93.778 and State of New Hampshire General Funds.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
4. Payment for said services shall be made as follows:
   - 4.1. The Contractor shall submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for cost settlements completed in the prior month.
   - 4.2. Authorized payments in Paragraph 4.1, shall be in accordance with the following table:

     4.2.1.

| State Fiscal Year | Type of Review | Rate |
|---|---|---|
| 2021 | Hospital Cost Review | $2,250.65 |
| 2021 | HB - Rural HC Review | $1,514.23 |
| 2022 | Hospital Cost Review | $2,318.17 |
| 2022 | HB - Rural HC Review | $1,559.66 |
| 2023 | Hospital Cost Review | $2,387.72 |
| 2023 | HB - Rural HC Review | $1,606.45 |
| 2024 | Hospital Cost Review | $2,459.35 |
| 2024 | HB - Rural HC Review | $1,654.64 |

   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
   - 4.4. The invoice must be submitted to:

     NH Department of Health & Human Services Finance
     Bureau of Billing Reimbursement, Recovery & Rate Setting
     129 Pleasant Street
     Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, Section 3 Reporting Requirements.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

8 mac

Jeffrey A. Meyers
Commissioner

Henry D. Lipman
Director

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

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

April 9, 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 a sole source amendment to an agreement with Myers and Stauffer LC, (Vendor # 230291), 400 Redland Ct. Suite 300, Owings Mills, MD 21117 to provide additional out-patient hospital and hospital-based rural health clinics cost settlement services, by increasing the price limitation by $30,000, from $175,772.56 to an amount not to exceed $205,772.56 effective upon Governor and Executive Council approval with no change to the completion date of March 31, 2020. 50% General Funds and 50% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on December 6, 2017 (Item #7).

Funds are available in the following account in State Fiscal Year 2019, with the ability adjust encumbrances between State Fiscal Years through the Budget Office.

**05-095-047-470010-79370000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION**

| State Fiscal Year | Class/ Object | Class Title | Activity Number | Current Budget | Increase/ (Decrease) | Revised Budget Amount |
|---|---|---|---|---|---|---|
| 2018 | 102-500731 | Contracts for Prg Scvs | 47000021 | $13,110.60 | $0.00 | $13,110.60 |
| 2019 | 102-500731 | Contracts for Prg Scvs | 47000021 | $89,316.22 | $30,000 | $119,316.22 |
| 2020 | 102-500731 | Contracts for Prg Scvs | 47000021 | $73,345.74 | $0.00 | $73,345.74 |
| | | | Total: | $175,772.56 | $30,000 | $205,772.56 |

## EXPLANATION

This request is **sole source** because, although the initial contract was competitively bid, Amendment #1 to this contract granted additional funds in excess of 10% of the original competitively bid contracts with no change to the contract completion date.

The purpose of this request is to allow the Contractor to provide additional out-patient hospital cost settlement services. There has been a fluctuation to the number of anticipated cost settlements for out-patient hospitals. The Contractor completes cost settlements using the final audited hospital Medicare Cost Reports completed by the Centers of Medicaid and Medicare's auditor's National Government Services. Meyers and Stauffer LC are restricted by the schedule of audits completed by National Government Services. The fluctuation veered toward additional Hospital cost settlements rather than Hospital Based Rural Health Clinics. This is expected to culminate in less of a financial deficit in the Department unrestricted revenue.

Cost settlement services determine final payments to be made to facilities by the State for outpatient and hospital-based rural health clinic services for allowable costs covered by Medicaid, in accordance with the approved Medicaid State Plan, Appendix E, Title XIX Attachment 4.19-B. Allowable costs are determined by the Medicare Cost Principles as reported on the Medicare Cost Report CMS Form 2552, which is audited by the Medicare federal intermediary prior to official release to states within the intermediary's region.

Should the Governor and Executive Council not approve this request, the cost audits for the twenty-eight (28) in-state participating hospitals and twelve (12) hospital-based rural health clinics would not be performed. The State and its providers would be left with an open financial liability as of yet an indeterminate amount from settlement funds that have not been resolved.

Area to be served: Statewide

Source of funds: 50% General Funds and 50% Federal Funds (CFDA #93.778 U.S. Department of Health & Human Services; Centers for Medicare & Medicaid Services, Medical Assistance Program; Medicaid; Title XIX) (FAIN # 1705NH5MAP).

In the event that federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #1 to the Medicaid Cost Settlement Services**

This 1st Amendment to the Medicaid Cost Settlement Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Myers and Stauffer LC (hereinafter referred to as "the Contractor"), a limited liability company with a place of business at 400 Redland Ct. Suite 300, Owings Mills MD 21117, (hereinafter jointly referred to as the "Parties").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 6, 2017 (Item 7), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to, increase the price limitation.

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:

   $205,772.56.

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

   Nathan White, Director.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Replace Exhibit A, Section 6.1 in its entirety to read as follows:

   6.1 The Contractor shall complete the number of Medicaid Cost Settlement reviews for all final audited Medicare Cost Reports defined in Exhibit A, Section 2.3 for each State Fiscal Year (a period July through June).

5. Replace Exhibit B, Section 4.2.1 in its entirety to read as follows:

   4.2.1 Hospital Outpatient Settlements will be reimbursed at a rate of: $2,185.10

6. Replace Exhibit B, Section 4.2.2 in its entirety to read as follows:

   4.2.2 Hospital Based – Rural health Clinic Settlements will be reimbursed at a rate of: $1,470.13

7. Delete in its entirety Exhibit B-1, State Fiscal Year Rates for Cost Settlement Reviews.

8. All terms and conditions of the Agreement not inconsistent with this Amendment #1 remain in full force and effect.

**New Hampshire Department of Health and Human Services**
**Medicaid Cost Settlement Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

4/4/19
Date

Name: Claudia Marchesseault
Title: Administrator I

Myers and Stauffer LC

, Medicaid Director
Thirty D Lipman 4/9/19

4/1/2019
Date

Name: John D. Kraft
Title: Member

Acknowledgement of Contractor's signature:

State of Maryland, County of Baltimore City on 4/1/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

David Bucle
Name and Title of Notary or Justice of the Peace

My Commission Expires: March 10, 2020

**New Hampshire Department of Health and Human Services**
**Medicaid Cost Settlement Services**

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

OFFICE OF THE ATTORNEY GENERAL

4/11/2019
Date

Name: Nancy J. Smith
Title: Senior Asst. Attorney General

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:

7 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF MEDICAID SERVICES

Jeffrey A. Meyers
Commissioner

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/ombp

October 9, 2017

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

## REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to enter into an agreement with Myers and Stauffer LC, (Vendor # 230291), 400 Redland Ct. Suite 300, Owings Mills, MD 21117 to provide out-patient hospital and hospital-based rural health clinics cost settlement services, in an amount not to exceed $175,772.56 effective April 1, 2018 upon Governor and Executive Council approval, through March 31, 2020. The sources of funds are: 50% General Funds and 50% Federal Funds.

Funds are available in the following account in State Fiscal Years 2018, 2019 and anticipated to be available in State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the budgets and to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

**05-095-047-470010-79370000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION**

| State Fiscal Year | Class/ Object | Class Title | Activity Number | Current Budget |
|---|---|---|---|---|
| 2018 | 102-500731 | Contracts for Prg Scvs. | 47000021 | $13,110.60 |
| 2019 | 102-500731 | Contracts for Prg Scvs | 47000021 | $89,316.22 |
| 2020 | 102-500731 | Contracts for Prg Scvs | 47000021 | $73,345.74 |
| | | | Total: | $175,772.56 |

## EXPLANATION

Approval of this request will allow the Contractor to provide out-patient hospital and hospital-based rural health clinics cost settlement services. Cost settlement services determine final payments to be made to facilities by the State for outpatient and hospital-based rural health clinic services for allowable costs covered by Medicaid, in accordance with the approved Medicaid State Plan, Appendix E, Title XIX Attachment 4.19-B. Allowable costs are determined by the Medicare Cost Principles as reported on the Medicare Cost Report CMS Form 2552, which is audited by the Medicare federal intermediary prior to official release to states within the intermediary's region.

The Contractor will provide cost settlement services by conducting desk audits of out-patient hospital and hospital-based rural health clinics to determine if Medicaid costs paid by the State to these providers for certain allowable costs determined by the Medicare Cost Principles, as reported on the Medicare Cost Report CMS Form 2552, have been under or overpaid. The desk audits, also known as cost settlement services, determine final payment amounts that must be paid to or collected from hospitals and hospital-based rural health clinics.

This Contract was competitively bid. The Department published a Request for Proposals for Medicaid Cost Settlement Services (RFP-2018-OMS-01-MEDIC) on the Department of Health and Humans Services website from April 3, 2017 through May 1, 2017. One (1) proposal was received in response to the Request for Proposals. The proposal was evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. The proposal showed the proposal was in-line with the states specifications and requirements to provide out-patient hospital and hospital-based rural health clinics cost settlement services and comply with all requirements. The bid summary is attached. Myers and Stauffer LC was selected.

Myers & Stauffer LC is also the current contractor providing Medicaid Cost Settlement services for the Department. This Vendor has shown the Department, in current and in past business practices that they are able to provide the expected services in a proficient and organized manner.

The Contract includes an option for renewal of the contract for up to four (4) years, as specified in Exhibit C-1 Revisions to General Provisions, Paragraph 3, subject to continued funding, satisfactory job performance, and the approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the cost audits for twenty-eight (28) in-state participating hospitals and twelve (12) hospital-based rural health clinics would not be performed. The State and its providers would be left with an open financial liability of an indeterminate amount from settlement funds that have not been resolved.

Area to be served: Statewide

Source of funds: 50% General Funds and 50% Federal Funds(CFDA #93.778 U.S. Department of Health & Human Services; Centers for Medicare & Medicaid Services, Medical Assistance Program; Medicaid; Title XIX) (FAIN # 1705NHSMAP).

In the event that federal funds become no longer available, additional general funds will not be requested to support this program.

Respectfully submitted,

Deborah D. Scheetz
Deputy Medicaid Director

Approved by: Jeffrey A. Meyers
Commissioner

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

**Medicaid Cost Settlement Services**
RFP Name

**RFP-2018-OMS-MEDIC**
RFP Number

| Bidder Name | Maximum Points | Actual Points |
|---|---|---|
| 1. Myers and Stauffer | 100 | 97 |

**Reviewer Names**

1. Margaret Clifford, Administrator IV, OMBP
2. Claudia Marchesseault, Administrator I, OMBP
3. Jeffery Whitney, Program Specialist III, OMBP
4. Mary Fields, Business Systems Analyst, OQAI

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

Subject: Medicaid Cost Settlement Services (RFP-2018-QMS-01-MEDIC)

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<br>NH Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street,<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Myers and Stauffer LC | | 1.4 Contractor Address<br>400 Redland Ct. Suite 300<br>Owings Mills MD 21117 | |
| 1.5 Contractor Phone Number<br>800.505.1698 | 1.6 Account Number<br>05-095-047-470010-7937-102-500731 | 1.7 Completion Date<br>March 31, 2020 | 1.8 Price Limitation<br>$175,772.56 |
| 1.9 Contracting Officer for State Agency<br>Jonathan V. Gallo, Esq., Interim Director | | 1.10 State Agency Telephone Number<br>603-271-9246 | |
| 1.11 Contractor Signature<br>John D. Kraft | | 1.12 Name and Title of Contractor Signatory<br>John D. Kraft Member | |

1.13 Acknowledgement: State of Maryland, County of Baltimore City

On 10/9/2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

David G. Buck Notary

| | |
|---|---|
| 1.14 State Agency Signature<br>Date: 10-16-17 | 1.15 Name and Title of State Agency Signatory<br>Deborah Schoetz<br>Deputy 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: Attorney On: 11/14/17

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 JK
Date 10/9/17

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 $1,000,000per 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 _____

Date 10/9/17

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
Date 10/9/17

## 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. As applicable to the work required in the Contract, the Contractor will follow government auditing standards (commonly known as, 'Yellow Book' standards) relating to accounting practices.

1.4. Allowable costs are determined according to the Medicare Cost Principles as reported on the Medicare Cost Report CMS Form 2552

### 2. Scope of Services

2.1. The Contractor will conduct Medicaid Cost Settlement services of each of the twenty-eight (28) in-state participating hospitals and twelve (12) hospital-based rural health clinics (HB-RHC), as identified in Exhibit A-1, Provider List, for each State Fiscal Year, continuing from 2011.

2.2. The Contractor shall provide Medicaid Cost Settlement services for the Title XIX activities using the audited Medicare Cost Report CMS Form 2552, available under the Freedom of Information Act. The Contractor agrees that:

2.2.1. Medicaid cost settlement services is a reconciliation of the Department's interim Medicaid payments for Medicaid covered outpatient services provided by out-patient hospital and hospital-based rural health clinics to the reimbursable/allowable cost of the Medicaid outpatient services to determine the amount of over or under payments of the interim payments.

2.2.2. The reimbursable/allowable costs are based on the hospital and hospital-based rural health clinic's Medicare Cost Report.

2.2.3. Medicaid cost settlements will be calculated according to the Centers for Medicare and Medicaid approved New Hampshire Medicaid State Plan in accordance with Exhibit A-2, Title XIX Attachment 4.19-B page 1 and page 5g for hospitals and HB-RHCs, respectively.

2.3. The Contractor shall conduct desk reviews of all assigned Medicaid Cost Settlements for the hospital and HB-RHCs identified in Exhibit A-1. The Contractor agrees that assigned is when there is a final audited Medicare Cost Report completed by the Centers of Medicaid and Medicare by which a Medicaid cost settlement can be completed.

2.4. The Contractor shall perform audit functions at a minimum as follows:

2.4.1. Conduct desk reviews of patient charge, statistical and payment data for Title XIX payments.

2.4.2. Prepare audit adjustment reports.

2.4.3. Confer with providers regarding desk review findings.

2.4.4. Revise cost report pages applicable to Title XIX.

2.4.5. Initiate final cost settlements by notifying providers and the Department of underpayments and overpayments.

2.5. The Contractor shall, when requested by the Department, provide the Department with responses to provider appeals of audit adjustments that are applicable to Title XIX calculations used to determine cost settlements. The Contractor shall:

2.5.1. Amend cost reports and process amended final cost settlements resulting from provider appeals or quality assurance reviews of Title XIX, as needed.

2.5.2. Notify the Department of appeal results.

2.5.3. Provide information necessary to support RSA 91-A requests received by the Department.

2.6. The Contractor shall perform accounting functions for cost settlement services based on Medicare Cost Report CMS Form 2552 in order to calculate the Medicaid applicable costs and to apply the appropriate reimbursement rate. The Contractor shall:

2.6.1. Calculate and monitor interim reimbursement rates for Title XIX.

2.6.2. Maintain settlement registers with the data and format approved by the Department of underpayments and overpayments for Title XIX in coordination with the Department.

2.6.3. Summarize patient charge, statistical and payment data, by provider, for Title XIX.

2.6.4. Coordinate Title XIX hospital credit balance reporting as directed by the Department to address the improper or excess payment made to a

Medicaid provider that result in a "credit balance" in a patient's account and is deemed refundable to the Medicaid Program and that such balances are reportable within 30 days after the close of each calendar quarter and consists of Certification Page and the Reporting Form (CMS 838).

## 3. Reporting

3.1. The Contractor shall provide the following reports when completed, which include:

3.1.1. Copies of desk review determinations of the cost settlements.

3.1.2. Copies of the audited Medicare cost reports.

3.1.3. Interim rate determinations after audits to determine settlements.

3.1.4. Notices of Program Reimbursements issued upon final settlements of the cost reports.

3.2. The Contractor shall provide monthly a detailed report that includes:

3.2.1. The name of the provider and state fiscal year which the Medicaid cost settlements that are pending (waiting to be completed), in process, and completed.

3.2.2. The projected or actual cost settlement amounts by provider per year.

## 4. Data Security

4.1. The Vendor shall receive and send data through a secure file transfer protocol.

4.2. The Vendor shall comply with the Technical Requirements in Exhibit A-3 when receiving and sending data, and when data is at rest, to complete the activities in the scope of work.

## 5. Staffing

5.1. The Contractor will provide Certified Public Accountant (CPA) oversight of cost settlement services provided as well as a working knowledge of Title XIX state and federal Medicare and Medicaid rules, laws and audit procedures.

5.2. The Contractor staff shall have no personal, financial, or other interest that would conflict with providing the services in this RFP with the list of participating hospitals and hospital-based rural health clinics identified in Exhibit A-1.

## 6. Deliverable

6.1. The Contractor shall complete the up to the maximum number of Medicaid Cost Settlement reviews per State Fiscal Year in accordance with Exhibit B-1.

New Hampshire Department of Health and Human Services
Medicaid Cost Settlement Services

## Exhibit A-1
## Provider List

| Type | # | Provider Name |
|---|---|---|
| Hosp | 1 | Alice Peck Day Memorial - CAH |
| Hosp | 2 | Androscoggin Valley Hospital - CAH |
| Hosp | 3 | Catholic Medical Center |
| Hosp | 4 | Cheshire Medical Center |
| Hosp | 5 | Concord Hospital |
| Hosp | 6 | Cottage Hospital - CAH |
| Hosp | 7 | Elliot Hospital |
| Hosp | 8 | Exeter Hospital |
| Hosp | 9 | Franklin Hospital - CAH |
| Hosp | 10 | Frisbie Memorial Hospital |
| Hosp | 11 | Healthsouth Rehab Hosp |
| Hosp | 12 | Huggins - CAH |
| Hosp | 13 | Lakes Region General |
| Hosp | 14 | Littleton Hospital - CAH |
| Hosp | 15 | Mary Hitchcock Hospital |
| Hosp | 16 | Monadnock - CAH |
| Hosp | 17 | New London Hospital - CAH |
| Hosp | 18 | Northeast Rehab Hospital |
| Hosp | 19 | Parkland Medical Center |
| Hosp | 20 | Portsmouth Hospital |
| Hosp | 21 | So NH Regional Med Center |
| Hosp | 22 | Speare Memorial - CAH |
| Hosp | 23 | St. Joseph Hospital |
| Hosp | 24 | The Memorial - CAH |
| Hosp | 25 | Upper Conn Valley Hospital - CAH |
| Hosp | 26 | Valley Regional Hospital - CAH |
| Hosp | 27 | Weeks Memorial - CAH |
| Hosp | 28 | Wentworth-Douglass |
| HB - RHC | 1 | Cottage Hospital - Internal Medicine |
| HB - RHC | 2 | Littleton Hospital Association - Summit Medical |
| HB - RHC | 3 | LRGH/Franklin Hospital-Newfound |
| HB - RHC | 4 | LRGH/Franklin Hospital-Westside |
| HB - RHC | 5 | New London Hospital - Newport HC |
| HB - RHC | 6 | Speare - Plymouth OB-GYN |
| HB - RHC | 7 | Speare - Tenney Mtn. |
| HB - RHC | 8 | Weeks Memorial Hospital-Groveton |
| HB - RHC | 9 | Weeks Memorial Hospital-Lancaster |
| HB - RHC | 10 | Weeks Memorial Hospital-North Stratford |
| HB - RHC | 11 | Weeks Memorial Hospital-Whitefield |
| HB - RHC | 12 | Monadnock Community Hospital RHC |

The above list of Providers is subject to change based on providers entering / leaving the Medicaid Program and/or changes in Medicaid reimbursement policy.
Any additional work will be absorbed into the the contract, consistent with the terms set forth in Exhibit B.

OFFICIAL

Title XIX – NH

Attachment 4.19-B
Page 1

PAYMENT RATES FOR ALL TYPES OF CARE OTHER THAN INPATIENT HOSPITAL, SKILLED NURSING, OR INTERMEDIATE NURSING CARE SERVICES

1. Outpatient Hospital Services - An interim payment shall be made based on a percent of charges. Final payment is made in accordance with a percent of costs. An audit of each hospital's actual costs eligible for reimbursement shall be performed by the fiscal intermediary in accordance with federal Medicare requirements. The Department shall determine the percent of actual costs to be reimbursed, and then payments made to the hospital shall be cost settled using the percent determined by the Department and the actual cost data audited by the fiscal intermediary. Laboratory services provided as part of an outpatient hospital visit are reimbursed through an add-on fee and are paid in addition to the percentage of cost payment for the outpatient visit.

   The interim rate established for each hospital is set as a Ratio of Cost to Charges (RCC) derived from the last settlement processed. Each hospital shall, after the close of its own unique fiscal period, submit the Medicare Cost Report (CMS Form 2552) as required by Medicare, which is subsequently audited by the Medicare Fiscal Intermediary according to the Medicare auditing schedule and principles of reimbursement. Allowable costs are allocated to the outpatient services rendered to NH Medicaid recipients on Worksheet B-3, Part III. The current reimbursable amount of the costs is at 54.04% for acute care non-critical access hospitals and 91.27% for critical access hospitals and rehabilitation hospitals. The actual interim payments made during the cost period are compared to the reimbursable costs determined by audit and the difference is the settlement payable to the hospital or to the Department. The results of this review are reported by the fiscal intermediary to the Department and to each hospital. Settlements due to the hospitals are paid in accordance with the timely claims payment requirements of 42 CFR 447.45.

# OFFICIAL

Title XIX – NH

Attachment 4.19-B
Page 5g

## PAYMENT RATES FOR ALL TYPES OF CARE OTHER THAN INPATIENT HOSPITAL, SKILLED NURSING, OR INTERMEDIATE NURSING CARE SERVICES

**Addendum to 21 and 23 above RHC's, FQHC's and FQHC-LAL's (continued):

~~Description of Alternative Payment Methodology – RHC's, FQHC's and FQHC-LAL's (21 and 23 above)~~

21b. Rural Health Clinics (RHC's) – Hospital Based

Hospital-based RHC's are reimbursed a percent of costs. Each hospital, after the close of its own unique fiscal period, submits the Medicare Cost Report (CMS Form 2552) as required by Medicare, which is subsequently audited by the Medicare Fiscal Intermediary according to the Medicare auditing schedule and principles of reimbursement. Allowable costs are allocated to the hospital-based RHC services rendered to NH Medicaid recipients on Worksheet M-3. Effective for services on and after October 8, 2012, the current reimbursable amount of the costs is 91.27%. The reimbursable costs based on the audit are then compared to interim payments that were made during the unique cost period for that hospital, and the difference is the settlement that is payble to the hospital-based RHC or to the Department. Based on the settlement, the interim rate is also established for the hospital's next cost period by taking a Ratio of Cost to Charges (RCC) derived from the last settlement processed. This is an ongoing process that occurs as hospitals submit cost reports when their unique fiscal years end.

Laboratory services provided as part of a hospital based RHC encounter are reimbursed through an add-on fee which is paid in addition to the percentage of cost payment for the encounter. The add-on fee is the same laboratory fee-for-service fee schedule used for all laboratory services reimbursement effective as noted in the NH Title XIX State Plan, Attachment 4.19-B, page 1-1, and is the same fee schedule used for both governmental and private providers. The fee schedule can be found at www.nhmmis.nh.gov (see "documents and forms" under the documentation tab).

Vaccine administration is paid as part of the encounter. However, if vaccine is not administered as part of or incidental to an encounter, the vaccine administration can be billed separately and will be reimbursed at the interim rate and cost settled as per above. The actual vaccine is reimbursed for adults age 19 and older regardless of whether the administration of such vaccine is part of the encounter or billed separately and is billed with a pharmacy revenue code and paid an interim rate which is subsequently cost settled as per above.

## APPENDIX G
## MEDICAID COST SETTLEMENT TECHNICAL REQUIRMENTS

| TECHNICAL REQUIREMENTS | Vendor Response | Vendor Comments |
|---|---|---|
| Instructions:<br>"Vendor Response" Column - Place a "Yes" if the implementation of the Service can fully comply with the requirement described in the row without special customization. A "Yes" can only be used if the requirement describes your standard service. Otherwise, enter "No". A "No" may only be used if the requirement will be met in the future or is not available.<br><br>"Vendor Comments" Column - Provide comments/brief explanation to support your response. This column must be used to explain a "No" response and/or propose alternative approaches to fulfilling the requirement. Free form text can be attached into this column. | | |
| **A GENERAL DATA SECURITY AND PRIVACY** | | |
| A.1 The Vendor shall be strictly prohibited from releasing or using data or information obtained in its capacity as a collector and processor of the data for any purposes other than those specifically authorized by DHHS. Failure to comply could be a violation of NH laws and rules and may lead to voiding of the Contract. | Yes | |
| A.2 The Vendor shall conduct an annual security assessment, performed by an independent third-party security vendor, to verify that the Vendor's environment containing the projects data is secure. Broader Vendor-wide assessments that include the project's systems are acceptable. The Vendor shall provide certification of assessment to DHHS. | Yes | |
| A.3 As the state's agent, the Vendor must provide certification of compliance with the requirements of the Health Insurance Portability & Accountability Act (HIPAA) and DHHS' standard business associate agreement. | Yes | |
| A.4 As the state's agent, the Vendor must provide certification of compliance with the requirements of the United States Commerce Department's National Institute of Standards and Technology (NIST) and the Open Web Application Security Project (OWASP). | Yes | |
| A.5 In carrying out the duties of this Contract, the Vendor shall be the agent and business associate of DHHS. As such, it is bound by applicable State and federal laws regarding health care information. | Yes | |
| A.6 The Vendor shall provide access to the State with a secure FTP or web site to be used by the State for uploading and downloading files. | Yes | |
| A.7 The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of the occurrence. | Yes | |
| A.8 The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor hosting infrastructure and/or the application. | Yes | |

## APPENDIX G
## MEDICAID COST SETTLEMENT TECHNICAL REQUIRMENTS

| | TECHNICAL REQUIREMENTS | VENDOR RESPONSE | VENDOR COMMENTS |
|---|---|---|---|
| A.9 | The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts. | Yes | |
| B | APPLICATION SECURITY REQUIREMENTS | | |
| B.1 | Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services. | Yes | |
| B.2 | Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. | Yes | |
| B.3 | Enforce unique user names. | Yes | |
| B.4 | Enforce complex non-reusable passwords of ten (10) characters or more that contain at least one upper case, one lower case, one numeric, and one symbol. | No | |
| B.5 | Passwords should be forced to an Administrator reset after three (3) failed attempts. | No | |
| B.6 | Encrypt passwords in transmission and at rest within the database. | Yes | |
| B.7 | Expire passwords after ninety days. | No | |
| B.8 | Authorize users and client applications to prevent access to inappropriate or confidential data or services. | Yes | |
| B.9 | Provide the ability to limit the number of people that can grant or change authorizations | Yes | |
| B.10 | Provide the ability to enforce session timeouts during State-defined periods of inactivity. | No | |
| C | HOSTING REQUIREMENTS | | |
| C.1 | The Vendor shall manage the databases and services on all servers located at the Vendor's facility. | Yes | |
| C.2 | The Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer. | No | |
| C.3 | The Vendor shall monitor System, security, and application logs. | Yes | |
| C.4 | The Vendor shall manage the sharing of data resources. | Yes | |
| C.5 | The Vendor shall manage daily backups, off-site data storage, and restore operations. | Yes | |
| C.6 | The Vendor shall monitor physical hardware. | Yes | |
| C.7 | The Vendor shall provide validation that they have adequate disaster recovery procedures in place. | Yes | |
| C.8 | The Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs. | Yes | |
| C.9 | If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes. | Yes | |
| C.10 | The Vendor shall employ security measures that ensure the State's data is protected. | Yes | |

## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with funds from the United States Department of Health and Human Services, Centers of Medicare & Medicaid Services, and Medical Assistance program, Medicaid Title XIX, CFDA #93.778 and State of New Hampshire General Funds.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
4. Payment for said services shall be made as follows:
   - 4.1. The Contractor shall submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for cost settlements completed in the prior month.
   - 4.2. Authorized payments in Paragraph 4.1, include:
     - 4.2.1. Hospital Outpatient Settlements in accordance with the rates indicated in Exhibit B-1.
     - 4.2.2. Hospital Based – Rural Health Clinic Settlements in accordance with the rates rates indicated in Exhibit B-1.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
   - 4.4. The invoice must be submitted to:

     NH Department of Health & Human Services Finance
     Bureau of Billing Reimbursement, Recovery & Rate Setting
     129 Pleasant Street
     Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services, Section 3 Reporting Requirements.
6. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget, Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

# Exhibit B-1

## State Fiscal Year Rates for Cost Settlement Reviews

| State Fiscal Year (SFY) | Type of Audit | Rate | Maximum # of Reviews per SFY | Total |
|---|---|---|---|---|
| 2018 | Hospital Cost Review | $2,185.10 | 6 | $13,110.60 |
| 2018 | HB-Rural HC Review | $1,470.13 | 0 | $0 |
| 2019 | Hospital Cost Review | $2,185.10 | 18 | $39,331.80 |
| 2019 | HB-Rural HC Review | $1,470.13 | 34 | $49,984.42 |
| 2020 | Hospital Cost Review | $2,185.10 | 8 | $17,480.80 |
| 2020 | HB-Rural HC Review | $1,470.13 | 38 | $55,864.94 |

## 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.

**DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

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

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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

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

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

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

## REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

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

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

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

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

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

3. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



Contractor Initials
Date 10/9/17

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Myers and Stauffer LC

10/9/2017
Date

Name: John D. Kraft
Title: Member

## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name: Myers and Stauffer LC

10/9/2017
Date

Name: John D. Kraft
Title: Member



Contractor Initials JK
Date 10/9/17

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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, OHHS 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.

Contractor Name: Myers and Stauffer LC

10/9/2017
Date

John D. Kraft
Name: John D. Kraft
Title: Member

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – 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.

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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Myers and Stauffer LC

10/9/2017
Date

John D. Kraft
Name: John D. Kraft
Title: Member

New Hampshire Department of Health and Human Services
Exhibit H

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Myers and Stauffer LC

10/9/2017
Date

Name: John D. Kraft
Title: Member

## HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 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 | Myers and Stauffer LC |
| The State | Name of the Contractor |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Deborah D. Scheetz | John D. Kraft |
| Name of Authorized Representative | Name of Authorized Representative |
| Deputy Medicaid Director | Member |
| Title of Authorized Representative | Title of Authorized Representative |
| 10-16-17 | 10/9/2017 |
| 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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Myers and Stauffer LC

10/9/2017
Date

John D. Kraft
Name: John D. Kraft
Title: Member

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 078353009

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: _____

## DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. 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.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in-place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor 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 vendor 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, or otherwise physically destroying the media (for example, degaussing). The vendor 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 vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor 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 vendor, including breach notification requirements.

3. The vendor 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 vendor and any applicable sub-contractors prior to system access being authorized.

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

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor 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 appropriate authorized data owner or leadership member within the Department.



Contractor Initials JK

Date 10/5/17