



Lori A. Weaver
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
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March 13, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into an amendment to an existing contract with Milliman, Inc. (VC #173344), Seattle, WA to continue providing actuarial services and technical support for the Department's Division of Medicaid Services, by exercising a renewal option by increasing the price limitation by \$6,247,384 from \$5,416,530 to \$11,663,914 and extending the completion date from June 30, 2024 to June 30, 2026, effective upon Governor and Council approval. 50% Federal Funds. 34% General Funds. 16% Other Funds as defined in RSA 126-AA:3,I.

The original contract was competitively procured and approved by Governor and Council on May 18, 2022, item #8A, and amended with Governor and Council approval on October 4, 2023, item #17.

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

See attached Fiscal Details Sheet

EXPLANATION

The purpose of this request is for the Contractor to continue providing actuarial services and technical support to the Department to meet state and federal requirements to operate the Medicaid Care Management (MCM) Program.

Funding will support the Department's management of pharmaceutical costs in the MCM Program, including management of emerging high-cost cell and gene therapies, a high-cost drug risk pool, and potential transition to a single pharmacy benefit manager. At the time of Governor and Council's approval of the original contract, the number of pipeline high-cost drugs was much smaller. Currently there are over sixty-five (65) high-cost drugs and therapies identified in the pipeline, with many more expected to emerge in future years. The emergence of high-cost drugs and therapies will continue to significantly increase the Department's cost exposure over the coming years. To appropriately manage the risk of utilization of high-cost drugs and emerging therapies, the Department is in need of additional pharmaceutical actuarial expertise not originally projected.

Approximately 182,000 individuals receive health care coverage currently, through the MCM program, which is administered by three (3) Medicaid Managed Care Organizations. The managed care organization contracts are full-risk contracts that utilize capitated rates.

In addition, the Contractor will continue supporting the Certified Community Behavioral Health Clinic (CCBHC) certification system by establishing and certifying capitation rates paid to prospective CCBHC providers that support the CCBHC demonstration services required to be provided to beneficiaries under this model and provides expertise to support the development and preparation of a CCBHC Substance Abuse and Mental Health Services Administration (SAMHSA) application to participate in a four-year CCBHC Demonstration. The Contractor provides technical assistance in designing, setting organization specific and population specific rates, and establishing Prospective Payment System for Medicaid reimbursable CCBHC services.

Additionally, the Contractor provides critical actuarial support and financial analysis, which are integral to continued operations and financial management of the MCM program and other key Medicaid programs. Actuary services are required to establish and certify capitation rates paid to managed care providers; to perform risk adjustment and risk settlement of the capitation rates; to conduct Section 1115 budget neutrality development and monitoring; to support the Department in its interaction with Centers for Medicare & Medicaid Services on actuarial matters; and to conduct other requested financial analysis of care management and fee-for-service Medicaid programs. The Contractor provides expertise to support the development and preparation of an application to participate in a four-year SAMHSA CCBHC Demonstration.

Currently, the Department has Section 1115 demonstration Waiver authority for operation of a substance use disorder and Institutions for Mental Diseases (IMD) exclusion waiver, which was extended by CMS in June 2023 for twelve months to allow for consideration of a five-year extension and amendment. The Department is pursuing a five-year extension with an amendment for community re-entry for justice-involved individuals and presumptive eligibility for individuals applying for home and community-based waiver services or nursing facility services as required under HB2 Chapter Law 79 2023. Further, the level and actuarial complexity of the HB 2 2023 rate increases was not anticipated in the 2021 procurement.

Additionally, the Contractor will continue to perform more complex risk adjustment and risk settlement of the capitation rates with the high-cost drug risk pool, conduct Section 1115 budget neutrality development and monitoring, and support 1915(c) and (j) state plan waivers, support the Department in its interaction with Centers for Medicare & Medicaid Services on actuarial matters; and conduct other requested financial analysis of care management and fee-for-service Medicaid programs.

The Department will monitor contracted services through:

- Regularly scheduled meetings to review outstanding projects and deliverables;
- Timely delivery of reports and any other work products;
- Timely delivery of Medicaid managed care capitation rates; and
- Presentations of key reports to the Department leadership and stakeholders at least annually.

As referenced in Exhibit A, Subsection 1.2. of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, the Department will be unable to complete the actuarial tasks required to successfully manage the MCM program and its state plan waivers, or appropriately certify payment rates for prospective CCBHC providers, which will be disruptive to services for Medicaid beneficiaries.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.778, FAIN 2405NH5ADM, and ALN 93.829, FAIN H79SM987622.

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
Commissioner

File

Department of Health and Human Services
FISCAL DETAIL SHEET

Actuarial Services (2022-DMS-01-ACTUA-01-A02)

05-95-47-470010-79370000 Health and Social Services, Dept of Health and Human Svc, HHS: Division of Medicaid, OFC of Medicaid Services, Medicaid Administration 50% Federal Funds / 50% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svs	47002901	\$1,824,312	\$0	\$1,824,312
2024	102-500731	Contracts for Prog Svs	47002901	\$1,897,259	\$281,124	\$2,178,383
2025	102-500731	Contracts for Prog Svs	47002901	\$0	\$1,923,630	\$1,923,630
2026	102-500731	Contracts for Prog Svs	47002901	\$0	\$2,019,741	\$2,019,741
			<i>Subtotal</i>	<i>\$3,721,571</i>	<i>\$4,224,495</i>	<i>\$7,946,066</i>

05-95-047-470010-23580000 Health and Social Services, Dept of Health and Human Svc, HHS: Division of Medicaid, OFC of Medicaid Services, GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND 50% Federal Funds / 50% Other Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svs	47003330	\$781,848	\$0	\$781,848
2024	102-500731	Contracts for Prog Svs	47003330	\$813,111	\$132,295	\$945,406
2025	102-500731	Contracts for Prog Svs	47003330	\$0	\$922,258	\$922,258
2026	102-500731	Contracts for Prog Svs	47003330	\$0	\$968,336	\$968,336
			<i>Subtotal</i>	<i>\$1,594,959</i>	<i>\$2,022,889</i>	<i>\$3,617,848</i>

05-95-92-922010-19090000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svs	92201915	\$100,000	\$0	\$100,000
			<i>Subtotal</i>	<i>\$100,000</i>	<i>\$0</i>	<i>\$100,000</i>
			TOTAL	\$5,416,530	\$6,247,384	\$11,663,914

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

This Amendment to the Actuarial Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Milliman, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 18, 2022 (Item #8A), as amended on October 4, 2023 (Item #17), 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 1.7, Completion Date, to read:
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$11,663,914
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 50%, Federal funds for Medicaid Entitlement awarded from the US Department of Health and Human Services, Centers for Medicare and Medicaid Services, Assistance Listing Number (ALN) 93.778, FAIN 2405NHADM; and ALN 93.829, FAIN H79SM987622
 - 1.2. 34% General funds.
 - 1.3. 16% Other funds (as defined in RSA 126-AA:3,I).
4. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-3 Budget, Amendment #2.
5. Modify Exhibit C-1 Budget and Exhibit C-2 Activities and Budget, Amendment 1 by replacing it in its entirety with Exhibit C-3 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

3/13/2024

Date

DocuSigned by:
Henry D. Lipman
CF504MD4E70DAE4
Name: Henry D. Lipman
Title: medicaid Director

Milliman, Inc.

3/12/2024

Date

DocuSigned by:
John Meerschaert
43D636102123423
Name: John Meerschaert
Title: principal and Consulting Actuary

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

OFFICE OF THE ATTORNEY GENERAL

3/13/2024

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:

Exhibit C-3 Budget - Amendment 2

ARTICLE	Description of Article	Indirects Method	Category	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040							
21 per State Fiscal Year	Individual managed care capitation rate	Individual managed care capitation rate	Senior Principal	86,75.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00						
			Principal	56,75.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00				
			Senior Consultant	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00		
			Senior Manager	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50		
			Manager	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75		
			Senior Professional Staff	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75
			Professional Staff / Associates	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375
			Information Technology Manager	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75
			Manager - Senior Performance/Quality Director	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75
			Manager - Performance/Quality Director	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75
			Manager - Clinical Management Director	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75
			Manager - Community/Member	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75
			Administrative Staff	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75
			Senior Principal	86,75.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00	177	86,750.00
			Principal	56,75.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00	114	56,750.00
Senior Consultant	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00	57	28,375.00			
Senior Manager	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50	28	14,187.50			
Manager	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75	14	7,093.75			
Senior Professional Staff	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75			
Professional Staff / Associates	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375	14	709.375			
Information Technology Manager	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75			
Manager - Senior Performance/Quality Director	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75			
Manager - Performance/Quality Director	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75			
Manager - Clinical Management Director	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75			
Manager - Community/Member	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75			
Administrative Staff	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75	28	1,418.75			

Exhibit C-3 Budget, Amendment #2

Ad hoc Work Rate Table

The Department may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.

Position Title	SFY 2023	SFY 2024	SFY 2025	SFY 2026
Senior Principal	\$531.25	\$552.50	\$573.75	\$596.70
Principal	\$488.75	\$510.00	\$531.25	\$552.50
Senior Consultant	\$420.75	\$437.75	\$454.75	\$472.94
Consultant	\$365.50	\$378.25	\$395.25	\$411.06
Senior Manager	\$340.00	\$352.75	\$365.50	\$380.12
Manager	\$318.75	\$331.50	\$344.25	\$358.02
Senior Professional Staff	\$272.00	\$284.75	\$297.50	\$309.40
Professional Staff	\$216.75	\$225.25	\$233.75	\$243.10
Actuarial Analysts / Assistants	\$216.75	\$225.25	\$233.75	\$243.10
Information Technology Manager	\$272.00	\$284.75	\$297.50	\$309.40
Administrative Staff	\$42.50	\$42.50	\$42.50	\$44.20
Manatt - Senior Partner/Managing Director	\$1,035.00	\$1,075.00	\$1,120.00	\$1,164.80
Manatt - Partner/Managing Director	\$885.00	\$920.00	\$955.00	\$993.20
Manatt - Senior Manager/Director	\$520.00	\$540.00	\$560.00	\$582.40
Manatt - Consultant/Manager	\$415.00	\$430.00	\$445.00	\$462.80

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 MILLIMAN, INC. is a Washington Profit Corporation registered to transact business in New Hampshire on September 15, 1988. 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: 134216

Certificate Number: 0006607231



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



Certification of Corporate Secretary

I, Mary C. Clare, am the duly qualified and acting Corporate Secretary of Milliman, Inc. and I hereby affirm that:

1. On December 3, 2002, the following resolution was duly adopted by the Board of Directors of the corporation and remains in effect.

BE IT HEREBY RESOLVED, that each Principal of the firm and any consultant meeting requirements established by the Board of Directors are hereby granted the authority to individually negotiate and enter into proposals, engagement letters, contracts, letters of intent, and other documents on behalf of the corporation for the purpose of providing consulting, actuarial, and other professional services.

2. John Meerschaert

is a duly elected and acting Principal of the firm.

is a consultant of the firm who meets the requirements established by the Board of Directors.

3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.

DATED this 12th day of March 2024.

A handwritten signature in black ink, appearing to read "Mary C. Clare".

Mary C. Clare
Corporate Secretary, Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/14/2023

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (312) 381-1000 FAX (A/C. No.): (312) 381-7007	
	E-MAIL ADDRESS:	
INSURED Milliman, Inc. 1301 Fifth Avenue Ste. 3800 Seattle WA 98101 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	20281
	INSURER B: ACE American Insurance Company	22667
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570101518671 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			30040837 General Liability	06/30/2023	06/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71839056 Workers Compensation	06/30/2023	06/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570101518671

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

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301 USA	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 <i>Aon Risk Services Northeast, Inc.</i>
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MEDICAID SERVICES

Lori A. Weaver
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

Henry D. Lipman
Director

September 20, 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 an existing contract with Milliman, Inc. (VC#173344), Seattle, WA, to provide actuarial services and technical support for the Substance Abuse and Mental health Services Administration (SAMHSA) planning grant, by increasing the price limitation by \$100,000 from \$5,316,530 to \$5,416,530 with no change to the contract completion date of June 30, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on May 18, 2022, item #8A.

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

See attached Fiscal Details Sheet.

EXPLANATION

This request is **Sole Source** because the Department is including additional tasks and adding funding. Those tasks include several time-delimited activities related to the aforementioned SAMHSA grant, specifically: the provision of technical assistance in designing organization specific and population specific rates and establishing a Prospective Payment System (PPS) for Medicaid reimbursable services. In addition, the Contractor will complete the actuarial analysis required to develop Certified Community Behavioral Health Clinics (CCBHC) specific PPS for the Community Mental Health Centers (CMHCs) who wish to become CCBHCs. Furthermore, the Contractor will be providing expertise to support the development and preparation of an application to participate in a four-year CCBHC Demonstration.

The purpose of this request is for the Contractor to provide actuarial services and technical support for the recently awarded SAMHSA planning grant. This grant funds the Department's development of a Certified Community Behavioral Health Clinics certification system, prospective payment system for Medicaid reimbursable services, and the preparation of applications to participate in a four-year Certified Community Behavioral Health Clinic Demonstration program.

The Contractor provides actuarial services and technical support to the Department's Division of Medicaid Services in order to meet New Hampshire and federal requirements to operate a Medicaid Care Management Program. The Contractor will support the Certified Community Behavioral Health Clinics certification system by establishing and certifying capitation rates paid to prospective providers that support the services required to beneficiaries under this model and provide expertise to support the development and preparation of an application to participate in a four-year Certified Community Behavioral Health Clinic Demonstration. The

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

Contractor will provide technical assistance in designing, setting organization specific and population specific rates, and establishing Prospective Payment System for Medicaid reimbursable services.

The Department currently has Section 1115 demonstration Waiver authority for operation of a substance use disorder and Institutions for Mental Diseases (IMD) exclusion waiver. The Department is pursuing a five-year extension with an amendment for community re-entry for justice-involved individuals; the current 1115 Waiver was extended by CMS in June 2023 for twelve months to allow for consideration of that amendment.

Additionally, the Contractor will continue to perform risk adjustment and risk settlement of the capitation rates, conduct Section 1115 budget neutrality development and monitoring, support the Department in its interaction with Centers for Medicare & Medicaid Services on actuarial matters; and to conduct other requested financial analysis of care management and fee-for-service Medicaid programs.

Approximately 180,000 individuals currently receive health care coverage through the Medicaid Care Management program, which is administered by three (3) Medicaid Managed Care Organizations. The current managed care organization contracts are full-risk contracts that utilize capitated rates.

The Department will monitor services by ensuring:

- Timely delivery of reports and any other work products;
- Timely delivery of Medicaid managed care capitation rates; and
- Presentations of key reports to the Department leadership and stakeholders at least annually.

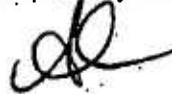
Should the Governor and Council not authorize this request, the Department will not be able to complete the actuarial tasks required to successfully execute the Certified Community Behavioral Health Clinic planning grant and will be unable to appropriately certify payment rates for prospective Certified Community Behavioral Health Clinic providers, therefore prohibiting services to beneficiaries.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.829, FAIN H79SMO87622.

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

Respectfully submitted,



 Lori A. Weaver
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

**05-95-47-470010-79370000 Health and Social Services, Dept of Health and Human Svc, HHS: Division of Medicaid, OFC of Medicaid Services, Medicaid Administration
100% Federal Funds**

Millman, Inc.

Vendor #173344

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	102-500731	Contracts for Prog Svc	47002901	\$1,824,312.00	\$0.00	\$1,824,312.00
2024	102-500731	Contracts for Prog Svc	47002901	\$1,897,259.00	\$0.00	\$1,897,259.00
		Sub Total		\$3,721,571.00	\$0.00	\$3,721,571.00

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

State Fiscal	Class / Account	Class Title	Job Number	Current Amount	Increase	Revised Amount
2023	102-500731	Contracts for Prog Svc	47003330	\$781,848.00	\$0.00	\$781,848.00
2024	102-500731	Contracts for Prog Svc	47003330	\$813,111.00	\$0.00	\$813,111.00
		Sub Total		\$1,594,959.00	\$0.00	\$1,594,959.00

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

State Fiscal	Class / Account	Class Title	Job Number	Current Amount	Increase	Revised Amount
2024	102-500731	Contracts for Prog Svc	92201915	\$0.00	\$100,000.00	\$100,000.00
		Sub Total		\$0.00	\$100,000.00	\$100,000.00

Overall Total	\$5,316,530.00	\$100,000.00	\$5,416,530.00
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**RFP-2022-DMS State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Actuarial Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Milliman, Inc. ("the Contractor").

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 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:
\$5,416,530
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded by:
 - 1.1. 51%, Federal Funds for Medicaid Entitlement awarded from the US Department for Health and Human Services, Centers for Medicare and Medicaid Services, CFDA 93.778, FAIN2205NHADM and CFDA 93.829, FAIN H79SM987622
 - 1.2. 34% General funds.
 - 1.3. 15% Other funds (as defined in RSA 126-AA:3,I).
4. Modify Exhibit B Section 3 Reporting Requirements, 3.1 to read:
3.1 The Contractor shall submit reports in accordance with Exhibit C-1 Budget Sheet and Exhibit C-2 Activities Budget, Amendment 1.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1 Budget through Exhibit C-2 Activities Budget, Amendment 1.
6. Add Exhibit C-2 Activities and Budget, Amendment 1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract 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
ESS818000732432
Name: Henry Lipman
Title: Medicaid Director

Milliman, Inc.

9/18/2023

Date

DocuSigned by:
John Meerschaert
40088182720426
Name: John Meerschaert
Title: Principal and Consulting Actuary

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

OFFICE OF THE ATTORNEY GENERAL

9/19/2023

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:

Exhibit C-2 Activities and Budget, Amendment 1

Contract Vendor: Millman		Activity #	Frequency of Activity	Deliverable Period	Position	Hourly Rate	Estimated Hour Rate Fiscal Year 2024	Cost Price Fiscal Year 2024		
<p>Provide technical assistance in designing, setting organization specific and population specific rates, and establishing Prospective Payment System (PPS) for Medicaid reimbursable services. Complete the actuarial analysis required to develop Certified Community Behavioral Health Clinics (CCBHC) specific PPS for the Community Mental Health Centers (CMHCs) who wish to become CCBHCs.</p>	<p>Sept 2023 through June 2024</p>	<p>Various written reports</p>	Senior Principal	\$650.00	5					
			Principal	\$600.00	8					
			Senior Consultant	\$518.00	15					
			Consultant	\$445.00	25					
			Senior Manager	\$415.00	10					
			Manager	\$390.00	15					
			Senior Professional Staff	\$335.00	15					
			Professional Staff	\$265.00	15					
			Actuarial Analysts / Assistants	\$255.00	15					
			Information Technology Manager	\$335.00						
			Manatt - Senior Partner/Managing Director	\$1,075.00						
			Manatt - Partner/Managing Director	\$920.00						
			Manatt - Senior Manager/Director	\$540.00						
			Manatt - Consultant/Manager	\$430.00						
			Administrative Staff	\$50.00	4		\$51,175			
			<p>Offer expertise to support the development and preparation of an application to participate in a four-year CCBHC Demonstration. Actively participate in all requests for assistance and response.</p>	<p>Sept 2023 through June 2024</p>	<p>Various written reports</p>	Senior Principal	\$650.00	6		
						Principal	\$600.00	8		
Senior Consultant	\$518.00	15								
Consultant	\$445.00	25								
Senior Manager	\$415.00	15								
Manager	\$390.00	15								
Senior Professional Staff	\$335.00	20								
Professional Staff	\$265.00	15								
Actuarial Analysts / Assistants	\$255.00	15								
Information Technology Manager	\$335.00									
Manatt - Senior Partner/Managing Director	\$1,075.00									
Manatt - Partner/Managing Director	\$920.00									
Manatt - Senior Manager/Director	\$540.00									
Manatt - Consultant/Manager	\$430.00									
Administrative Staff	\$50.00	4		\$51,875						
BY 2024						258	\$100,000			

03
JM

Contractor Initials

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

Lori A. Shibinette
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

May 5, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a contract with Milliman, Inc. (VC#173344), Seattle, WA, in the amount of \$5,316,530 for actuarial services and technical support for the Department's Division of Medicaid Services, with the option to renew for up to four (4) additional years, effective July 1, 2022, or upon Governor and Council approval, whichever is later, through June 30, 2024. 50% Federal Funds. 35% General Funds. 15% Other Funds (as defined in RSA 126-AA:3,1).

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

05-95-47-470010 23580000 HHS: OFC OF MEDICAID SERVICES; DIVISION OF MEDICAID SERVICES; NH GRANITE ADV HEALTH CARE TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Program Svc	47003330	\$781,848
2024	102-500731	Contracts for Program Svc	47003330	\$813,111
			<i>Subtotal</i>	\$1,594,959

05-95-47-470010 79370000 HHS: OFC OF MEDICAID SERVICES; DIVISION OF MEDICAID SERVICES; MEDICAID ADMINISTRATION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Program Svc	47002901	\$1,824,312

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

2024	102-500731	Contracts for Program Svc	47002901	\$1,897,259
			Subtotal	\$3,721,571
			Total	\$5,316,530

EXPLANATION

The purpose of this request is to provide actuarial services and technical support to the Department's Division of Medicaid Services in order to meet New Hampshire and federal requirements to operate a Medicaid Care Management Program. The services of an actuary are required to establish and certify capitation rates paid to managed care providers; to perform risk adjustment and risk settlement of the capitation rates; to conduct Section 1115 budget neutrality development and monitoring; to support the Department in its interaction with Centers for Medicare & Medicaid Services on actuarial matters; and to conduct other requested financial analysis of care management and fee-for-service Medicaid programs.

The Department commenced the Medicaid Care Management Program in December 2013, which includes acute care medical, behavioral health and pharmacy services for nearly all Medicaid beneficiaries. Approximately 239,000 individuals currently receive health care coverage through the Medicaid Care Management program, which is administered by three (3) Medicaid Managed Care Organizations. The current managed care organization contracts are full-risk contracts that utilize capitated rates.

The Department currently has Section 1115 demonstration authority for operation of a substance use disorder Institutions for Mental Diseases (IMD) exclusion waiver and is pursuing an amendment to the SMI IMD waiver for mental health institutions.

The Contractor will develop, implement and certify capitation rates and actuarial sound rates, including the preparation of written materials and supporting documentation, annually and as needed, for managed care organizations. Additionally, the Contractor will assist the Department with responding to and communicating with the Centers for Medicare and Medicaid Services regarding any questions and concerns regarding the Department's managed care organization rates. The Contractor will conduct continuous budget neutrality monitoring for all applicable waivers, which includes developing budget neutrality calculations and completing the Centers for Medicare and Medicaid Services budget neutrality worksheets for Medicaid waivers.

The Contractor will provide the Department with technical support by calculating the financial impact of proposed legislative changes and providing legislative testimony to the NH legislature and the Governor and Executive Council. The Contractor will assist the Department with Medicaid policy and program strategy, design, and development. Additionally, the Contractor will assist the Department with the Medicaid Managed Care Organization procurement, as requested. Lastly, the Contractor will update the methodology for claiming enhanced match for family planning services and other enhanced match service delivered under managed care organizations, as needed.

The Department will monitor services by ensuring:

- Timely delivery of reports and any other work products;
- Timely delivery of Medicaid managed care capitation rates; and
- Presentations of key reports to the Department leadership and stakeholders at least annually.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from September 14, 2021 through October 21, 2021. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the Department will not be able to complete the actuarial tasks required to obtain certification and implement its Medicaid Care Management program initiatives in a timely and accurate manner; thereby exposing the Department and the State to increased risk of federal funds being withheld due to noncompliance.

Area served: Statewide

Source of Federal Funds: Centers for Medicare and Medicaid Services, Assistance Listing Number #93.778 Medical Assistance Program, FAIN #2205NHADM

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,

DocuSigned by:
Lori A. Shibinette
248A837ED0E8488

Lori A. Shibinette
Commissioner

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DocuSign Envelope ID: 83CDD3B7-17C1-42B3-87FA-7F68F54BA56B

DocuSign Envelope ID: 05C00505-AD81-4F17-8CE8-C08773D831CF

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFP-2022-DM3-01 ACTUA
 Project Title Actuarial Services

	Maximum Points Available	Qualitative	Minor Health	Other
Technical Requirements	1250			
Actuarial Rates and Certifications (Q1)	125	125	230	250
Budget Neutrality Monitoring (Q2)	85	70	30	80
Walkers (Q3)	30	30	30	40
Budget Neutrality Calculations (Q4)	95	40	60	88
Medical Policy (Q5)	88	35	47	48
Legislative Testimony (Q6)	75	80	35	73
Business Operations (Q7)	58	40	45	40
MCO Networks (Q8)	38	40	45	40
Readiness (Q9)	125	80	100	125
Med Actuarial Presentations	180	140	148	155
		0	0	0
		0	0	0
Subtotal - Technical	1080	630	818	941
Cost				
Appendix D - Budget	730	180	180	185
		0	0	0
Subtotal - Cost	230	180	180	185
TOTAL POINTS	1250	823	1000	1126

Reviewer Name	Title
1. Henry Lipman	Director of Medicaid
2. Athina Gagnon	Medical Finance Director
3. Brooke Belanger	Director Medical Enterprise Dev.
4. Andrew Chabara	Dir. Data Analytics Research
5. Shirley Macipiro	Administrator IV

Subject: Actuarial Services (RFP-2022-DMS-01-ACTUA-01)

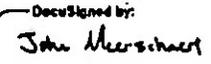
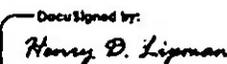
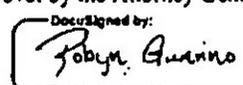
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Milliman, Inc.		1.4 Contractor Address 17335 Golf Parkway Suite 100 Brookfield, WI 53045	
1.5 Contractor Phone Number (262) 784-2250	1.6 Account Number 05-095-047-470010-7937;05-095-047-470010-2358	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$5,316,530
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 5/6/2022		1.12 Name and Title of Contractor Signatory John Meerschaert Principal and Cons. Actuary	
1.13 State Agency Signature DocuSigned by:  Date: 5/6/2022		1.14 Name and Title of State Agency Signatory Henry D. Lipman Medicaid Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/6/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

DS
SM

Contractor Initials

Date 5/6/2022

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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Actuarial Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon G&C approval or July 1, 2022, whichever is later.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 8, Event of Default/Remedies, is amended, as follows (with no changes to 8.1, 8.1.2, 8.1.3, and 8.2.2):

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 and in accordance with Agreement 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 fifteen (15) days from the date of the notice (or such longer period of time as agreed by the parties) (the "Cure Period"); and if the Event of Default is not timely remedied within the Cure Period, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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- 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 in the event of an uncured Event of Default, treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.
- 8.3 No failure by either party to enforce any provisions hereof after any breach or Event of Default shall be deemed a waiver of its rights with regard to that breach or Event of Default, or any subsequent breach or Event of Default. No express failure to enforce any breach or Event of Default shall be deemed a waiver of the right of a party to enforce each and all of the provisions hereof upon any further or other breach or Event of Default on the part of the other party.
- 1.4. Paragraph 9, Termination, is amended as follows:
- 9.2 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 establishing a process to meet those needs.
- 9.3 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.
- 9.4 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.

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- 9.5 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.
- 1.5. Paragraph 10 is amended as follows (with no changes to 10.1 and 10.3):
10. Data/Access/Confidentiality/Preservation/Use of Work Product.
- 10.1 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.
- 10.2 Subject to 10.4 and 10.5 hereunder, 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. Provided, however, that Contractor may retain one copy of the data for purposes of complying with its internal archival and records retention policies, subject to Contractor's continued compliance with the confidentiality and non-use restrictions set forth in this Agreement.
- 10.3 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.
- 10.4 Contractor shall retain all rights, title, and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret, and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents, and templates that have been previously developed by Contractor or developed during the course of the provision of the services ("Contractor Tools") provided such Contractor Tools do not contain any confidential information or proprietary data of State. To the extent that Contractor may include in the materials any pre-existing Contractor proprietary information or other protected Contractor materials, Contractor agrees that the State shall be deemed to have a fully paid up license to make copies of the Contractor owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the State without the
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- written permission of the Contractor or except as required by law, court order, or otherwise permitted herein.
- 10.5 The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit. Contractor's work is prepared solely for the use and benefit of State in accordance with its statutory and regulatory requirements. Contractor recognizes that materials it delivers to the State may be public records subject to disclosure to third parties; however, Contractor does not intend to benefit and assumes no duty or liability to any third parties who receive Contractor's work and may include disclaimer language on its work product so stating. The State agrees not to remove any such disclaimer language from Contractor's work. To the extent that Contractor's work is not subject to disclosure under applicable public records laws, the State agrees that it shall not disclose Contractor's work to third parties without Contractor's prior written consent; provided, however, that the State may distribute Contractor's work to: (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Contractor's work for any purpose other than to provide services to the State, or (ii) any applicable regulatory or governmental agency, as required.
- 10.6 In the event of an early termination of this Agreement due to an uncured Event of Default, bankruptcy, or for any reason other than completion of the Services, Contractor hereby consents to the State distributing copies of the Contractor owned materials for the purposes of completion of the Services by the State or another vendor.
- 1.6. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
- 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
- 1.7. Paragraph 13, Indemnification, is hereby amended to read:
13. Unless otherwise exempted by law, the Contractor shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities and costs for any personal injury, tangible

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property damages, patent or copyright infringement, or other third party claim asserted against the State, its officers or employees, which arise out of the grossly negligent acts or omissions; willful misconduct or intentional fraud of Contractor in the performance of the services hereunder. The State agrees that it will promptly notify and tender the defense to Contractor of any indemnified claim, provided that the State's failure to provide prompt notice shall not relieve Contractor from liability herein except to the extent Contractor is prejudiced by such failure, and Contractor shall, at its sole expense, defend, and at its sole discretion, settle any such indemnifiable claim, provided that, Contractor shall obtain the State's consent in the event of any settlement, which consent shall not be unreasonably withheld. The State may participate in the defense of any indemnified claim at its own expense. 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.

1.8. Paragraph 14, Subparagraph 14.3, Insurance, is amended as follows:

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 upon renewal 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, prior written notice of cancellation of the policy in accordance with the policy provisions.

1.9. Paragraph 17, Notice, is amended as follows:

17. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given when actually received by certified mail, postage prepaid and return receipt requested, in a United States Post Office or if sent by overnight commercial courier with written evidence of delivery and addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

1.10. Paragraph 18, Choice of Law and Forum, is amended to read as follows:

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

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parties agree that any dispute between the parties not resolved pursuant to 7.3 herein and resulting in litigation will be filed and conducted in the New Hampshire State courts and the parties agree to waive the right to a trial by jury.

1.11. Paragraph 25, Limitation of Liability, is hereby added to read as follows:

25. In the event of any claim arising from services provided by Contractor at any time, the total liability of Contractor, its officers, directors, agents and employees to the State shall not exceed eleven million dollars (\$11,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall either Party be liable for lost profits or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of (i) the gross negligence, intentional fraud, or willful misconduct of Contractor, (ii) Contractor's breach of its confidentiality obligations set forth herein, breach of Contractor's data security obligations set forth herein or Contractor's breach of the Business Associate Agreement attached hereto; or (iii) Contractor's indemnification obligations herein.

1.12. Subparagraph 26, Force Majeure, is hereby added to read as follows:

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

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

1.13. Paragraph 27, Subcontractor Services, is hereby added to read as follows:

27. Subcontractor Manatt Health Strategies, LLC ("Subcontractor") is a wholly owned subsidiary of Manatt, Phelps & Phillips, LLP ("MPP"). The services to be performed by Subcontractor under this Agreement are consulting, not legal, services. Subcontractor may engage professionals to render these services, which may include attorneys who are partners or associates of MPP. Even though an attorney is involved, no attorney-client relationship shall exist by virtue of this Agreement. The Department of Health and Human Services is Subcontractor's sole client under this Agreement.

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EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide actuarial services and technical support to the Department's Division of Medicaid Services.

1.2. Scope of Services – Actuarial Services

1.2.1. The Contractor shall ensure its senior actuarial staff have the Fellow of the Society of Actuaries (FSA) designation and are members of the American Academy of Actuaries.

1.2.2. The Contractor shall develop, implement and certify capitation rates and actuarial sound rates, including the preparation of written materials and supporting documentation, annually and as needed, for managed care programs.

1.2.3. The Contractor shall utilize a capitation rate development process that complies with Centers for Medicare and Medicaid Services (CMS) regulations and guidance and actuarial standards and practices, which includes, but is not limited to:

1.2.3.1. Collecting, processing, and validating Medicaid Managed Care Organizations (MCO) encounter data for claims paid by the MCO on a fee-for-service basis and sub capitated services.

1.2.3.2. Collecting, processing, and validating fee-for-service (FFS) data.

1.2.3.3. Collecting, processing, and validating eligibility and enrollment data.

1.2.3.4. Reviewing claim payment patterns and developing incurred but not reported (IBNR) claim liability adjustments.

1.2.3.5. Reviewing MCO provider reimbursement arrangements, including a comparison to Medicaid FFS reimbursement to determine the appropriateness of payment levels.

1.2.3.6. Reviewing historical Medicaid fee schedule changes and development of reimbursement adjustments.

1.2.3.7. Developing analyses to support MCO and provider value-based and alternative payment contracting efforts.

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- 1.2.3.8. Developing trend estimates based on utilization reviews and unit cost trends within the Medicaid Care Management (MCM) program and nationally. For items with unusual trend patterns, the Contractor shall review, analyze, and develop separate trend factors or adjustments.
- 1.2.3.9. Developing prescription drug trends separately for generic, brand, and specialty drugs within each rate cell. The Contractor shall ensure prescription drug trends account for changes in ingredient costs, brand patents, new drugs, preferred drug list, and any other relevant factors impacting the cost and utilization of prescription drugs.
- 1.2.3.10. Reviewing the impact of the opioid crisis, mental health, new pharmaceuticals, new treatment, or other emerging issues on the New Hampshire Medicaid program and recommending appropriate adjustments to properly fund new costs.
- 1.2.3.11. Identifying savings opportunities and developing appropriate adjustments.
- 1.2.3.12. Reviewing recent and upcoming programmatic and rate changes and developing appropriate adjustments.
- 1.2.3.13. Developing an appropriate allowance for MCO administrative costs and target MCO margin, inclusive of a detailed review of the care management responsibilities included in the Contractor's contracts with the MCOs, regular and ad hoc MCO financial reports, and other health plan data available to the actuary or publically.
- 1.2.3.14. Reviewing enrollment patterns and developing projected enrollment by rate cell for each contract period.
- 1.2.4. The Contractor shall review final contracted managed care rates to conduct actuarial certifications. The Contractor shall assist the Department with responding to and communicating with the CMS regarding any questions and/or concerns regarding the Department's managed care rates.
- 1.2.5. The Contractor shall conduct other actuarial services, as requested, which may include but are not limited to:

- 1.2.5.1. Risk corridor analysis and settlement calculations.

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- 1.2.5.2. Medical Loss Ratio Compliance Monitoring.
- 1.2.5.3. Risk adjustment of capitation rates.
- 1.2.5.4. Validation of encounter data for actuarial purposes.
- 1.2.5.5. Develop Risk Adjustment and / or Minimum and Maximum Medical Loss Ratio calculations.
- 1.2.5.6. Data processing services and data validation services including collection and analysis of Managed Care encounter data.
- 1.2.5.7. Budget neutrality and monitoring for all applicable waivers, which include but are not limited:
 - 1.2.5.7.1. IMD/Substance Use Disorder 1115 Waiver.
 - 1.2.5.7.2. Section 1115 Transformation Waiver.
 - 1.2.5.7.3. Fast Forward Waiver State Plan Amendment 1915(i).
 - 1.2.5.7.4. Choices for Independence 1915(c) Waiver.
 - 1.2.5.7.5. Acquired Brain Disorder 1915(c) Waiver.
 - 1.2.5.7.6. Developmental Disabilities 1915(c) Waiver.
 - 1.2.5.7.7. In Home Supports 1915(c) Waiver.
 - 1.2.5.7.8. Freedom of Choice Managed Care 1915(b).
- 1.2.5.8. Analyze prescription drug benefit, formulary cost, spending and usage.
- 1.2.5.9. Withhold and Incentive Payments and Settlements.
- 1.2.6. The Contractor shall conduct continuous budget neutrality monitoring for all applicable waivers, which includes developing budget neutrality calculations and completing the CMS budget neutrality worksheets for Medicaid waivers, which include but are not limited to:
 - 1.2.6.1. 1115 Demonstration Waivers.
 - 1.2.6.2. 1915 (b).
 - 1.2.6.3. 1915(c), and (i) budget estimates.
- 1.2.7. The Contractor shall provide actuarial assistance needed for development of specialized waivers and as needed Medicaid State Plan initiatives.

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EXHIBIT B

1.3. Scope of Services – Technical Assistance

1.3.1. The Contractor shall provide technical support services, which may include but are not limited to:

1.3.1.1. Calculating the financial impact of proposed legislative changes and providing legislative testimony.

1.3.1.2. Being available in person, when required, to present information to the NH legislature and the Governor and Executive Council.

1.3.1.3. Assisting the Contractor with Medicaid policy and program strategy, design, and development.

1.3.1.4. Assisting the Contractor with the MCO procurement, as requested.

1.3.1.5. Updating the methodology for claiming enhanced match for family planning services and other enhanced match service delivered under managed care, as needed.

1.3.2. The Contractor shall assist with design and monitoring of all MCO directed payment arrangements, including but not limited to:

1.3.2.1. Community Residential Services.

1.3.2.2. Psychiatric Designated Receiving Facilities (DRF's).

1.3.2.3. Durable Medical Equipment.

1.3.2.4. Community Mental Health Centers.

1.3.2.5. Critical Access Hospitals.

1.3.3. The Contractor shall provide technical assistance and training sessions, as needed, to increase the Department's understanding of actuarial procedures, standards and practices and CMS requirements.

1.3.4. The Contractor shall assess MCO networks for efficient purchase of provider services.

1.3.5. The Contractor shall support the Department in communications with CMS and contracted MCOs.

1.3.6. The Contractor shall inform the Department of any staff changes that impact the services in this Agreement.

2. Exhibits Incorporated

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- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.
3. **Reporting Requirements**
 - 3.1. The Contractor shall submit reports in accordance with Exhibit C-1 Budget Sheet.
4. **Additional Terms**
 - 4.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 4.2. **Credits and Copyright Ownership**
 - 4.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
 - 4.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
 - 4.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 4.2.3.1. Brochures.
 - 4.2.3.2. Resource directories.
 - 4.2.3.3. Protocols or guidelines.

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**New Hampshire Department of Health and Human Services
Actuarial Services**

EXHIBIT B

4.2.3.4. Posters.

4.2.3.5. Reports.

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

5. Records

5.1. The Contractor shall keep records that include, but are not limited to:

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

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

5.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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**New Hampshire Department of Health and Human Services
Actuarial Services**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 50%, Federal Funds for Medicaid Entitlement awarded from the US Department for Health and Human Services, Centers for Medicare and Medicaid Services, CFDA 93.778, FAIN2205NHADM.
 - 1.2. 35% General funds.
 - 1.3. 15% Other funds (as defined in RSA 126-AA:3,I).
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget Sheet.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DMSInvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

New Hampshire Department of Health and Human Services
Actuarial Services

EXHIBIT C

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. 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.

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Exhibit C - 1 Budget

Department	Activity	Position	Rate	Quantity	Total	Rate	Quantity	Total	Rate	Quantity	Total	
Collection, processing, and validation of eligibility and enrollment data for Medicaid, current rate setting, and for all rate systems	In per State Fiscal Year	Senior Principal	\$675.00	-	-	\$650.00	-	-	-	-	-	
		Principal	\$375.00	2	\$750.00	\$600.00	2	\$1,200.00	-	-	-	
		Senior Consultant	\$495.00	2	\$990.00	\$515.00	2	\$1,030.00	-	-	-	
		Consultants	\$430.00	5	\$1,720.00	\$445.00	5	\$2,225.00	-	-	-	
		Senior Manager	\$400.00	23	\$9,200.00	\$415.00	23	\$9,545.00	-	-	-	
		Manager	\$375.00	14	\$5,250.00	\$360.00	14	\$5,040.00	-	-	-	
		Senior Professional Staff	\$370.00	5	\$1,350.00	\$335.00	5	\$1,675.00	-	-	-	
		Professional Staff	\$293.00	18	\$5,274.00	\$265.00	18	\$4,770.00	-	-	-	
		Information Analysts / Assistants	\$230.00	-	-	\$230.00	-	-	-	-	-	-
		Information Technology Manager	\$1,035.00	58	\$10,755.00	\$935.00	58	\$54,130.00	-	-	-	
		Manager - Senior Purchasing/Managing Director	\$885.00	-	-	\$885.00	-	-	-	-	-	-
		Manager - Senior Purchasing Director	\$325.00	-	-	\$325.00	-	-	-	-	-	-
		Manager - Senior Manager/Director	\$415.00	-	-	\$415.00	-	-	-	-	-	-
		Manager - Purchasing/Manager	\$50.00	-	-	\$50.00	-	-	-	-	-	-
		Administrative Staff	\$50.00	-	-	\$50.00	-	-	-	\$46,180.00	-	\$46,180.00
Data processing services and data validation activities including collection and analysis of Medicaid Care enrollment data for Medicaid, current rate setting, and for all rate systems	In per State Fiscal Year	Senior Principal	\$675.00	-	-	\$650.00	-	-	-	-	-	
		Principal	\$375.00	5	\$1,375.00	\$400.00	5	\$2,000.00	-	-	-	
		Senior Consultant	\$495.00	5	\$2,475.00	\$515.00	5	\$2,575.00	-	-	-	
		Consultants	\$430.00	6	\$1,780.00	\$445.00	6	\$2,670.00	-	-	-	
		Senior Manager	\$400.00	46	\$18,400.00	\$415.00	46	\$19,090.00	-	-	-	
		Manager	\$375.00	27	\$10,125.00	\$360.00	27	\$9,720.00	-	-	-	
		Senior Professional Staff	\$370.00	14	\$5,180.00	\$335.00	14	\$4,690.00	-	-	-	
		Professional Staff	\$293.00	48	\$14,164.00	\$265.00	48	\$12,720.00	-	-	-	
		Information Analysts / Assistants	\$230.00	-	-	\$230.00	-	-	-	-	-	-
		Information Technology Manager	\$325.00	191	\$62,275.00	\$335.00	191	\$63,885.00	-	-	-	
		Manager - Senior Purchasing/Managing Director	\$1,035.00	-	-	\$1,035.00	-	-	-	-	-	-
		Manager - Senior Purchasing Director	\$885.00	-	-	\$885.00	-	-	-	-	-	-
		Manager - Senior Manager/Director	\$325.00	-	-	\$325.00	-	-	-	-	-	-
		Manager - Purchasing/Manager	\$415.00	-	-	\$415.00	-	-	-	-	-	-
		Administrative Staff	\$50.00	-	-	\$50.00	-	-	-	\$170,445.00	-	\$170,445.00
				\$47,130.00			\$50,000.00			\$3,180,860.00		

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Exhibit C - 1 Budget

Department	Position	Grade	Rate	Count	Total	Rate	Count	Total	Rate	Count	Total
Collection, processing, and validation of Florida Services data for historical, current rate setting, and for all time analysis	Senior Principal		\$474.00	1	\$474.00	\$450.00	1	\$450.00			
	Principal		\$471.00	1	\$471.00	\$460.00	1	\$460.00			
	Senior Consultant		\$491.00	1	\$491.00	\$515.00	1	\$515.00			
	Consultant		\$430.00	1	\$430.00	\$445.00	1	\$445.00			
	Senior Manager		\$400.00	23	\$1,520.00	\$413.00	23	\$9,501.00			
	Manager		\$375.00	14	\$5,250.00	\$360.00	14	\$5,040.00			
	Senior Professional Staff		\$350.00	5	\$1,750.00	\$355.00	5	\$1,775.00			
	Professional Staff		\$253.00	23	\$6,319.00	\$243.00	23	\$5,589.00			
	Account Analyst / Assistants		\$254.00	53	\$13,462.00	\$243.00	53	\$12,879.00			
	Information Technology Manager		\$320.00	1	\$320.00	\$336.00	1	\$336.00			
	Manatt - Senior Partner/Managing Director		\$1,035.00	1	\$1,035.00	\$1,075.00	1	\$1,075.00			
	Manatt - Partner/Managing Director		\$885.00	1	\$885.00	\$920.00	1	\$920.00			
	Manatt - Senior Manager/Director		\$520.00	1	\$520.00	\$540.00	1	\$540.00			
	Manatt - Consultant/Manager		\$415.00	1	\$415.00	\$430.00	1	\$430.00			
	Administrative Staff		\$50.00	1	\$50.00	\$50.00	1	\$50.00			
				\$17,815.00			\$19,000.00			\$12,425.00	
Review of state program process and development of proposal for new contract (BPP) state health departments	Senior Principal		\$474.00	1	\$474.00	\$450.00	1	\$450.00			
	Principal		\$471.00	1	\$471.00	\$460.00	1	\$460.00			
	Senior Consultant		\$491.00	1	\$491.00	\$515.00	1	\$515.00			
	Consultant		\$430.00	1	\$430.00	\$445.00	1	\$445.00			
	Senior Manager		\$400.00	9	\$3,600.00	\$413.00	9	\$3,717.00			
	Manager		\$375.00	6	\$1,350.00	\$360.00	6	\$2,160.00			
	Senior Professional Staff		\$350.00	6	\$2,100.00	\$355.00	6	\$2,130.00			
	Professional Staff		\$253.00	5	\$1,265.00	\$243.00	5	\$1,215.00			
	Account Analyst / Assistants		\$254.00	5	\$1,270.00	\$243.00	5	\$1,215.00			
	Information Technology Manager		\$320.00	1	\$320.00	\$336.00	1	\$336.00			
	Manatt - Senior Partner/Managing Director		\$1,035.00	1	\$1,035.00	\$1,075.00	1	\$1,075.00			
	Manatt - Partner/Managing Director		\$885.00	1	\$885.00	\$920.00	1	\$920.00			
	Manatt - Senior Manager/Director		\$520.00	1	\$520.00	\$540.00	1	\$540.00			
	Manatt - Consultant/Manager		\$415.00	1	\$415.00	\$430.00	1	\$430.00			
	Administrative Staff		\$50.00	1	\$50.00	\$50.00	1	\$50.00			
				\$18,871.00			\$19,810.00			\$12,137.00	
Review of MCO provider reimbursement arrangements, including a comparison to Medicaid FFS rate benchmark to determine the appropriateness of payment levels	Senior Principal		\$474.00	1	\$474.00	\$450.00	1	\$450.00			
	Principal		\$471.00	1	\$471.00	\$460.00	1	\$460.00			
	Senior Consultant		\$491.00	18	\$8,838.00	\$515.00	18	\$9,270.00			
	Consultant		\$430.00	14	\$5,820.00	\$445.00	14	\$6,230.00			
	Senior Manager		\$400.00	14	\$5,600.00	\$413.00	14	\$5,782.00			
	Manager		\$375.00	14	\$5,250.00	\$360.00	14	\$5,040.00			
	Senior Professional Staff		\$350.00	5	\$1,750.00	\$355.00	5	\$1,775.00			
	Professional Staff		\$253.00	5	\$1,265.00	\$243.00	5	\$1,215.00			
	Account Analyst / Assistants		\$254.00	5	\$1,270.00	\$243.00	5	\$1,215.00			
	Information Technology Manager		\$320.00	1	\$320.00	\$336.00	1	\$336.00			
	Manatt - Senior Partner/Managing Director		\$1,035.00	1	\$1,035.00	\$1,075.00	1	\$1,075.00			
	Manatt - Partner/Managing Director		\$885.00	1	\$885.00	\$920.00	1	\$920.00			
	Manatt - Senior Manager/Director		\$520.00	1	\$520.00	\$540.00	1	\$540.00			
	Manatt - Consultant/Manager		\$415.00	1	\$415.00	\$430.00	1	\$430.00			
	Administrative Staff		\$50.00	1	\$50.00	\$50.00	1	\$50.00			
				\$33,825.00			\$35,270.00			\$22,500.00	

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Exhibit C - 1 Budget

Agency Name	Agency	Department	Position	Rate	Count	Total	Rate	Count	Total
Support the Department to plan and develop any improvements to the Department's management and oversight of new programs	In per State Fiscal Year	Various other reports	Senior Principal	\$675.00	46	\$303,750.00	\$650.00	46	\$299,000.00
			Principal	\$575.00	27	\$155,250.00	\$600.00	27	\$162,000.00
			Senior Consultant	\$495.00	91	\$450,450.00	\$515.00	91	\$458,550.00
			Consultant	\$430.00	96	\$410,700.00	\$445.00	96	\$426,600.00
			Senior Manager	\$400.00	46	\$184,000.00	\$415.00	46	\$190,900.00
			Manager	\$375.00	36	\$135,000.00	\$390.00	36	\$140,400.00
			Senior Professional Staff	\$320.00	77	\$246,400.00	\$335.00	77	\$257,950.00
			Professional Staff	\$255.00	23	\$64,650.00	\$265.00	23	\$60,950.00
			Archival Analysts / Assistants	\$255.00	14	\$37,700.00	\$265.00	14	\$37,100.00
			Information Technology Manager	\$320.00	10	\$32,000.00	\$335.00	10	\$33,500.00
			Marshall - Senior Partner/Managing Director	\$1,035.00	-	\$0.00	\$1,075.00	-	\$0.00
			Marshall - Partner/Managing Director	\$885.00	-	\$0.00	\$920.00	-	\$0.00
			Marshall - Senior Manager/Director	\$520.00	-	\$0.00	\$540.00	-	\$0.00
			Marshall - Consultant/Manager	\$415.00	-	\$0.00	\$430.00	-	\$0.00
			Administrative Staff	\$50.00	9	\$450.00	\$50.00	9	\$450.00
				\$11,977,735.00			\$12,000,000.00	\$269,135.00	
Review of requests submitted for schedule changes and development of submittal requirements	In per State Fiscal Year	Various other reports	Senior Principal	\$675.00	5	\$3,375.00	\$650.00	5	\$3,250.00
			Principal	\$575.00	5	\$2,875.00	\$600.00	5	\$3,000.00
			Senior Consultant	\$495.00	18	\$90,900.00	\$515.00	18	\$92,700.00
			Consultant	\$430.00	18	\$77,400.00	\$445.00	18	\$80,100.00
			Senior Manager	\$400.00	14	\$56,000.00	\$415.00	14	\$58,100.00
			Manager	\$375.00	14	\$52,500.00	\$390.00	14	\$54,600.00
			Senior Professional Staff	\$320.00	14	\$44,800.00	\$335.00	14	\$46,900.00
			Professional Staff	\$255.00	5	\$12,750.00	\$265.00	5	\$13,250.00
			Archival Analysts / Assistants	\$255.00	3	\$7,650.00	\$265.00	3	\$7,950.00
			Information Technology Manager	\$320.00	3	\$9,600.00	\$335.00	3	\$10,050.00
			Marshall - Senior Partner/Managing Director	\$1,035.00	-	\$0.00	\$1,075.00	-	\$0.00
			Marshall - Partner/Managing Director	\$885.00	-	\$0.00	\$920.00	-	\$0.00
			Marshall - Senior Manager/Director	\$520.00	-	\$0.00	\$540.00	-	\$0.00
			Marshall - Consultant/Manager	\$415.00	-	\$0.00	\$430.00	-	\$0.00
			Administrative Staff	\$50.00	3	\$150.00	\$50.00	3	\$150.00
				\$11,295.00			\$11,250.00	\$269,850.00	
Provide technical support services, which may include but are not limited to: establishing the most recent of approved legislative changes and providing legislative summaries; conduct policy and program strategy, design, and development; and ensuring communications for starting announced future needs for services under managed care as needed	In per State Fiscal Year	Various other reports	Senior Principal	\$675.00	14	\$9,450.00	\$650.00	14	\$9,100.00
			Principal	\$575.00	9	\$5,175.00	\$600.00	9	\$5,400.00
			Senior Consultant	\$495.00	27	\$13,275.00	\$515.00	27	\$13,905.00
			Consultant	\$430.00	36	\$15,480.00	\$445.00	36	\$16,020.00
			Senior Manager	\$400.00	18	\$7,200.00	\$415.00	18	\$7,470.00
			Manager	\$375.00	18	\$6,750.00	\$390.00	18	\$7,020.00
			Senior Professional Staff	\$320.00	17	\$5,440.00	\$335.00	17	\$5,695.00
			Professional Staff	\$255.00	14	\$3,570.00	\$265.00	14	\$3,710.00
			Archival Analysts / Assistants	\$255.00	8	\$2,040.00	\$265.00	8	\$2,120.00
			Information Technology Manager	\$320.00	5	\$1,600.00	\$335.00	5	\$1,675.00
			Marshall - Senior Partner/Managing Director	\$1,035.00	10	\$10,350.00	\$1,075.00	10	\$10,750.00

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Exhibit C - 1 Budget

Activity	Frequency	Personnel	Rate	Quantity	Total	Personnel	Rate	Quantity	Total
<p>Conduct other actuarial services, as requested, which may include risk transfer analysis and risk-based solutions, MCO advice solutions, MCO financial reporting and MCO compliance issues, quarterly risk adjustment of capitation rates, advice on program law design, and valuation of MCO program and financial data.</p>	Quarterly	Market - Partner/Managing Director	\$685.00	32	\$20,720.00	Market - Partner/Managing Director	\$920.00	12	\$8,640.00
		Market - Senior Manager/Director	\$320.00	15	\$4,800.00	Market - Senior Manager/Director	\$540.00	15	\$8,100.00
		Market - Consultant/Manager	\$415.00	5	\$2,075.00	Market - Consultant/Manager	\$430.00	5	\$2,150.00
		Administrative Staff	\$50.00	8	\$400.00	Administrative Staff	\$50.00	8	\$400.00
		Senior Principal	\$675.00	14	\$9,450.00	Senior Principal	\$650.00	14	\$9,100.00
		Principal	\$375.00	14	\$5,250.00	Principal	\$600.00	14	\$8,400.00
		Senior Consultant	\$495.00	36	\$17,820.00	Senior Consultant	\$515.00	36	\$18,540.00
		Consultant	\$430.00	36	\$15,480.00	Consultant	\$445.00	36	\$16,020.00
		Senior Manager	\$400.00	18	\$7,200.00	Senior Manager	\$415.00	18	\$7,470.00
		Manager	\$375.00	9	\$3,375.00	Manager	\$390.00	9	\$3,510.00
Senior Professional Staff	\$320.00	27	\$8,640.00	Senior Professional Staff	\$335.00	27	\$9,045.00		
Professional Staff	\$255.00	9	\$2,495.00	Professional Staff	\$265.00	9	\$2,385.00		
Actuarial Analysts / Assistants	\$255.00	9	\$2,295.00	Actuarial Analysts / Assistants	\$265.00	9	\$2,385.00		
Information Technology Manager	\$320.00	9	\$2,880.00	Information Technology Manager	\$335.00	9	\$3,015.00		
Market - Senior Partner/Managing Director	\$1,035.00	-	\$0.00	Market - Senior Partner/Managing Director	\$1,075.00	-	\$0.00		
Market - Partner/Managing Director	\$885.00	-	\$0.00	Market - Partner/Managing Director	\$920.00	-	\$0.00		
Market - Senior Manager/Director	\$520.00	-	\$0.00	Market - Senior Manager/Director	\$540.00	-	\$0.00		
Market - Consultant/Manager	\$415.00	-	\$0.00	Market - Consultant/Manager	\$430.00	-	\$0.00		
Administrative Staff	\$50.00	-	\$0.00	Administrative Staff	\$50.00	-	\$0.00		
					\$116,150.00				\$120,725.00
<p>Development of bond solutions subject to a review of all risks and unit cost basis within the MCO program and nationally. For items with national bond solutions, the Consultant will review, analyze and develop separate bond solutions and adjustments.</p>	2x per State Fiscal Year	Senior Principal	\$675.00	5	\$3,375.00	Senior Principal	\$650.00	5	\$3,250.00
		Principal	\$375.00	5	\$1,875.00	Principal	\$600.00	5	\$3,000.00
		Senior Consultant	\$495.00	18	\$9,090.00	Senior Consultant	\$515.00	18	\$9,270.00
		Consultant	\$430.00	14	\$5,820.00	Consultant	\$445.00	14	\$6,230.00
		Senior Manager	\$400.00	14	\$5,600.00	Senior Manager	\$415.00	14	\$5,810.00
		Manager	\$375.00	7	\$2,625.00	Manager	\$390.00	7	\$2,730.00
		Senior Professional Staff	\$320.00	14	\$4,480.00	Senior Professional Staff	\$335.00	14	\$4,690.00
		Professional Staff	\$255.00	9	\$2,295.00	Professional Staff	\$265.00	9	\$2,385.00
		Actuarial Analysts / Assistants	\$255.00	9	\$2,295.00	Actuarial Analysts / Assistants	\$265.00	9	\$2,385.00
		Information Technology Manager	\$320.00	5	\$1,600.00	Information Technology Manager	\$335.00	5	\$1,675.00
Market - Senior Partner/Managing Director	\$1,035.00	-	\$0.00	Market - Senior Partner/Managing Director	\$1,075.00	-	\$0.00		
Market - Partner/Managing Director	\$885.00	-	\$0.00	Market - Partner/Managing Director	\$920.00	-	\$0.00		
Market - Senior Manager/Director	\$520.00	-	\$0.00	Market - Senior Manager/Director	\$540.00	-	\$0.00		
Market - Consultant/Manager	\$415.00	-	\$0.00	Market - Consultant/Manager	\$430.00	-	\$0.00		
Administrative Staff	\$50.00	-	\$0.00	Administrative Staff	\$50.00	-	\$0.00		
					\$34,905.00				\$37,485.00
<p>Development of presentation slide decks separately for plan, bond, and specialty drug value cost plan deck. The presentation slide decks must account for changes in regulatory rules, trends within new drugs, or shared drug list, and any other relevant factors regarding the cost and utilization of prescription drugs.</p>	2x per State Fiscal Year	Senior Principal	\$675.00	8	\$5,400.00	Senior Principal	\$650.00	8	\$5,200.00
		Principal	\$375.00	8	\$3,000.00	Principal	\$600.00	8	\$4,800.00
		Senior Consultant	\$495.00	32	\$15,840.00	Senior Consultant	\$515.00	32	\$16,480.00
		Consultant	\$430.00	32	\$13,760.00	Consultant	\$445.00	32	\$14,440.00
		Senior Manager	\$400.00	18	\$7,200.00	Senior Manager	\$415.00	18	\$7,470.00
		Manager	\$375.00	9	\$3,375.00	Manager	\$390.00	9	\$3,510.00
		Senior Professional Staff	\$320.00	27	\$8,640.00	Senior Professional Staff	\$335.00	27	\$9,045.00
		Professional Staff	\$255.00	18	\$4,590.00	Professional Staff	\$265.00	18	\$4,770.00
		Actuarial Analysts / Assistants	\$255.00	9	\$2,295.00	Actuarial Analysts / Assistants	\$265.00	9	\$2,385.00
		Information Technology Manager	\$320.00	8	\$2,560.00	Information Technology Manager	\$335.00	8	\$2,680.00
Market - Senior Partner/Managing Director	\$1,035.00	-	\$0.00	Market - Senior Partner/Managing Director	\$1,075.00	-	\$0.00		
Market - Partner/Managing Director	\$885.00	-	\$0.00	Market - Partner/Managing Director	\$920.00	-	\$0.00		
Market - Senior Manager/Director	\$520.00	-	\$0.00	Market - Senior Manager/Director	\$540.00	-	\$0.00		
Market - Consultant/Manager	\$415.00	-	\$0.00	Market - Consultant/Manager	\$430.00	-	\$0.00		
Administrative Staff	\$50.00	-	\$0.00	Administrative Staff	\$50.00	-	\$0.00		
					\$47,085.00				\$49,780.00

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Exhibit C - 1 Budget

Agency Name	Division	Position Title	Grade	Rate	Months	Start Date	End Date	FY2022 Total	FY2023 Total	FY2024 Total
Review of the impact of both the mental health care and the opioid crisis on the State's health care programs and recommend appropriate responses to identify and address health and social treatment needs	One per State Fiscal Year	Various other reports	Senior Principal	6075.00	1			6075.00		
			Principal	5275.00	3			15825.00		
			Senior Consultant	4495.00	12			53940.00		
			Consultant	4430.00	12			53160.00		
			Senior Manager	4000.00	12			48000.00		
			Manager	3775.00	12			45300.00		
			Senior Professional Staff	3320.00	12			39840.00		
			Professional Staff	3255.00	3			9765.00		
			Acquisitional Analysts / Assistants	3255.00	3			9765.00		
			Information Technology Manager	3320.00	1			3320.00		
			Manager - Senior Partner/Managing Director	11,035.00	1			11,035.00		
			Manager - Partner/Managing Director	8865.00	1			8865.00		
			Manager - Senior Manager/Director	4320.00	1			4320.00		
			Manager - Consultant/Manager	3415.00	1			3415.00		
			Administrative Staff	150.00	1			150.00		
						137,951.00		137,951.00		
Development of analyses to support MCO and provider risk-based payment contracting efforts	One per State Fiscal Year	Various other reports	Senior Principal	6075.00	1			6075.00		
			Principal	5275.00	3			15825.00		
			Senior Consultant	4495.00	9			40455.00		
			Consultant	4430.00	9			39870.00		
			Senior Manager	4000.00	9			36000.00		
			Manager	3775.00	9			34005.00		
			Senior Professional Staff	3320.00	9			29880.00		
			Professional Staff	3255.00	3			9765.00		
			Acquisitional Analysts / Assistants	3255.00	3			9765.00		
			Information Technology Manager	3320.00	1			3320.00		
			Manager - Senior Partner/Managing Director	11,035.00	1			11,035.00		
			Manager - Partner/Managing Director	8865.00	1			8865.00		
			Manager - Senior Manager/Director	4320.00	1			4320.00		
			Manager - Consultant/Manager	3415.00	1			3415.00		
			Administrative Staff	150.00	1			150.00		
						177,981.00		177,981.00		
Development of an additional deliverable for MCO performance study and target MCO design, conduct of a detailed review of the state's current contract negotiations included in the Department's contracts with the MCOs	One per State Fiscal Year	Various other reports	Senior Principal	6075.00	1			6075.00		
			Principal	5275.00	12			63300.00		
			Senior Consultant	4495.00	9			40455.00		
			Consultant	4430.00	9			39870.00		
			Senior Manager	4000.00	12			48000.00		
			Manager	3775.00	12			45300.00		
			Senior Professional Staff	3320.00	12			39840.00		
			Professional Staff	3255.00	3			9765.00		
			Acquisitional Analysts / Assistants	3255.00	3			9765.00		
			Information Technology Manager	3320.00	1			3320.00		
			Manager - Senior Partner/Managing Director	11,035.00	1			11,035.00		
			Manager - Partner/Managing Director	8865.00	1			8865.00		
			Manager - Senior Manager/Director	4320.00	1			4320.00		
			Manager - Consultant/Manager	3415.00	1			3415.00		
			Administrative Staff	150.00	1			150.00		
						137,895.00		137,895.00		
Develop this Agreement (P) for Medicaid and HealthCare Market Link from administrative under the authority	One per State Fiscal Year	Budget meetings reports	Senior Principal	6075.00	1			6075.00		
			Principal	5275.00	3			15825.00		
			Senior Consultant	4495.00	12			53940.00		
			Consultant	4430.00	12			53160.00		
			Senior Manager	4000.00	12			48000.00		
			Manager	3775.00	12			45300.00		
			Senior Professional Staff	3320.00	12			39840.00		
			Professional Staff	3255.00	3			9765.00		
			Acquisitional Analysts / Assistants	3255.00	3			9765.00		
			Information Technology Manager	3320.00	1			3320.00		
			Manager - Senior Partner/Managing Director	11,035.00	1			11,035.00		
			Manager - Partner/Managing Director	8865.00	1			8865.00		
			Manager - Senior Manager/Director	4320.00	1			4320.00		
			Manager - Consultant/Manager	3415.00	1			3415.00		
			Administrative Staff	150.00	1			150.00		
						137,895.00		137,895.00		

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Exhibit C - 1. Budget

Account Number	Account Name	Account Description	Account Type	Account Status	Account Balance	Account Total				
		Market - Senior Partner/Managing Director			\$1,075.00					
		Market - Partner/Managing Director			883.00					
		Market - Senior Manager/Director			1,330.00					
		Market - Consultant/Manager			443.00					
		Administrative Staff			350.00					
						\$36,910.00				\$36,910.00
		Senior Principal			823.00					
		Principal			573.00					
		Senior Consultant			446.00					
		Consultant			1,320.00					
		Senior Manager			1,400.00					
		Manager			373.00					
		Senior Professional Staff			1,320.00					
		Professional Staff			1,253.00					
		Actuarial Analysts / Assistants			323.00					
		Information Technology Manager			320.00					
		Market - Senior Partner/Managing Director			1,075.00					
		Market - Partner/Managing Director			883.00					
		Market - Senior Manager/Director			1,320.00					
		Market - Consultant/Manager			443.00					
		Administrative Staff			350.00					
						\$47,175.00				\$47,175.00
		Senior Principal			823.00					
		Principal			573.00					
		Senior Consultant			446.00					
		Consultant			1,320.00					
		Senior Manager			1,400.00					
		Manager			373.00					
		Senior Professional Staff			1,320.00					
		Professional Staff			1,253.00					
		Actuarial Analysts / Assistants			323.00					
		Information Technology Manager			320.00					
		Market - Senior Partner/Managing Director			1,075.00					
		Market - Partner/Managing Director			883.00					
		Market - Senior Manager/Director			1,320.00					
		Market - Consultant/Manager			443.00					
		Administrative Staff			350.00					
						\$44,865.00				\$44,865.00
		Senior Principal			823.00					
		Principal			573.00					
		Senior Consultant			446.00					
		Consultant			1,320.00					
		Senior Manager			1,400.00					
		Manager			373.00					
		Senior Professional Staff			1,320.00					
		Professional Staff			1,253.00					
		Actuarial Analysts / Assistants			323.00					
		Information Technology Manager			320.00					
		Market - Senior Partner/Managing Director			1,075.00					
		Market - Partner/Managing Director			883.00					
		Market - Senior Manager/Director			1,320.00					
		Market - Consultant/Manager			443.00					
		Administrative Staff			350.00					
						\$41,895.00				\$41,895.00
		Senior Principal			823.00					
		Principal			573.00					
		Senior Consultant			446.00					
		Consultant			1,320.00					
		Senior Manager			1,400.00					

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Exhibit C - 1 Budget

Account Agency Budget	Account	Category	Subcategory	Position	Rate	Count	Amount	Rate	Count	Amount	Rate	Count	Amount
Comprehensive health insurance and monitoring for all Section 11142 and Section 11714 members. Provide updated budget monthly and cost effectiveness programs regularly and as needed. See Attachment B Website.	1119 Welfare	Budget	Health	Manager	\$375.00	14	\$5,250.00		14	\$5,250.00		14	\$5,250.00
				Senior Professional Staff	\$170.00	27	\$4,590.00		27	\$4,590.00		27	\$4,590.00
				Professional Staff	\$255.00	14	\$3,570.00		14	\$3,570.00		14	\$3,570.00
				Actuarial Analysts / Assistants	\$255.00	1	\$255.00		1	\$255.00		1	\$255.00
				Information Technology Manager	\$370.00	1	\$370.00		1	\$370.00		1	\$370.00
				Manager - Senior Partner/Managing Director	\$1,035.00	10	\$10,350.00		10	\$10,350.00		10	\$10,350.00
				Manager - Partner/Managing Director	\$885.00	11	\$9,735.00		11	\$9,735.00		11	\$9,735.00
				Manager - Senior Manager/Director	\$530.00	11	\$5,830.00		11	\$5,830.00		11	\$5,830.00
				Manager - Consultant/Manager	\$415.00	1	\$415.00		1	\$415.00		1	\$415.00
				Administrative Staff	\$50.00	1	\$50.00		1	\$50.00		1	\$50.00
Provide technical assistance training systems as needed to educate the Department's understanding of acquisition procedures, standards and practice and CBO requirements.	2 per year (1-3 hours per month)	Training	Assessments	Senior Principal	\$675.00	2	\$1,350.00		2	\$1,350.00		2	\$1,350.00
				Principal	\$375.00	2	\$750.00		2	\$750.00		2	\$750.00
				Senior Consultant	\$495.00	1	\$495.00		1	\$495.00		1	\$495.00
				Consultant	\$430.00	1	\$430.00		1	\$430.00		1	\$430.00
				Senior Manager	\$400.00	1	\$400.00		1	\$400.00		1	\$400.00
				Manager	\$375.00	1	\$375.00		1	\$375.00		1	\$375.00
				Senior Professional Staff	\$320.00	1	\$320.00		1	\$320.00		1	\$320.00
				Professional Staff	\$255.00	1	\$255.00		1	\$255.00		1	\$255.00
				Actuarial Analysts / Assistants	\$255.00	1	\$255.00		1	\$255.00		1	\$255.00
				Information Technology Manager	\$320.00	1	\$320.00		1	\$320.00		1	\$320.00
Participate in regular working meetings including interdepartmental planning meetings and create role as defined in the development and review. Support all the resources.	1 weekly	Meeting	Meetings	Manager - Senior Partner/Managing Director	\$1,035.00	1	\$1,035.00		1	\$1,035.00		1	\$1,035.00
				Manager - Partner/Managing Director	\$885.00	1	\$885.00		1	\$885.00		1	\$885.00
				Manager - Senior Manager/Director	\$530.00	1	\$530.00		1	\$530.00		1	\$530.00
				Manager - Consultant/Manager	\$415.00	1	\$415.00		1	\$415.00		1	\$415.00
				Administrative Staff	\$50.00	1	\$50.00		1	\$50.00		1	\$50.00
				Senior Principal	\$675.00	1	\$675.00		1	\$675.00		1	\$675.00
				Principal	\$375.00	1	\$375.00		1	\$375.00		1	\$375.00
				Senior Consultant	\$495.00	1	\$495.00		1	\$495.00		1	\$495.00
				Consultant	\$430.00	1	\$430.00		1	\$430.00		1	\$430.00
				Senior Manager	\$400.00	1	\$400.00		1	\$400.00		1	\$400.00
Conduct, monitor and provide technical support with plans with reference to a quarterly budgetary report.	Quarterly Reporting (at 8/1/22)	Full-time	Support	Senior Principal	\$675.00	1	\$675.00		1	\$675.00		1	\$675.00
				Principal	\$375.00	1	\$375.00		1	\$375.00		1	\$375.00
				Senior Consultant	\$495.00	1	\$495.00		1	\$495.00		1	\$495.00
				Consultant	\$430.00	1	\$430.00		1	\$430.00		1	\$430.00
				Senior Manager	\$400.00	1	\$400.00		1	\$400.00		1	\$400.00
				Manager	\$375.00	1	\$375.00		1	\$375.00		1	\$375.00
				Senior Professional Staff	\$320.00	1	\$320.00		1	\$320.00		1	\$320.00
				Professional Staff	\$255.00	1	\$255.00		1	\$255.00		1	\$255.00
				Actuarial Analysts / Assistants	\$255.00	1	\$255.00		1	\$255.00		1	\$255.00
				Information Technology Manager	\$320.00	1	\$320.00		1	\$320.00		1	\$320.00

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Exhibit C - 1 Budget

Department	Position	Rate	Count	Total	Rate	Count	Total
Technical support to assist the Department with program design and health care policy strategy including guidance on implementing the Department's HEDIS contract, assist with annual budget process and health care policy mapping	Senior Principal	\$675.00	14	\$8,450.00	\$650.00	14	\$9,100.00
	Principal	\$575.00	-	\$0.00	\$600.00	-	\$0.00
	Senior Consultant	\$485.00	8	\$3,880.00	\$515.00	8	\$4,120.00
	Consultant	\$430.00	5	\$1,755.00	\$445.00	5	\$2,225.00
	Senior Manager	\$400.00	-	\$0.00	\$415.00	-	\$0.00
	Manager	\$375.00	-	\$0.00	\$390.00	-	\$0.00
	Senior Professional Staff	\$320.00	-	\$0.00	\$335.00	-	\$0.00
	Professional Staff	\$250.00	-	\$0.00	\$265.00	-	\$0.00
	Actuarial Analysts / Assistants	\$255.00	-	\$0.00	\$270.00	-	\$0.00
	Information Technology Manager	\$320.00	-	\$0.00	\$335.00	-	\$0.00
	Manager - Senior Partner/Managing Director	\$1,035.00	10	\$10,350.00	\$1,075.00	10	\$10,750.00
	Manager - Partner/Managing Director	\$885.00	11	\$8,850.00	\$920.00	11	\$10,120.00
	Manager - Senior Manager/Director	\$520.00	20	\$10,400.00	\$540.00	20	\$10,800.00
	Manager - Consultant/Manager	\$415.00	10	\$4,150.00	\$430.00	10	\$4,300.00
Administrative Staff	\$50.00	-	\$0.00	\$50.00	-	\$0.00	
			77,730.00			77,690.00	
Provide administrative support to the Centers for Medicare and Medicaid Services (CMS) and approved Managed Care Organizations (MCOs)	Senior Principal	\$675.00	18	\$12,150.00	\$650.00	18	\$11,700.00
	Principal	\$575.00	9	\$5,175.00	\$600.00	9	\$5,400.00
	Senior Consultant	\$485.00	27	\$13,155.00	\$515.00	27	\$13,905.00
	Consultant	\$430.00	16	\$6,880.00	\$445.00	16	\$7,120.00
	Senior Manager	\$400.00	9	\$3,600.00	\$415.00	9	\$3,735.00
	Manager	\$375.00	9	\$3,375.00	\$390.00	9	\$3,510.00
	Senior Professional Staff	\$320.00	-	\$0.00	\$335.00	-	\$0.00
	Professional Staff	\$250.00	-	\$0.00	\$265.00	-	\$0.00
	Actuarial Analysts / Assistants	\$255.00	-	\$0.00	\$270.00	-	\$0.00
	Information Technology Manager	\$320.00	-	\$0.00	\$335.00	-	\$0.00
	Manager - Senior Partner/Managing Director	\$1,035.00	-	\$0.00	\$1,075.00	-	\$0.00
	Manager - Partner/Managing Director	\$885.00	-	\$0.00	\$920.00	-	\$0.00
	Manager - Senior Manager/Director	\$520.00	-	\$0.00	\$540.00	-	\$0.00
	Manager - Consultant/Manager	\$415.00	-	\$0.00	\$430.00	-	\$0.00
Administrative Staff	\$50.00	14	\$700.00	\$50.00	14	\$700.00	
			11,945.00			11,890.00	
Administered as non-competitive process (see 2012 State Budget Letter Transmittal in the Act for Health Care Policy Reform)	Senior Principal	\$675.00	-	\$0.00	\$650.00	-	\$0.00
	Principal	\$575.00	-	\$0.00	\$600.00	-	\$0.00
	Senior Consultant	\$485.00	-	\$0.00	\$515.00	-	\$0.00
	Consultant	\$430.00	-	\$0.00	\$445.00	-	\$0.00
	Senior Manager	\$400.00	-	\$0.00	\$415.00	-	\$0.00
	Manager	\$375.00	-	\$0.00	\$390.00	-	\$0.00
	Senior Professional Staff	\$320.00	-	\$0.00	\$335.00	-	\$0.00
	Professional Staff	\$250.00	-	\$0.00	\$265.00	-	\$0.00
	Actuarial Analysts / Assistants	\$255.00	-	\$0.00	\$270.00	-	\$0.00
	Information Technology Manager	\$320.00	-	\$0.00	\$335.00	-	\$0.00
	Manager - Senior Partner/Managing Director	\$1,035.00	-	\$0.00	\$1,075.00	-	\$0.00
	Manager - Partner/Managing Director	\$885.00	-	\$0.00	\$920.00	-	\$0.00
	Manager - Senior Manager/Director	\$520.00	-	\$0.00	\$540.00	-	\$0.00
	Manager - Consultant/Manager	\$415.00	-	\$0.00	\$430.00	-	\$0.00
Administrative Staff	\$50.00	-	\$0.00	\$50.00	-	\$0.00	
			10.00			10.00	
TOTALS:			12,804,180.00			12,710,370.00	

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Exhibit C-1

Ad hoc Work Rate Table

The Department may request additional Services from the Contract and requires rates in the event that additional Service is required.

Position/Title	SFY 2022	SFY 2023	SFY 2024	SFY 2025
Senior Principal	\$510.00	\$531.25	\$552.50	\$573.75
Principal	\$471.75	\$488.75	\$510.00	\$531.25
Senior Consultant	\$403.75	\$420.75	\$437.75	\$454.75
Consultant	\$352.75	\$365.50	\$378.25	\$395.25
Senior Manager	\$327.25	\$340.00	\$352.75	\$365.50
Manager	\$306.00	\$318.75	\$331.50	\$344.25
Senior Professional Staff	\$263.50	\$272.00	\$284.75	\$297.50
Professional Staff	\$208.25	\$216.75	\$225.25	\$233.75
Actuarial Analysts / Assistants	\$208.25	\$216.75	\$225.25	\$233.75
Information Technology Manager	\$263.50	\$272.00	\$284.75	\$297.50
Administrative Staff	\$42.50	\$42.50	\$42.50	\$42.50
Manatt - Senior Partner/Managing Director	\$995.00	\$1,035.00	\$1,075.00	\$1,120.00
Manatt - Partner/Managing Director	\$850.00	\$885.00	\$920.00	\$955.00
Manatt - Senior Manager/Director	\$500.00	\$520.00	\$540.00	\$560.00
Manatt - Consultant/Manager	\$400.00	\$415.00	\$430.00	\$445.00

Millman, Inc.

Exhibit C-1 Budget

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Contractor
Initials: SM

Date 5/6/2022

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

17335 Golf Parkway, Suite 100, Brookfield, Waukesha County, WI 53045
71 S. Wacker Drive, 31st Floor, Chicago, Cook County, IL 60606

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

Vendor Name:

5/6/2022

Date

DocuSigned by:

John Meerschaert

Name: John Meerschaert

Title: Principal and Cons. Actuary



New Hampshire Department of Health and Human Services - Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

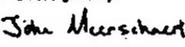
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name:

5/6/2022

Date

DocuSigned by:

 Name: John Meerschaert
 Title: Principal and Cons. Actuary

New Hampshire Department of Health and Human Services
Exhibit F



**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

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



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

5/6/2022

Date

DocuSigned by:

John Meerschaert

Name: John Meerschaert

Title: principal and Cons. Actuary

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JM

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS
JM

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5/6/2022

Date

DocuSigned by:

John Meerschaert

Name: John Meerschaert

Title: Principal and Cons. Actuary

Exhibit G

Contractor Initials

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JM

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

New Hampshire Department of Health and Human Services
Exhibit 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:

5/6/2022

Date

DocuSigned by:

John Meerschaert

Name: John Meerschaert

Title: principal and Cons. Actuary

DS
JM

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Milliman

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

JM

Date 5/6/2022

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45CFR 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.
 - IV. To de-identify PHI in accordance with the Privacy Rule and maintain such de-identified health information provide that all identifiers are destroyed in accordance with this Agreement and there are no constructive identifiers; or
 - V. To create a Limited Data Set for the purpose of providing the services in accordance with Exhibit B of the Agreement, provided that Business Associate complies with its obligations under this Agreement.
- 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.

Milliman

Contractor Initials _____

Date 5/6/2022

JA

New Hampshire Department of Health and Human Services



Exhibit I

- 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. The parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Electronic PHI.
- b. The Business Associate shall immediately perform a risk assessment within two (2) business days of the breach and promptly report the findings of the risk assessment in writing to the Covered Entity. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of Identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment report as soon as the investigation is completed and report the findings of the risk assessment report in writing to the Covered Entity as soon as possible thereafter.

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

Millman

Contractor Initials

or
JM

Date: 5/6/2022

New Hampshire Department of Health and Human Services



Exhibit I

- 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

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New Hampshire Department of Health and Human Services



Exhibit I

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.

- I. 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. Notwithstanding the above, upon written notice to Covered Entity, Business Associate may maintain one copy of the minimum necessary PHI, subject to the protections contained herein, for a period of seven (7) years in order to comply with applicable work product documentation standards to which Business Associate is subject.

(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.
- d. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except as expressly permitted herein.

(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.

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Contractor Initials

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Date 5/6/2022

New Hampshire Department of Health and Human Services



Exhibit I

(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, 42 CFR Part 2 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 Business Associate Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and 42 CFR Part 2.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.
- g. **Independent Contractors.** Business Associate and Covered Entity are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Business Associate and Covered Entity. Neither Business Associate nor Covered Entity will have the power to bind the other or incur obligations on the other party's behalf without the other party's written consent, except as otherwise expressly provided in this Agreement.



New Hampshire Department of Health and Human Services

Exhibit I

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

Department of Health and Human Services

Milliman, Inc.

The State signed by:

Name of the Contractor

Henry D. Lipman

John Meerschaert

Signature of Authorized Representative

Signature of Authorized Representative

Henry D. Lipman

John Meerschaert

Name of Authorized Representative
Medicaid Director

Name of Authorized Representative

Principal and Cons. Actuary

Title of Authorized Representative

Title of Authorized Representative

5/6/2022

5/6/2022

Date

Date

Milliman

Contractor Initials

JM

Date 5/6/2022



New Hampshire Department of Health and Human Services
Exhibit J

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

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

In accordance with 2 CFR Part 170 (Reporting 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:

5/6/2022

Date

DocuSigned by:

John Meerschaert

Name: JOHN MEERSCHAERT

Title: Principal and Cons. Actuary

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New Hampshire Department of Health and Human Services
Exhibit J



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: 071835995

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov