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

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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May 16, 2024

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Public Health Services to enter into Provider Agreements with healthcare providers for the purpose of providing services to individuals enrolled in the NH CARE Program, which provides financial assistance for medical services to uninsured and underinsured New Hampshire residents living with Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), active tuberculosis, suspect active tuberculosis, or high-risk latent tuberculosis infection (LBTI); and

2) Contingent on approval of Request #1, authorize the Department of Health and Human Services, Division of Public Health Services, New Hampshire CARE Program, to make unencumbered payments not to exceed \$1,274,625 for all participating healthcare providers.

Both requests shall be effective July 1, 2024, upon Governor and Executive Council approval, through June 30, 2027. 5% General Funds. 95% Other Funds (Pharmaceutical Rebates).

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability of continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The Department is requesting to enter into the attached Provider Agreement to fund healthcare services provided to individuals enrolled in the NH CARE Program. The Department has identified provider agreements as the most productive approach to increase provider participation in the NH CARE Program and ensure access to care for all New Hampshire residents who require vital medical services. The program has used Provider Agreements since 2021, previously approved by the Governor & Council on March 24, 2021 (Item #12). Providers registered and in good standing with the New Hampshire Secretary of State's Office are eligible to participate in this program after completing the Provider Agreement.

The NH CARE Program ensures access to care for financially eligible individuals living with HIV/AIDS, active tuberculosis, suspect active tuberculosis, or high-risk latent tuberculosis infection (LTBI). In accordance with the Health Resources and Services Administration's (HSRA) Ryan White HIV/AIDS Program and the CDC, the New Hampshire CARE Program is subject to

the federal mandate to implement contractual agreements with core medical service providers. Core medical providers are subject to maintaining nationally accepted fiscal, programmatic, and monitoring standards established by HRSA. Federal and CDC regulations also require that NH CARE Program funds be used as a payer of last resort.

The services in these agreements promote the goals of the National HIV/AIDS Strategy and maintain a continuum of care to reduce HIV related health disparities and the occurrence of negative health outcomes. Funds will be used to provide core medical services to individuals who are enrolled in the New Hampshire CARE Program.

The Department is also requesting authority to make unencumbered payments to participating healthcare providers in accordance with the attached Provider Agreement that has been reviewed and approved by the Attorney General's Office. Given the large number of potential providers, this requested action will result in a more streamlined and efficient contracting process, which will prevent delays in the delivery of these critical medical services.

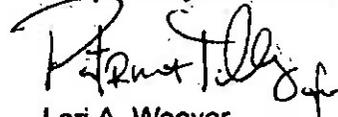
The Department will monitor services by conducting site visits at service locations, providing technical assistance monitoring calls with providers, and reviewing reports on the number of New Hampshire CARE Program clients and services received, including outpatient ambulatory health services, mental health counseling and substance misuse treatment, oral health, and home health care services.

Should the Governor and Executive Council not authorize this request eligible New Hampshire residents living with HIV/AIDS and tuberculosis may lack access to necessary health care services and federal regulations and monitoring standards for these programs may not be met.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS
NH CARE PROGRAM
PAT-2025-DPHS-02-NHCAR**

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

100% Other Funds (Pharmaceutical Rebates)

ORAL HEALTH CARE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount
2025	530-500371	Drug Rebates	90024608	\$199,875.00
2026	530-500371	Drug Rebates	90024608	\$199,875.00
2027	530-500371	Drug Rebates	90024608	\$199,875.00
<i>Subtotal</i>				\$599,625.00

OUTPATIENT/AMBULATORY HEALTH SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount
2025	530-500371	Drug Rebates	90024607	\$150,000.00
2026	530-500371	Drug Rebates	90024607	\$150,000.00
2027	530-500371	Drug Rebates	90024607	\$150,000.00
<i>Subtotal</i>				\$450,000.00

MENTAL HEALTH

State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount
2025	530-500371	Drug Rebates	90024609	\$15,000.00
2026	530-500371	Drug Rebates	90024609	\$15,000.00
2027	530-500371	Drug Rebates	90024609	\$15,000.00
<i>Subtotal</i>				\$45,000.00

SUBSTANCE USE DISORDER CARE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount
2025	530-500371	Drug Rebates	90024610	\$10,000.00
2026	530-500371	Drug Rebates	90024610	\$10,000.00
2027	530-500371	Drug Rebates	90024610	\$10,000.00
<i>Subtotal</i>				\$30,000.00

HOME AND COMMUNITY-BASED HEALTH SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount
2025	530-500371	Drug Rebates	90024604	\$15,000.00
2026	530-500371	Drug Rebates	90024604	\$15,000.00
2027	530-500371	Drug Rebates	90024604	\$15,000.00
<i>Subtotal</i>				\$45,000.00

HOME HEALTH CARE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount
2025	530-500371	Drug Rebates	90024605	\$15,000.00

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FISCAL DETAILS
NH CARE PROGRAM
PAT-2025-DPHS-02-NHCAR**

2026	530-500371	Drug Rebates	90024605	\$15,000.00
2027	530-500371	Drug Rebates	90024605	\$15,000.00
<i>Subtotal</i>				\$45,000.00

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

100% General Funds

TUBERCULOSIS FINANCIAL ASSISTANCE (TBFA) MEDICATION TREATMENT SERVICES				
State Fiscal Year	Class / Account	Class Title	Job Number	Budget Amount
2025	546-500389	Patient Care	90020006	\$20,000.00
2026	546-500389	Patient Care	90020006	\$20,000.00
2027	546-500389	Patient Care	90020006	\$20,000.00
<i>Subtotal</i>				\$60,000.00

TOTAL	\$1,274,625.00
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New Hampshire Department of Health and Human Services
NH CARE Provider Agreement
Provider Agreement



PROVIDER AGREEMENT

This PROVIDER AGREEMENT dated _____ (the "Agreement"), is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, New Hampshire Ryan White CARE Program (the "State") and _____ (Vendor# _____), with a principal place of business of _____, (the "Contractor"). The State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties."

1. TERM

- 1.1. This Agreement is effective upon the signature of both parties and the completion date is June 30, 2027, unless terminated earlier in accordance with the terms and conditions in this Agreement.

2. SCOPE OF SERVICES

- 2.1. The Contractor shall provide one or more of the following services for individuals enrolled in the New Hampshire CARE Program:

- 2.1.1 Appendix A= Oral Health Care Services to provide necessary dental treatment.
- 2.1.2 Appendix B = Mental Health and Substance Use Disorder Care Services.
- 2.1.3 Appendix C = Outpatient/Ambulatory Health Services and Tuberculosis Financial Assistance (TBFA) Medication Treatment Services in accordance with the TBFA Program.
- 2.1.4 Appendix D = Home and Community-Based Health Services.
- 2.1.5 Appendix E = Home Health Care Services.

- 2.2. Per CFR 45 CFR74.51 and 45 CFR92.40 the Contractor is an extension of the Department; therefore, shall adhere to all applicable legislative and programmatic requirements when providing services, in accordance with and not limited to:

- 2.2.1 The Ryan White Comprehensive Acquired Immune Deficiency Syndrome Resources Emergency (CARE) Act legislation is administered by the U.S. Department of Health and Human Services (HHS), the Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB), and when applicable the Tuberculosis Financial Assistance (TBFA) Program found at <https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/tuberculosis-tb>.

- 2.2.2 HRSA National Monitoring Standards are available online, as referenced in Appendix F.

- 2.3. The Contractor shall ensure that funds are utilized for their intended purpose and are expended in compliance with requirements set forth in HRSA National Monitoring Standards, as instructed by the Department.

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- 2.4. The Contractor agrees that, to the extent future state or federal legislative action or court orders may have an impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 2.5. The Contractor shall participate in an annual site visit conducted by the NH Division of Public Health Services (DPHS) staff in accordance with the Standards of Care for New Hampshire HIV/AIDS Services, published on the NH CARE Program's website at <https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/nh-ryan-white-care-program>, and Appendix F, Core Medical Services Annual Monitoring Site Visit Process.
- 2.6. The Contractor shall participate in periodic Technical Assistance (TA) monitoring calls with the State.
- 2.7. The Contractor shall process, transmit and store client level data in a secure, electronic format as specified by the program or if reasonable via CAREWare for the completion of annual reports.

3. FEE SCHEDULE AND PAYMENT CONDITIONS

- 3.1. The Contractor shall maximize billing to private and commercial insurance companies, Medicare and Medicaid, for all reimbursable services rendered. The State is the "payer of last resort" and does not pay for drugs, diagnostics, or monitoring services that would otherwise be paid for by Medicaid, Medicare, or any other medical insurance program or policy. Services provided under this Agreement will be reimbursed at NH Medicaid rates, unless a separate fee schedule is provided by the Program. The Program reserves the right to make adjustments to fee schedules at any time.
- 3.2. The Contractor shall comply with the NH CARE Program Schedule of Fees policy. The NH CARE Program has a schedule of charges policy that discounts all fees and charges \$0 dollars for all clients. The Contractor shall not charge the client any additional costs.
- 3.3. This agreement is one of multiple agreements with Contractors that will provide services to individuals enrolled in the NH CARE Program which provides financial assistance for medical services to uninsured and underinsured NH residents living with Human Immunodeficiency Virus (HIV). No maximum or minimum service volume is guaranteed. Accordingly, the total price limitation for services among all agreements is listed below by the type of services rendered:
 - 3.3.1 Oral Health Services = \$599,625
 - 3.3.2 Outpatient/Ambulatory Health Services = \$450,000
 - 3.3.3 Mental Health & Substance Use Disorder Care Services = \$75,000
 - 3.3.4 Home and Community-Based Health Services = \$45,000
 - 3.3.5 Home Health Care Services = \$45,000

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3.3.6 TBFA Medication Treatment Services = \$60,000

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

3.4.1 Funds for Oral Health Care Services are anticipated to be available in the amounts of \$199,875 for State Fiscal Year 2025, \$199,875 for State Fiscal Year 2026, and \$199,875 for State Fiscal Year 2027 across all Contractors statewide.

3.4.2 Funds for the NH CARE Program Outpatient/Ambulatory Health Services are anticipated to be available in the amounts of \$150,000 for State Fiscal Year 2025, \$150,000 for State Fiscal Year 2026, and \$150,000 for State Fiscal Year 2027 across all Contractors statewide. Settings are limited to Outpatient/ambulatory, and urgent care; emergency room services and acute inpatient services will not be covered.

3.4.3 Funds for the NH CARE Program TBFA Medication Treatment Services are anticipated to be available in the amounts of \$20,000 for State Fiscal Year 2025, \$20,000 for State Fiscal Year 2026, and \$20,000 for State Fiscal Year 2027 across all Contractors statewide. Settings are limited to Outpatient/Ambulatory and urgent care services; emergency room services and acute inpatient services will not be covered.

3.4.4 Funds for Mental Health & Substance Use Disorder Care Services are anticipated to be available statewide for these services, in the amounts of \$25,000 for State Fiscal Year 2025, \$25,000 for State Fiscal Year 2026, and \$25,000 for State Fiscal Year 2027 across all Contractors statewide. Settings are limited to outpatient services; inpatient room services will not be covered.

3.4.5 Funds for NH CARE Program Home and Community-Based Health Services are anticipated to be available in the amounts of \$15,000 for State Fiscal Year 2025, \$15,000 for State Fiscal Year 2026, and \$15,000 for State Fiscal Year 2027 across all Contractors statewide. Services will be limited to rehabilitation services (refer to section 2.6. Allowable use of funds below).

3.4.6 Funds for NH Home Care Health Services are anticipated to be available in the amounts, in the amounts of \$15,000 for State Fiscal Year 2025, \$15,000 for State Fiscal Year 2026, and \$15,000 for State Fiscal Year 2027 across all Contractors statewide.

3.5. Services provided outside of enrollment periods will not be reimbursed. Refer clients to their Case Manager as needed to re-enroll in the NH CARE Program.

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- 3.6. Allowable uses of funds: Financial support for Core Medical Services comes from the Health Resources Services Administration (HRSA), HIV/AIDS Bureau (HAS), Ryan White HIV/AIDS Program (RWHAP) Part B. Therefore, funds must adhere to the allowable costs as outlined by HRSA in Ryan White HIV/AIDS Program (RWHAP) Program Services: Eligible Individuals & Allowable Uses of Funds Policy Clarification Notice (PCN) #16-02, which may be accessed at the following address (and as updated):

<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/service-category-pcn-16-02-final.pdf>.

- 3.7. Payments shall be made as follows:

3.7.1 The Contractor shall submit all claims on a standard CMS - 1500 or UB-04 claim form to the Department, or the Department's designated vendor for Insurance Benefit Management, no later than thirty (30) days from the date services are provided.

- 3.7.2 Claims may be mailed to:

NH CARE Program
Bureau of Infectious Disease Control
Department of Health and Human Services
Division of Public Health
29 Hazen Drive
Concord, NH 03301
Fax: 603-271-4934

- 3.8. Subject to the Contractor's compliance with the terms and conditions of this Agreement, the State shall make payment to the Contractor within thirty (30) days of receipt of each claim, subsequent to approval of the submitted claim and if sufficient funds are available.

- 3.9. The Contractor shall keep detailed records of their contracted services related to Department of Health and Human Services funded programs and services.

- 3.10. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily provided.

4. DATA MANAGEMENT REQUIREMENTS

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

5. LANGUAGE ASSISTANCE SERVICES

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- 5.1. The Contractor shall submit within thirty (30) days of the effective date of this Agreement, a detailed description of the communication access and language assistance services to be provided to any clients referred to the NH Healthy Lives Oral Health Program to ensure meaningful access to programs and or services to individuals who have limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and Individuals who have speech challenges.

6. CONDITIONAL NATURE OF AGREEMENT

- 6.1. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached.
- 6.2. 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement. In whole or in part, 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 in the event funds in that Account are reduced or unavailable.

7. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS

- 7.1. In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to the Health Insurance Portability and Accountability Act, Public Law 104-191, and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164, civil (HIPAA), civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. 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.
- 7.2. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors

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comply with these nondiscrimination requirements.

- 7.3. No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 7.4. 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 this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

8. PERSONNEL

- 8.1. The Contractor shall, at its own expense, provide all personnel necessary to perform the Services in this Agreement. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 8.2. The Contractor shall notify the NH CARE Program and TBFA Program in writing of any newly hired administrator, clinical coordinator, or any other staff person deemed to be essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

9. RIGHT OF TERMINATION/EVENT OF DEFAULT

- 9.1. This Agreement may be terminated by either party for any reason by providing a thirty (30) day written notice to the other party.
- 9.2. Any one of the following acts or omissions of the Contractor shall constitute an "Event of Default":
 - 9.2.1 Failure to perform the Services satisfactorily or on schedule;
 - 9.2.2 Failure to submit any report required hereunder; and/or
 - 9.2.3 Failure to perform any other covenant, term or condition of this Agreement.
- 9.3. Upon the occurrence of any Event of Default, the State may take any one of the following actions:
 - 9.3.1 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 remedied in a timely manner, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination; and/or
 - 9.3.2 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.

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- 9.3.3 The State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such right or to enforce any other or any subsequent breach.

10. CONTRACTOR'S RELATION TO THE STATE

- 10.1. In the performance of this Agreement, the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation, or other emoluments provided by the State to its employees.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS

- 11.1. The Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
- 11.2. For purposes paragraph 10, 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.
- 11.3. None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
- 11.4. 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.

12. INDEMNIFICATION

- 12.1. For the purpose of this Paragraph 12, the term "Indemnified Parties" shall mean the State, and the State's officials, employees, and agents together with the successors and assigns of any of them; the term "Indemnified Party" shall mean any one of the Indemnified Parties.
- 12.2. Contractor shall indemnify, defend (with counsel to be selected by the State in its sole discretion), and hold the Indemnified Parties harmless from and against, and to reimburse the Indemnified Parties for, any and all damages (including, without limitation, bodily injury, illness, death, or property damage), losses, liabilities, judgments, claims, demands, suits, litigation, debts, obligations, fines, penalties, costs, fees, attorneys' fees and expert witness' fees (including, without limitation, attorneys' fees, expert witness' fees, and costs incurred by the Indemnified Parties in enforcing the terms and conditions of this Paragraph 12), and expenses (collectively, "Damages") of any kind or nature, predicated upon any legal theory whatsoever, which may at any time be imposed upon, incurred by, or asserted against any of the Indemnified Parties arising from any, or in

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any way related to, any act or omission by the Contractor, or its employees, agents, subcontractors, or assigns in connection with this Agreement, but only to the extent that such Damages are not solely caused by the Indemnified Parties' gross negligence.

- 12.3. The terms and conditions of this Paragraph 12 shall survive the termination of this Agreement.

13. INSURANCE/WORKERS' COMPENSATION

13.1. General Liability: 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 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. The Contractor shall furnish to the State a certificate of insurance and shall provide a certificate of insurance for all renewals of insurance required under this Agreement.

13.2. Workers' Compensation: 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. To the extent the Contractor is subject to the requirements of RSA 281-A, Contractor shall provide the State with proof of Workers' Compensation and any renewals thereof.

14. NOTICE

14.1. 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 below.

15. CHOICE OF LAW AND FORUM

15.1. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, except where the Federal supremacy clause requires otherwise. 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.

15.2. Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

16. THIRD PARTIES

16.1. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

17. SEVERABILITY

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

18. ENTIRE AGREEMENT

18.1. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Department of Health and Human Services

Name:
Title:
Address:

Date

Contractor Name:
Signatory Name:
Signatory Title:
Address:

Date



Appendix A

ORAL HEALTH CARE SERVICES

1. SCOPE OF SERVICES

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

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Appendix A

2. NH CARE Program Dental Fee Schedule

Code	Procedure	Code	Fee
D 0120	Periodic oral evaluation	0120	41.00
D 0140	Limited oral evaluation	0140	60.00
D 0150	Comprehensive oral evaluation	0150	75.00
D 0171	Re-eval, post-operative office visit	0171	42.00
D 0210	Intraoral – Complete series	0210	75.00
D 0220	Intraoral – Periapical 1st image	0220	17.00
D 0230	Intraoral – Periapical each additional image	0230	17.00
D 0270	Bitewings – Single image	0270	17.00
D 0274	Bitewings – Four images	0274	45.00
D 0330	Panoramic image	0330	75.00
D 1110	Prophylaxis – Adult	1110	85.00
D 1208	Topical application of fluoride	1208	25.00
D 1320	Tobacco counseling	1320	35.00
D 1330	Oral hygiene instruction	1330	25.00
D 2140	Amalgam – 1 surface	2140	130.00
D 2150	Amalgam – 2 surface	2150	135.00
D 2160	Amalgam – 3 surface	2160	160.00
D 2161	Amalgam – 4/4+ surface	2161	175.00
D 2330	Resin-based composite – 1 surface anterior	2330	125.00
D 2331	Resin-based composite – 2 surface anterior	2331	135.00
D 2332	Resin-based composite – 3 surface anterior	2332	141.00
D 2335	Resin-based composite – 4/4+ surface anterior	2335	155.00
D 2391	Resin-based composite – 1 surface posterior	2391	140.00
D 2392	Resin-based composite – 2 surface posterior	2392	145.00
D 2393	Resin-based composite – 3 surface posterior	2393	160.00
D 2394	Resin-based composite – 4/4+ surface posterior	2394	175.00
D 2752	Crown – Porc/Noble Metal	2752	700.00
D 2920	Re-cement or Re-Bond Crown	2920	80.00
D 2950	Core build up	2950	175.00
D 2954	Prefabricated post and core	2954	195.00
D 3310	Root Canal – Anterior	3310	500.00
D 3320	Root Canal – Premolar	3320	575.00
D 3330	Root Canal – Molar	3330	700.00
D 4341	Scaling and root planing (4+ teeth)	4341	150.00
D 4342	Scale and root planing (1-3 teeth)	4342	100.00
D 4355	Full mouth debridement	4355	90.00
D 4910	Periodontal maintenance	4910	115.00
D 5110	Complete denture – Maxillary, (max allowed 1x per 3 years)	5110	950.00

New Hampshire Department of Health and Human Services
NH CARE Provider Agreement



Appendix A

D 5120	Complete denture – Mandibular (max allowed 1x per 3 years)	5120	950.00
D 5130	Immediate denture – Maxillary (max allowed 1x per 3 years)	5130	1,300.00
D 5140	Immediate denture – Mandibular (max allowed 1x per 3 years)	5140	1,300.00
D 5211	Maxillary partial – Resin base (max allowed 1x per 3 years)	5211	550.00
D 5212	Mandibular partial – Resin base (max allowed 1x per 3 years)	5212	550.00
D 5213	Maxillary partial – Metal (max allowed 1x per 3 years)	5213	600.00
D 5214	Mandibular partial – Metal frame (max allowed 1x per 3 years)	5214	600.00
D 5410	Adjust complete denture – Maxillary	5410	45.00
D 5411	Adjust complete denture – Mandibular	5411	45.00
D 5421	Adjust partial denture – Maxillary	5421	45.00
D 5422	Adjust partial denture – Mandibular	5422	45.00
D 5511	Complete denture repair – Mandibular	5511	99.00
D 5512	Complete denture repair – Maxillary	5512	99.00
D 5520	Replace denture teeth	5520	100.00
D 5611	Repair acrylic denture – Mandibular	5611	154.00
D 5612	Repair acrylic denture – Maxillary	5612	154.00
D 5630	Repair/Replace broken retentive clasp	5630	160.00
D 5640	Replace broken tooth on partial	5640	160.00
D 5650	Add tooth to existing partial denture	5650	165.00
D 5660	Add clasp to existing partial denture	5660	185.00
D 5750	Reline complete denture – Maxillary	5750	195.00
D 5751	Reline complete denture – Mandibular	5751	195.00
D 5760	Reline partial denture – Maxillary	5760	125.00
D 5761	Reline partial denture – Mandibular	5761	125.00
D 6240	Partial denture pontic – Porc/High noble (bridgework only)	6240	900.00
D 6750	Partial denture crown – Porc/High noble (bridgework only)	6750	900.00
D 7140	Extraction – Erupted/Exposed root	7140	175.00
D 7210	Extraction – Bone removal	7210	225.00
D 7250	Surgical removal of roots	7250	175.00
D 7310	Alveoloplasty w/extraction (4+ teeth)	7310	180.00
D 7311	Alveoloplasty w/extraction (1-3 teeth)	7311	175.00
D 7472	Removal of torus palatinus	7472	400.00
D 9222	General anesthesia (First 30 min)	9222	250.00
D 9223	General anesthesia (Each additional 15 min)	9223	90.00
D 9230	Inhalation of nitrous oxide/analgesia/anxiolytics	9230	71.00
D 9310	Dental consultation	9310	68.00

**New Hampshire Department of Health and Human Services
NH CARE Provider Agreement**



Appendix A

D 9612	Parenteral drug injection	9612	77.00
D 9910	Application of desensitizing medicament	9910	57.00
D 9944	Occlusal guard – Hard appliance (clenching and grinding Dx only)	9944	110.00

*Fees are subject to adjustment



APPENDIX B

MENTAL HEALTH & SUBSTANCE USE DISORDER CARE SERVICES

1. SCOPE OF SERVICES

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

2. NH CARE Program Payment Rates for Opioid Treatment Programs

CPT Code	Description	Billable
H0020	Alcohol and/or Drug Services	\$19.45
90899	Unlisted Psychiatric Service or Procedure	\$19.45

*All other CPT codes for Mental Health & Substance Use Disorder services are paid at NH Medicaid rates



APPENDIX C

OUTPATIENT/AMBULATORY HEALTH & TBFA SERVICES

1. SCOPE OF SERVICES

- 1.1. The Contractor shall provide outpatient/ambulatory health services to individuals enrolled in the NH CARE Program in accordance with the Standards of Care for New Hampshire HIV/AIDS Services, which may be accessed on the NH CARE Program's website at <https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/nh-ryan-white-care-program>.
- 1.2. The Contractor shall provide outpatient/ambulatory health services, which includes, but is not limited to:
 - 1.2.1 Medical visits.
 - 1.2.2 Laboratory testing.
 - 1.2.3 Diagnostic testing.
 - 1.2.4 Preventive care and screening.
 - 1.2.5 Treatment adherence.
 - 1.2.6 Education and counseling on health and prevention issues.
 - 1.2.7 Referral to and provision of specialty care related to HIV diagnosis, including audiology and ophthalmology.
- 1.3. The Contractor shall provide Tuberculosis (TB) related care to individuals enrolled in the NH Tuberculosis Financial Assistance (TBFA) Program, which provides financial assistance for medical services to uninsured and underinsured NH residents with active TB, suspect active TB, and high-risk latent TB infection (LTBI) statewide.
- 1.4. The Contractor shall follow the Centers for Disease Control and American Thoracic Society's guidelines including Treatment of Drug-Susceptible Tuberculosis (2016), Treatment of Drug-Resistant Tuberculosis (2019), Guidelines for the Treatment of Latent Tuberculosis Infection (2020), and Guidelines for the Treatment of Preventing Tuberculosis (2005). Guidelines are periodically updated. The Contractor is responsible for utilizing the most recent guidelines which can be accessed on the CDC website: <https://www.cdc.gov/tb/publications/guidelines/default.htm>.
 - 1.4.1 The Contractor shall follow the New Hampshire Revised Statutes Annotated (RSA) 141C: <http://www.gencourt.state.nh.us/rsa/html/x/141-c/141-c-mrg.htm>.
 - 1.4.2 The Contractor shall follow the Administrative Rules HeP-301.05: http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html.
 - 1.4.3 As determined by the Contractor, Directly Observed Therapy (DOT) including when reasonable by a video DOT monitoring system that meets the Department's security and confidentiality requirements.



APPENDIX C

- 1.5. The Contractor shall be eligible to apply once a year throughout the contract term for a sub-award of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program sub-award requirements upon the contract effective date.



APPENDIX D

HOME & COMMUNITY-BASED HEALTH SERVICES

1. SCOPE OF SERVICES

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



APPENDIX E

HOME HEALTH CARE SERVICES

1. SCOPE OF SERVICES

- 1.1. The Contractor shall ensure home health care services are provided by a New Hampshire licensed medical professional and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this agreement.
- 1.2. The Contractor shall provide home health services to individuals enrolled in the NH CARE Program, including but not limited to:
 - 1.2.1 Administration of prescribed therapeutics (e.g. intravenous and aerosolized treatment, and parenteral feeding)
 - 1.2.2 Preventive and specialty care
 - 1.2.3 Wound care
 - 1.2.4 Routine diagnostics testing administered in the home
 - 1.2.5 Other medical therapies
- 1.3. The provision of home health care is limited to clients that are homebound. Home settings do not include nursing facilities or inpatient mental health/substance use disorder treatment facilities.
- 1.4. The Contractor shall provide home health care services to individuals enrolled in the NH CARE Program, in accordance with the Standards of Care for New Hampshire HIV/AIDS Services, which may be accessed on the NH CARE Program's website at <https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/nh-ryan-white-care-program>.
- 1.5. The Contractor shall notify the NH CARE Program in writing of any newly hired administrator, clinical coordinator, or any staff person deemed to be essential to carrying out the contracted services and include a copy of the individuals resume, within thirty (30) days of hire.
- 1.6. The Contractor shall be eligible to apply once a year throughout the contract term for a micro-grant of up to \$5,000 to assist with the implementation of a quality improvement project focused on improving health outcomes, patient care, and/or patient satisfaction in accordance with the NH CARE Program micro-grant requirements upon the contract effective date.
 - 1.6.1 Sub-awards must be approved by the NH Care Program Manager prior to funds being allocated to the Contractor.



APPENDIX F

CORE MEDICAL SERVICES ANNUAL MONITORING SITE VISIT PROCESS

NH Ryan White Part B

Purpose of the Site Visit

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

The National Monitoring Standards may be found online:

Ryan White HIV/AIDS Program (RWHAP) National Monitoring Standards for RWHAP Part B Recipients: <https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/2023-rwhap-nms-part-b.pdf>.

Tuberculosis Care Services subrecipient adherence to the NH statute RSA-141C: <http://www.gencourt.state.nh.us/rsa/html/X/141-C/141-C-mrg.htm>; and

Administrative Rules HeP-301.05: https://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html

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

New Hampshire Ryan White Care Program (NHRWCP) Service Provider Responsibility

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



APPENDIX F

NHRWCP – Part B, Recipient Responsibility Prior to the Visit

- Providers will be notified electronically no later than fifteen (15) days business days prior to an on-site visit of the date and time of visit.
- The electronic notification will include confirmation letter, day of site visit agenda, Fiscal and Programmatic Checklists and monitoring tool.
- No later than two (2) business days before the monitoring site visit the Recipient shall provide a Monitoring Site Visit Random Sample Memo – list of records to be reviewed.

Conduct Opening Discussion

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

Perform Monitoring

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

Conducting Closing Discussion

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

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

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

Conduct additional site visits as necessary.

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



APPENDIX F

Random Sampling

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

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

Additional Considerations

Newly funded/contracted Providers

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

New Hampshire Department of Health and Human Services

Exhibit B, Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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 contract officer on whose contract activity the convicted employee was working, unless the Federal

New Hampshire Department of Health and Human Services Exhibit B, Federal Requirements

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

- 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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

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

New Hampshire Department of Health and Human Services

Exhibit B, Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>)
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, 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.

New Hampshire Department of Health and Human Services

Exhibit B, Federal Requirements

SECTION C: 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

Exhibit B, Federal Requirements

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Contractor Initials: _____

Date: _____

New Hampshire Department of Health and Human Services

Exhibit B, Federal Requirements

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

**New Hampshire Department of Health and Human Services
Exhibit B, Federal Requirements**

**SECTION D: CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED
ORGANIZATIONS, WHISTLEBLOWER PROTECTIONS, CLEAN AIR AND CLEAN WATER
ACT**

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 subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

1. 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;
2. 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;
3. 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);
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;
9. 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

New Hampshire Department of Health and Human Services Exhibit B, Federal Requirements

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.

10. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.
11. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

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SECTION E: 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 Agreement, 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.

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SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; 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.

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FORM A

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

_____ NO _____ YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

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

_____ NO _____ YES

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

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

Name: _____	Amount: _____

Contractor Name: _____

Date:

Name:
Title: