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

Lori A. Weaver
Commissioner

Henry D. Lipman
Director

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May 17, 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 amend an existing contract with Health Services Advisory Group Inc. (VC #226207), Phoenix, AZ to continue providing external quality reviews of the Department's contracted Managed Care Organizations' (MCOs) and Dental Organization's (DO) performance statewide, by exercising a contract renewal option by increasing the price limitation by \$3,241,150 from \$4,907,230 to \$8,148,380 and extending the completion date from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 75% Federal Funds. 16% General Funds. 9% Other Funds (as defined in RSA 126-AA:3,I).

The original contract was approved by Governor and Council on June 19, 2019, item #15, as amended on May 18, 2022, item #8, and most recently amended on April 12, 2023, item #20.

Funds are available in the following accounts for State Fiscal Year 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	Multiple	\$108,000	\$0	\$108,000
2020	102-500731	Contracts for Prog Svc	Multiple	\$508,788	\$0	\$508,788
2021	102-500731	Contracts for Prog Svc	Multiple	\$534,228	\$0	\$534,228
2022	102-500731	Contracts for Prog Svc	Multiple	\$623,208	\$0	\$623,208
2023	102-500731	Contracts for Prog Svc	Multiple	\$692,234	\$0	\$692,234
2024	102-500731	Contracts for Prog Svc	Multiple	\$834,438	\$0	\$834,438

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2025	102-500731	Contracts for Prog Svc	Multiple	\$0	\$915,265	\$915,265
2026	102-500731	Contracts for Prog Svc	Multiple	\$0	\$1,070,900	\$1,070,900
			<i>Subtotal</i>	<i>\$3,300,896</i>	<i>\$1,986,165</i>	<i>\$5,287,061</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**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Prog Svc	Multiple	\$42,000	\$0	\$42,000
2020	102-500731	Contracts for Prog Svc	Multiple	\$197,862	\$0	\$197,862
2021	102-500731	Contracts for Prog Svc	Multiple	\$207,755	\$0	\$207,755
2022	102-500731	Contracts for Prog Svc	Multiple	\$242,359	\$0	\$242,359
2023	102-500731	Contracts for Prog Svc	Multiple	\$325,757	\$0	\$325,757
2024	102-500731	Contracts for Prog Svc	Multiple	\$590,601	\$0	\$590,601
2025	102-500731	Contracts for Prog Svc	Multiple	\$0	\$566,191	\$566,191
2026	102-500731	Contracts for Prog Svc	Multiple	\$0	\$688,794	\$688,794
			<i>Subtotal</i>	<i>\$1,606,334</i>	<i>\$1,254,985</i>	<i>\$2,861,319</i>
			TOTAL	\$4,907,230	\$3,241,150	\$8,148,380

EXPLANATION

The purpose of this request is for the Contractor to continue conducting external reviews of the three (3) Medicaid Managed Care Organizations (MCOs) and one (one) Dental Organization (DO). The requirement for external reviews by a Centers for Medicaid and Medicaid services (CMS) certified External Quality Review Organization (EQRO) is federally mandated by 42 CFR 438, Sub-part E. The Contractor is required to be independent of the Department, MCOs, and the DO. There are many significant activities scheduled to begin in State Fiscal Year 25 for the external review of the DO, as the DO has no completed the first year of the program contract. This is reflected in the price limitation increase from State Fiscal Year 25 to State Fiscal Year 26, as well as other biennial activities that are not scheduled to occur until SFY26, including provider satisfaction surveys and a focus quality study.

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

The Department is modifying the scope of services to ensure the Department's three (3) contracted Medicaid Care Management (MCM) Managed Care Organizations (MCOs) and one (1) Dental Organization (DO) are reviewed and evaluated no less than annually, and are adherent to CMS EQRO protocols per federal mandate (42 CFR 438, Sub-part E). Federally mandated activities include, but are not limited to, an annual contract compliance audit and validation of the performance improvement projects, performance measures, and network adequacy. CMS has recently finalized new rules pertaining to Medicaid program requirements for EQRO activities and while these changes are largely already incorporated in this contract, it is possible future amendments will be required to come into compliance with new federal standards.

Approximately 182,500 individuals will be served from July 1, 2024, through June 30, 2026.

The Department will monitor services to ensure:

- All activities as stated in the Scope of Services are completed within the specified timeframes.
- The Annual EQRO Technical Report is accepted by CMS upon initial submission by the Department.

As referenced in the Exhibit C-1, Revisions to Standard Contract Language, of the original contract, 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) Years of the remaining two (2) Years available.

Should the Governor and Council not authorize this request, the Department would be out of compliance with the regulations established by the Balanced Budget Act of 1997 and 42 CFR 438 Subpart E. This would also limit the Department's capacity for third-party and statistical rigorous assessment of the Medicaid Care Management program.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.778, FAIN 2405NH5ADM.

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

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #15), as amended on May 18, 2022 (Item #8), and amended on April 12, 2023 (Item #20), 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:
\$8,148,380
3. Modify Exhibit A – Amendment #2, Scope of Services, by replacing it in its entirety with Exhibit A – Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 1, to read:
 1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8. Price Limitation for the services provided pursuant to Exhibit A – Amendment #3, Scope of Services.
5. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2, to read:
 2. This Agreement is funded by:
 - 2.1. 75% Federal Funds from U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program; Assistance Listing Number (ALN) 93.778; Federal Award Identification Number (FAINs) 2405NH5ADM, 2305NH5ADM, and 1805NH5ADM.
 - 2.2. 16% General Funds; and
 - 2.3. 9% Other Funds.
6. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 4, (lead-in statement only), to read:
 4. Payment for services defined within Exhibit A – Amendment #3, Scope of Services, shall be made monthly as follows:
7. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.2, to add Paragraph 4.2.7. Table 7 – MCO State Fiscal Years 2025 and 2026, as follows:

4.2.7. Table 7 – MCO State Fiscal Years 2025 and 2026

No.	Task/Deliverable	Budget Period July 1, 2024 – June 30, 2025	Budget Period July 1, 2025 – June 30, 2026

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1.	MCO Contract Compliance Review	\$89,685	\$95,066
2.	Validation of MCO Performance Measures	\$104,272	\$110,528
3.	Evaluation of PIPs	\$87,538	\$92,790
4.	Validation of Encounter Data Reported by the MCO	\$215,263	\$228,179
5.	Technical Report	\$82,029	\$86,951
6.	Technical Report; In-Person Presentation	\$10,631	\$11,269
7.	Implementation of Surveys - Qualitative Member Focus Group and/or Survey	\$48,059	\$52,295
8.	Implementation of Surveys - Provider Satisfaction Survey	\$0	\$80,156
9.	Implementation of Surveys - Secret Shopper Survey	\$92,350	\$97,891
10.	Validation Provider Network Adequacy	\$184,220	\$195,273
11.	Focus Studies of Health Care Quality - Quality Study	\$139,633	\$148,011
12.	Focus Studies of Health Care Quality - Annual Quality Meeting	\$57,877	\$61,350
13.	Independent Assessment of the CMS1915(b) Waiver Population	\$0	\$0
14.	Dental Implementation Plan	\$0	\$0
15.	Host Bi-weekly Dental Conference Calls	\$15,570	\$16,504
TOTALS		\$1,127,127	\$1,276,263

8. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.2, to add Paragraph 4.2.8. Table 8 – DO State Fiscal Years 2025 and 2026, as follows:

4.2.8. Table 8 – DO State Fiscal Years 2025 and 2026 – Amendment #3

No.	Task/Deliverable	Budget Period July 1, 2024 – June 30, 2025	Budget Period July 1, 2025 – June 30, 2026
1.	DO Contract Compliance Review	\$40,487	\$42,916
2.	Validation of DO Performance Measures	\$44,452	\$47,119

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3.	Evaluation of PIPs	\$16,084	\$17,049
4.	Validation of Encounter Data Reported by the DO	\$73,336	\$77,736
5.	Technical Report	\$44,469	\$47,137
6.	Technical Report; In-Person Presentation	\$4,269	\$4,481
7.	Implementation of Surveys - Qualitative Member Focus Group and/or Survey	\$ 31,504	\$0
8.	Implementation of Surveys - Provider Satisfaction Survey	\$0	\$65,518
9.	Implementation of Surveys - Secret Shopper Survey	\$55,650	\$58,989
10.	Validation Provider Network Adequacy	\$38,761	\$41,087
11.	Focus Studies of Health Care Quality - Quality Study	\$0	\$75,762
12.	Focus Studies of Health Care Quality - Annual Quality Meeting	\$0	\$0
13.	Independent Assessment of the CMS1915(b) Waiver Population	\$0	\$0
14.	Implementation Plan	\$0	\$0
15.	Host Bi-weekly Dental Conference Calls	\$5,317	\$5,637
TOTALS		\$354,329	\$483,431

9. Modify Exhibit B, Method and Conditions Precedent to Payment; Subsection 4.4, to read:

4.4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A – Amendment #3, Scope of Services.

10. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 7, to read:

7. Reserved

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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 July 1, 2024, 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

5/29/2024

Date

DocuSigned by:

Henry D. Lipman

Name: Henry D. Lipman

Title: Medicaid Director

Health Services Advisory Group, Inc.

DocuSigned by:

Mary Ellen Dalton

Name: Mary Ellen Dalton

Title: Chief Executive Officer

5/29/2024

Date

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

OFFICE OF THE ATTORNEY GENERAL

5/29/2024

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:

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

EXHIBIT A – Amendment #3

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English Proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Services priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.

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

- 2.1. The Contractor shall meet all the qualifications of an External Quality Review Organization (EQRO) outlined in 42 CFR 438.354
- 2.2. Evaluation of Managed Care Organization (MCO) Contractual Compliance:
 - 2.2.1. The Contractor shall conduct annual reviews for all contract sections of the Department's most current contract with the Managed Care Organization, pursuant to 42 CFR 438.358 (b)(1)(iii) and the current federal CMS Protocol #3 for EQR, to determine the MCOs' compliance with federal regulations and the Department's contract provisions relative to the quality, appropriateness, and the timeliness of, and access to care and services furnished to all New Hampshire Medicaid enrollees under MCO contracts.
 - 2.2.2. The Contractor shall create a methodology and the tools used to conduct the contract compliance audit which shall be approved by the Department. The audit shall include, but not be limited to, activities as defined below (from the CMS EQRO Protocol #3):
 - 2.2.2.1. Establish Compliance Thresholds;
 - 2.2.2.2. Perform Preliminary Review;
 - 2.2.2.3. Conduct MCO Site Visit;
 - 2.2.2.4. Compile and Analyze Findings; and
 - 2.2.2.5. Report Results to the State.
 - 2.2.3. The Contractor shall include a comprehensive evaluation of all contract provisions to determine new MCO compliance with state and standards for access to care, structure and operations, and quality

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measurement and improvement.

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

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

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

2.3. Validation of MCO Performance Measures

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

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

2.3.1.1.1. Pre-onsite visit activities;

2.3.1.1.2. Onsite visit activities; and

2.3.1.1.3. Post-site activities.

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

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

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

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

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- 2.3.6. The Contractor shall provide technical assistance to The Department and the MCOs as needed.
- 2.3.7. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity and include results in the annual EQRO technical report.
- 2.4. Evaluation of Performance Improvement Projects (PIP)
 - 2.4.1. The Contractor shall validate, in accordance with 42 CFR 438.358 (b)(1)(i) each MCO's PIPs required by The Department and ensure they are consistent with the most recent federal Centers for Medicare & Medicaid Services (CMS) Protocols for External Quality Review (EQR) activities.
 - 2.4.1.1. The Contractor shall create a rapid cycle PIP methodology and the tools used to conduct the evaluation of the performance improvement projects which shall be approved by the Department. The validation shall include but not be limited to activities defined below (from the CMS EQRO Protocol #1):
 - 2.4.1.1.1. Assess the study methodology;
 - 2.4.1.1.2. Verify PIP study findings for projects involving non-audited performance measures; and
 - 2.4.1.1.3. Evaluate overall validity and reliability of study results.
 - 2.4.2. Two rapid-cycle PIPs will be conducted concurrently. The duration of each rapid-cycle PIP will be 18 months. The Contractor will work with DHHS to determine the concurrent PIP topics.
 - 2.4.3. The Contractor shall use PIP requirements, as defined in the most current contract between DHHS and the MCOs.
 - 2.4.4. The Contractor shall produce a stand-alone PIP report including a description of each of the MCOs PIPs, activities, interventions, barriers, and the results of the PIP validation within thirty (30) calendar days of the completion of the activity.
 - 2.4.5. The results of the PIP validation shall be included in the annual EQRO technical report.
- 2.5. Validation of Encounter Data Reported by the MCO
 - 2.5.1. The Contractor shall evaluate and validate encounter data reported by the MCOs to The Department in accordance with the New Hampshire MCM contract and 42 CFR 438.358(c)(1).

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- 2.5.2. The Contractor shall evaluate and validate encounter data submitted to the State by the MCOs via New Hampshire's Medicaid Management Information System (MMIS) in accordance with the State's standards for encounter data including, but not limited to;
 - 2.5.2.1. An operational definition of an "encounter" and the types of encounters (e.g. physician, hospital, laboratory, etc.)
 - 2.5.2.2. Standards for encounter data accuracy and completeness; and
 - 2.5.2.3. Objective standards to which encounter data shall be compared.
- 2.5.3. The Contractor shall create a methodology and the tools used to conduct the validation of encounter data, which shall be approved by the Department. The validation shall include but not be limited to activities defined below (from the CMS EQRO Protocol #5):
 - 2.5.3.1. Annually review State requirements for collecting and submitting encounter data;
 - 2.5.3.2. Annually review the MCO's capacity to produce accurate and complete encounter data. The vendor shall use the most recent Information System Capabilities Assessment (ISCA) completed by a NCAQ HEDIS compliance auditor;
 - 2.5.3.3. Annually analyze MCO electronic encounter data for accuracy and completeness;
 - 2.5.3.4. In the first year of the contract and once every three years thereafter, review of medical records for confirmation of findings of analysis of encounter data. Review should meet the requirements of 42 CFR 438.602(e); and
 - 2.5.3.5. Annually submit findings.
- 2.5.4. The Contractor shall receive industry standard 837 encounter data files directly from the MCOs to conduct validation activities.
- 2.5.5. The Contractor shall:
 - 2.5.5.1. Accept/reject reported encounters.
 - 2.5.5.2. Detect data patterns, such as:
 - 2.5.5.2.1. Under- or over-reporting of data over time; and
 - 2.5.5.2.2. Utilization patterns
 - 2.5.5.3. Prepare a certification letter for each MCO attesting the level of completeness and accuracy of the Encounter Data submitted by the MCO to the Department.

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EXHIBIT A – Amendment #3

- 2.5.5.4. Issue weekly, monthly, and quarterly reports containing MCO specific findings and aggregate MCO results concerning the validity of this encounter data.
- 2.5.5.5. Provide technical assistance to The Department and the MCOs to reach an agreed upon level of consistency and accuracy in the encounter data.
- 2.5.5.6. Provide technical assistance to The Department's MMIS and to the MCOs as deficiencies are discovered throughout the encounter data validation process to improve data accuracy and completeness.
- 2.5.5.7. Consult with The Department to improve data validation for The Departments' MMIS.
- 2.5.6. The Contractor shall conduct additional validation annually by comparing all encounters submitted by the MCOs to The Department against encounters residing in the MCOs data system.
 - 2.5.6.1. The Contractor shall provide the results of this annual validation which shall serve as the basis for The Contractor's federal-level Encounter Data certification and shall be due to The Department and CMS on August 1st of each year.
- 2.5.7. The Contractor shall include results in the annual EQRO technical report.
- 2.6. Implementation of Surveys
 - 2.6.1. The Contractor shall administer four member and/or provider surveys in compliance with 42 CFR 438.358(c)(2).
 - 2.6.2. The Contractor shall conduct:
 - 2.6.2.1. Two annual qualitative member focus groups and/or surveys on topics related to the MCM program that are requested by the Department;
 - 2.6.2.2. One provider satisfaction survey in the first two years then annually thereafter, utilizing a tool provided by the Department; and
 - 2.6.2.3. One annual provider secret shopper survey
 - 2.6.3. The Contractor shall create a methodology and tools to administer surveys, which shall be approved by the Department. The surveys shall be administered following activities defined below (from the CMS EQRO Protocol #6):
 - 2.6.3.1. Identify survey purpose(s), objective(s) and intended use;

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EXHIBIT A – Amendment #3

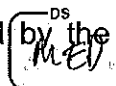
- 2.6.3.2. Select the survey instrument;
 - 2.6.3.3. Develop the sampling plan;
 - 2.6.3.4. Develop a strategy for maximizing the response rate;
 - 2.6.3.5. Develop a quality assurance plan;
 - 2.6.3.6. Implement the survey;
 - 2.6.3.7. Prepare and analyze the data obtained from the survey; and
 - 2.6.3.8. Document the survey process and results.
- 2.6.4. The Contractor shall work with the MCOs to communicate documentation and data needs.
- 2.6.5. The Contractor shall produce a stand-alone report within thirty (30) calendar days of the completion of activities within section 7.1. and include results in the annual EQRO technical report.
- 2.7. Conduct Validation of Provider Network Adequacy
 - 2.7.1. Starting in year 2, the Contractor shall conduct activities to validate each MCO's provider network to assure compliance with 42 CFR 438.68, per 42 CFR 438.358(b)(1)(iv).
 - 2.7.2. Prior to the final EQRO protocols being published by CMS, the Contractor shall create a methodology and tools to validate compliance of each MCO's provider network with 42 CFR 438.68. All methodologies and tools shall be approved by the Department.
 - 2.7.3. Following final EQRO protocols being published by CMS, the Contractor and the Department will agree on how to meet the requirements of 42 CFR 438.358(b)(iv).
- 2.8. Conduct Focus Studies of Health Care Quality
 - 2.8.1. The Contractor shall conduct studies on quality, that focus on a particular aspect of clinical or non-clinical services at a point in time, per 42 CFR 438.358 (c)(5).
 - 2.8.2. The Contractor shall be responsible for conducting:
 - 2.8.2.1. Starting in year 2, one annual quality study;
 - 2.8.2.2. One annual quality meeting that shall focus on a MCM quality topic; and
 - 2.8.2.3. One independent assessment of the CMS1915(b) waiver population.
 - 2.8.3. The Contractor shall create a methodology and tools to administer quality studies which shall be approved by the Department. The quality focus studies shall be conducted following activities listed

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below (from the CMS EQRO Protocol #8):

- 2.8.3.1. Select the study topic(s);
- 2.8.3.2. Define the study question(s);
- 2.8.3.3. Select the study variable(s);
- 2.8.3.4. Study the whole population or use a representative sample;
- 2.8.3.5. Use sound sampling methods;
- 2.8.3.6. Reliably collect data;
- 2.8.3.7. Analyze data and interpret study results; and
- 2.8.3.8. Report results to the state.
- 2.8.4. The annual quality study shall focus on an element of the MCM program which shall be approved by the Department and may include but is not limited to care management, utilization management, behavioral health benefits, or pharmacy benefits.
- 2.8.5. The Contractor shall host an annual meeting in New Hampshire for targeted stakeholders and staff to discuss a quality topic which shall be approved by the Department and is related to the MCM program.
- 2.8.6. The Contractor shall produce a stand-alone report for the CMS 1915(b) waiver population. The Department will provide the vendor with performance measure data. The vendor will independently evaluate the outcome data related to the populations then produce a report. The first draft of the report is due November 1, 2019. The final report is due no later than December 1, 2019. The previous report can be found at: <https://www.dhhs.nh.gov/ombp/caremgmt/documents/1915b-independent-assessment.pdf>
- 2.8.7. Project Management and Support
 - 2.8.7.1. The Contractor shall develop and provide a written implementation plan that includes tasks, start dates, end dates, and responsible party (e.g. EQRO or DHHS), and defines how technical assistance orientation and training will be provided to the MCOs to complete the following EQRO activities:
 - 2.8.7.1.1. Evaluation of MCO Contractual Compliance;
 - 2.8.7.1.2. Validation of MCO Performance Measures;
 - 2.8.7.1.3. Evaluation of Performance Improvement Projects (PIP);
 - 2.8.7.1.4. Validation of Encounter Data Reported ^{DS} by the 

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External Quality Review Organization**

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MCO; and

2.8.7.1.5. Validation of Network Adequacy.

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

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

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

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

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

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

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

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

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

3.2.2. The Contractor shall conduct the contract compliance audit, which must be approved by the Department and must include, but is not limited to, the activities below, from the CMS EQRO Protocol #3:

3.2.2.1. Establish Compliance Thresholds.

3.2.2.2. Perform Preliminary Review.

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- 3.2.2.3. Conduct DO Site Visit.
- 3.2.2.4. Compile and Analyze Findings.
- 3.2.2.5. Report results to the State.
- 3.2.3. In the first year, the Contractor shall include a comprehensive evaluation of all contract provisions to determine compliance with state and federal standards for access to care, structure and operations, and quality measurement and improvement.
- 3.2.4. In the first year for the incumbent DO and in the second year, one third of the contact standards shall be evaluated in each subsequent year to ensure all contract provisions are evaluated at least once every three (3) years. In addition, contract standards determined out of compliance must be reviewed the subsequent year.
- 3.2.5. Should the Contractor determine the DO is out of compliance, the Contractor shall develop, implement, and manage a Corrective Action Plan process with the DO to resolve deficiencies in a timely manner.
- 3.2.6. The Contractor shall develop and submit a stand-alone audit report to the Department within thirty (30) calendar days of the completion of the activity, as outlined in 3.2, and include the results in the annual EQRO technical report.
- 3.3. Validation of DO Performance Measures
 - 3.3.1. The Contractor pursuant to 42 CFR 438.358(b)(1)(ii), shall validate, no less than annually, the DO performance measures required by the Department.
 - 3.3.2. The Contractor shall create a methodology and tools to conduct the DO Performance Measure audit, as approved by the Department. The audit shall include, from the CMS EQRO Protocol #2, but is not limited to:
 - 3.3.2.1. Pre-onsite visit activities.
 - 3.3.2.2. Onsite visit activities.
 - 3.3.2.3. Post-site activities.
 - 3.3.3. The Contractor shall use performance measures as defined by the Department, annually; as component of the performance measure validation audit.
 - 3.3.4. The Department shall select up to 20 performance measures, annually, from Exhibit O in the most recent Agreement between the Department and the Dental Organization to be included in the performance measure validation audit.
 - 3.3.5. The performance measure validation audit will not include a review of

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measures that are calculated by using a medical record review

- 3.3.6. The Contractor shall not perform the Information Systems Capabilities Assessment (ISCA) if the DO is able to provide verification that the ISCA was completed within the past 12 months by a National Committee for Qualified Assurance of Health Plans (NCQA) certified Healthcare Effectiveness and Data Information Set (HEDIS) auditor.
- 3.3.7. The Contractor shall provide technical assistance, as outlined in Section 3.2, to The Department and the DOs as needed.
- 3.3.8. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity, as outlined in Section 3.2, and include results in the annual EQRO technical report.
- 3.4. Evaluation of Performance Improvement Projects (PIP)
 - 3.4.1. The Contractor shall validate, in accordance with 42 CFR 438.358 (b)(1)(i) one (1) DO PIP and ensure it is consistent with the most recent federal Centers for Medicare & Medicaid Services (CMS) Protocols for External Quality Review (EQR) activities.
 - 3.4.2. The Contractor shall create a rapid cycle PIP methodology and the tools to conduct the evaluation of the performance improvement projects which shall be approved by the Department. The validation shall include, from the CMS EQRO Protocol #1, but is not limited to:
 - 3.4.2.1. Assessment of the study methodology.
 - 3.4.2.2. Verification of PIP study findings for the project involving a non-audited performance measure.
 - 3.4.2.3. Evaluation of overall validity and reliability of study results.
 - 3.4.3. The Contractor shall work with DHHS to determine the PIP topic. The duration of the rapid-cycle PIP is 18 months.
 - 3.4.4. The Contractor shall use PIP requirements as defined in the most current Contract between DHHS and the DO.
 - 3.4.5. The Contractor shall produce a stand-alone PIP report, which must include a description of each of the DO PIP, activities, interventions, barriers, and the results of the PIP validation within thirty (30) calendar days of the completion of the activity.
 - 3.4.6. The results of the PIP validation shall be included in the annual EQRO technical report.
- 3.5. Validation of Encounter Data Reported by the DO
 - 3.5.1. The Contractor shall evaluate and validate encounter data reported by the DO in accordance with the New Hampshire DO contract and

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42 CFR 438.358(c)(1).

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

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

3.5.2.2. Standards for encounter data accuracy and completeness.

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

3.5.3. The Contractor shall create a methodology and identify tools to conduct the validation of encounter data, which shall be approved by the Department. The validation shall include, from the CMS EQRO Protocol #5, but is not limited to:

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

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

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

3.5.3.4. In the first year of the Contract, and once every three (3) years thereafter, review of medical records and confirmation of findings, and analysis of encounter data. Review must meet the requirements of 42 CFR 438.602(e); and

3.5.3.5. Annually submit findings.

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

3.5.5. The Contractor shall:

3.5.5.1. Accept/reject reported encounters.

3.5.5.2. Detect data patterns, such as:

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

3.5.5.2.2. Utilization patterns

3.5.5.3. Prepare a certification letter for the DO attesting the level of

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completeness and accuracy of the Encounter Data submitted by the DO to the Department.

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

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

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

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

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

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

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

3.6. Implementation of Surveys

3.6.1. The Contractor shall administer five (5) member and/or provider surveys in compliance with 42 CFR 438.358(c)(2).

3.6.2. The Contractor shall conduct:

3.6.2.1. One (1) provider satisfaction survey within the first two (2) years of the Contract period, then on a biennial basis thereafter, utilizing a tool provided by the Department; and

3.6.2.2. One (1) provider secret shopper survey on an annual basis.

3.6.3. The Contractor shall create a methodology and tools to administer surveys, which must be approved by the Department. The surveys shall be administered following the activities, from the CMS EQRO Protocol #6, including:

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

3.6.3.2. Select the survey instrument;

3.6.3.3. Develop the sampling plan;

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- 3.6.3.4. Develop a strategy for maximizing the response rate;
- 3.6.3.5. Develop a quality assurance plan;
- 3.6.3.6. Implement the survey;
- 3.6.3.7. Prepare and analyze the data obtained from the survey; and
- 3.6.3.8. Document the survey process and results.
- 3.6.4. The Contractor shall work with the DO to communicate documentation and data needs.
- 3.6.5. The Contractor shall produce a stand-alone report within thirty (30) calendar days of the completion of activities within Section 7.2 and include results in the annual EQRO technical report.
- 3.7. Conduct Validation of Provider Network Adequacy
 - 3.7.1. The Contractor shall, in Year 2 of the DO Agreement, conduct activities to validate each DO provider network to assure compliance with 42 CFR 438.68, per 42 CFR 438.358(b)(1)(iv).
 - 3.7.2. The Contractor shall, prior to the final EQRO protocols being published by CMS, create a methodology and identify tools to validate compliance of the DO's provider network with 42 CFR 438.68. All methodologies and tools shall be approved by the Department.
 - 3.7.3. Following final EQRO protocols being published by CMS, the Contractor and the Department will agree on how to meet the requirements of 42 CFR 438.358(c)(4).
- 3.8. Conduct Focus Studies of Dental Care Quality
 - 3.8.1. The Contractor shall conduct studies on quality that focus on a particular aspect of clinical or non-clinical services at a point in time, per 42 CFR 438.358 (c)(5).
 - 3.8.2. The Contractor shall conduct one (1) biennial quality study, starting in Contract Year two (2).
 - 3.8.3. The Contractor shall create a methodology and identify tools to administer quality studies which must be approved by the Department. The quality focus studies shall be conducted following the activities, from the CMS EQRO Protocol #9, including:
 - 3.8.3.1. Select the study topic(s);
 - 3.8.3.2. Define the study question(s);
 - 3.8.3.3. Select the study variable(s);
 - 3.8.3.4. Study the whole population or use a representative sample;
 - 3.8.3.5. Use sound sampling methods;

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- 3.8.3.6. Reliably collect data;
- 3.8.3.7. Analyze data and interpret study results; and
- 3.8.3.8. Report results to the state.
- 3.8.4. The Contractor shall ensure the biennial quality study shall focus on an element of the adult dental program which shall be approved by the Department and may include but is not limited to utilization management and dental benefits.
- 3.9. Project Management and Support
 - 3.9.1. The Contractor shall develop and provide a written implementation plan which must include, but is not limited to:
 - 3.9.1.1. Tasks, start dates, end dates, and responsible party (EQRO or DHHS). The plan must define and provide technical assistance to the DO to complete the following EQRO activities:
 - 3.9.1.1.1. Evaluation of DO Contractual Compliance;
 - 3.9.1.1.2. Validation of DO Performance Measures;
 - 3.9.1.1.3. Evaluation of Performance Improvement Project (PIP);
 - 3.9.1.1.4. Validation of Encounter Data Reported by the DO; and
 - 3.9.1.1.5. Validation of DO Network Adequacy.
 - 3.9.1.2. The Contractor shall host bi-weekly conference calls with the Department staff throughout the Agreement period.
 - 3.9.1.3. The Contractor shall provide bi-weekly written status reports to the Department.
 - 3.9.1.4. The Contractor shall respond, via email or by phone, to all inquiries from the Department within two (2) business days.
 - 3.9.1.5. The Contractor shall have appropriate staff to conduct all contracted EQR activities and shall assign the following key leadership roles: a contract manager who spends at least 0.20 FTE of time to manage the EQRO contract with the Department, and a project lead for each review activity under the EQRO contract.

3.10. Data Usage and Security

3.10.1. Transferring, Receiving, Protecting, and Storing Data

- 3.10.1.1. The Contractor shall preserve the confidentiality, integrity,

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

- 3.10.1.1.1. Ensure all resources assigned to perform contract services, including subcontractors, follow federal and state laws, rules and regulations and shall not use Medicaid data for any purposes outside of the scope of this contract without the express written consent of the Department.
- 3.10.1.1.2. Assure all reports and performance measures will be reported in the aggregate and will not include member identifiable information.
- 3.10.1.1.3. Abide by the Department's confidentiality requirements and security protocols.
- 3.10.1.1.4. Abide by all federal and state laws, rules and regulations including Federal law 42 CFR Part 2 which prohibits unauthorized disclosure of these records.
- 3.10.1.2. Provide the Department with its summary and analytic data files used to conduct the evaluation upon request. These files shall be:
 - 3.10.1.2.1. Organized;
 - 3.10.1.2.2. Clearly labeled; and
 - 3.10.1.2.3. Accompanied by a data dictionary.
- 3.10.1.3. Work with the Department to assure that appropriate data use agreements are in place to obtain needed data.
- 3.10.1.4. Understand Medicaid data and processing protocols and ensure that all resources assigned to perform contract services follow federal regulations.

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- 3.10.1.5. Comply with appropriate security protocols to include procedures defined in HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act. All transactions designed for the storage and retrieval of the information shall meet these requirements.
- 3.10.1.6. Ensure any and all electronic transmission or exchange of any State of New Hampshire data shall be secured using Secure File Transfer Protocols using no less than 128bit encryption and appropriate transfer mechanisms.
- 3.10.1.7. Ensure all current employees are aware of their responsibilities to protect protected health information PHI and other confidential information. Prior to gaining access to confidential information and each year thereafter, all of the Contractor's employees and subcontractors who have access to confidential information shall be required to sign a confidentiality/nondisclosure agreement as part of the Contractor's assignment to provide contracted services.
- 3.10.1.8. Ensure the secure storage of the Department-provided data, ensuring any storage media is encrypted, locked and retain control of access of any storage areas and or facilities.
- 3.10.1.9. Ensure all facilities and offices have appropriate layers of physical access controls and monitoring ensuring access is restricted to authorized personnel only.
- 3.10.1.10. Ensure daily operations include policies that require all confidential information be secured at the end of the duty day to prevent inadvertent disclosure to unauthorized personnel.
- 3.10.1.11. Ensure confidential information in paper form is stored in a separate, secure room or in locked file cabinets, accessible to authorized personnel only. Any data authorized for destruction shall be destroyed according to Federal, State, and industry standards and certified and documented in writing by the data destruction agent.
- 3.10.1.12. Ensure all data, and any copies thereof, are returned to the Department upon Department request or no later than the contract expiration date, whichever occurs first, unless otherwise instructed by the Department to destroy copied data.
- 3.10.1.13. Ensure continuous control of security access to confidential or protected information by immediately adjusting or removing any individual whose employment

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

4. Reporting - EQRO for MCO Contract

4.1. Produce a detailed technical report

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

- 4.1.1.1. Contract compliance audit;
- 4.1.1.2. Performance measure validation audit;
- 4.1.1.3. Performance improvement project validation;
- 4.1.1.4. Encounter data validation;
- 4.1.1.5. Additional quality studies;
- 4.1.1.6. Network adequacy validation;
- 4.1.1.7. Additional EQRO activities.

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

- 4.1.2.1. A description of how data was aggregated and analyzed;
- 4.1.2.2. Conclusion drawn regarding the quality, timeliness, and access to care furnished by the MCOs;
- 4.1.2.3. For each activity:
 - 4.1.2.3.1. Objectives;
 - 4.1.2.3.2. Summary of methods of data collection and analysis;
 - 4.1.2.3.3. Summary of data obtained for each activity; and
 - 4.1.2.3.4. Conclusions drawn from the data to include but not be limited to strengths and opportunities for improvement.
- 4.1.2.4. Overall assessment of each MCO's strengths and weakness for quality, timeliness, and access to health care services furnished to Medicaid beneficiaries.
- 4.1.2.5. Overall assessment of the compliance of the State of New

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Hampshire's Medicaid Care Management Quality Strategy with 42 CFS 438.340;

- 4.1.2.6. Recommendations for improving the quality of health care services by each MCO, including how New Hampshire can target goals and objectives in the quality strategy;
- 4.1.2.7. Methodologically appropriate, comparative information about all MCOs for selected HEDIS and CAHPS measurements; and
- 4.1.2.8. Assessment of the degree to which each MCO has addressed effectively the recommendations for quality improvement made by the EQRO during previous years. The assessment of the MCOs efforts shall be conducted by the Contractor reviewing the MCOs annual Quality Assessment and Performance Improvement reports.
- 4.1.3. The report shall include additional reports and activities the EQRO conducted during the reporting year (e.g. surveys, focus studies, etc.)
- 4.1.4. The initial draft of the technical report shall be submitted annually to the Department no later than December 1.
- 4.1.5. The EQRO shall annually conduct an in-person presentation of the results of the EQRO technical report to DHHS stakeholders and staff.

5. Reporting – EQRO for DO Contract

5.1. Produce a detailed Technical Report

- 5.1.1. The Contractor must provide a detailed Annual Technical Report pursuant to 42 CFR 438.364 (a), which must include the results for the DO participating in New Hampshire's Medicaid Adult Dental Program for each of the following EQR activities:
 - 5.1.1.1. Contract compliance audit;
 - 5.1.1.2. Performance measure validation audit;
 - 5.1.1.3. Performance improvement project validation;
 - 5.1.1.4. Encounter data validation;
 - 5.1.1.5. Additional quality studies;
 - 5.1.1.6. Network adequacy validation;
 - 5.1.1.7. Additional EQRO activities.
- 5.1.2. The Contractor shall provide a technical report, in accordance with pursuant to 42 CFR 438.350 (a), which shall include:
 - 5.1.2.1. A description of how data was aggregated and analyzed;

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- 5.1.2.2. Conclusions drawn regarding the quality, timeliness, and access to care furnished by the DO;
- 5.1.2.3. For each activity as outlined in Section 5.1. Technical Report:
 - 5.1.2.3.1. Objectives;
 - 5.1.2.3.2. Summary of methods of data collection and analysis;
 - 5.1.2.3.3. Summary of data obtained for each activity; and
 - 5.1.2.3.4. Conclusions drawn from the data to include but not be limited to strengths and opportunities for improvement.
- 5.1.2.4. Overall assessment of the DO's strengths and weaknesses for quality, timeliness, and access to health care services furnished to Medicaid beneficiaries.
- 5.1.2.5. Overall assessment of the compliance of the State of New Hampshire's Medicaid Care Management Quality Strategy with 42 CFR 438.340;
- 5.1.2.6. Recommendations for improving the quality of dental services by the DO, including how the Department can target goals and objectives in the quality strategy;
- 5.1.2.7. Methodologically appropriate, comparative information about the DO for selected HEDIS and CAHPS measurements; and
- 5.1.2.8. Assessment of the degree to which the DO has addressed effectively the recommendations for quality improvement made by the EQRO during previous years. The assessment of the DO's efforts shall be conducted by the Contractor reviewing the DO's annual Quality Assessment and Performance Improvement reports.
- 5.1.3. The Contractor shall ensure the reports include the activities the EQRO conducted during the reporting year, which must include, but is not limited to, surveys and focus studies.
- 5.1.4. An initial draft of the Annual Technical Report must be submitted to the Department no later than December 1 of each Contract Year for approval.
- 5.1.5. The Contractor must conduct an in-person presentation of the results of the EQR Technical Report to DHHS stakeholders and staff on an annual basis.

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6. Performance Measures

- 6.1. The EQRO shall complete all activities as stated in the Scope of Services within the specified time periods.
- 6.2. HSAG will ensure that the Annual EQR Technical Report meets the requirements of 42 CFS 438.364.

7. Deliverables

7.1. Summary of EQRO MCO Deliverables

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

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

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13	Independent assessment of the CMS1915(b) waiver population	Year 1 of the contract	The first draft of the written report is due on November 1, 2019. The final report is due no later than December 1, 2019.
14	Implementation Plan	Annual	Written plan, no later than August 1 st , beginning 8/1/2019.
15	Host bi-weekly conference calls	Every 2 weeks	Written agenda and written status reports, including the name of the EQRO project lead for each activity.

7.2. Summary of EQRO DO Deliverables

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

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6	DO Technical Report; In-Person Presentation	Annual	In-person presentation to Department stakeholders and staff. Written conference agenda and materials at least five business days prior to presentation. Completed individual evaluations and evaluation summary within 5 business days of presentation.
7	Implementation of DO Surveys – Qualitative Member Focus Group and/or Survey	Biennial	Written report within 30 days after the completion of the activity.
8	Implementation of DO Surveys- Dental Provider Satisfaction Survey	One provider satisfaction survey in Year 2 of the contract, and biennial thereafter.	Written report within 30 days after the completion of the activity
9	Implementation of DO Surveys- Dental Secret Shopper Survey	Annual	Written report within 30 days after the completion of the activity
10	Validation of DO Provider Network Adequacy	Annual	Written report within 30 days after the completion of the activity
11	Focus Studies of Dental Care Quality- Quality Study	Biennial; starting in Year 2 of the contract	Written report within 30 days after the completion of the activity
14	DO	Annual	Written plan, no later than <u>5/24/2024</u>

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	Implementation Plan		August 1 st , beginning 8/1/2023.
15	Host bi-weekly DO conference calls	Every 2 weeks	Written agenda and written status reports, including the name of the EQRO project lead for each activity.

8. Exhibits Incorporated

- 8.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit J, Business Associate Agreement, which has been executed by the parties.
- 8.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 8.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

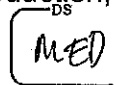
9. Additional Terms

9.1. Impacts Resulting from Court Orders or Legislative Changes

- 9.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

9.2. Credits and Copyright Ownership

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



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

EXHIBIT A – Amendment #3

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

9.2.3.1. Brochures.

9.2.3.2. Resource directories.

9.2.3.3. Protocols or guidelines.

9.2.3.4. Posters.

9.2.3.5. Reports.

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

10. Records

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

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

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

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

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

State of New Hampshire

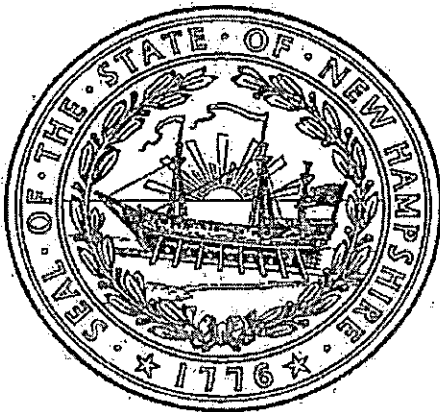
Department of State

CERTIFICATE

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

Business ID: 669367

Certificate Number: 0006691246



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Corporate Resolution

I, Joellen Tenison, hereby certify that I am a duly elected Clerk/Secretary/Officer of Health Services Advisory Group, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 15, 2024, at which a quorum of the Directors/shareholders were present and voting.

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

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

Dated: 5/24/2024

Attest:

Joellen Tenison

Joellen Tenison, CPA, MBA
Chief Financial Officer

HEALSER

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2024

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

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

PRODUCER MJ Insurance, Inc. 3900 E. Camelback Road, Suite 225 Phoenix, AZ 85018 602 772-3300		CONTACT NAME: MJ Insurance, Inc. PHONE (A/C, No, Ext): 317 805-7500 FAX (A/C, No): 317 805-7515 E-MAIL ADDRESS: certificate@mjinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Underwriters Insurance Co.	NAIC # 30104
		INSURER B: Hartford Casualty Insurance Co.	29424
		INSURER C: Hartford Underwriters Insurance Co.	30104
		INSURER D:	16754
		INSURER E:	42374
		INSURER F:	34487

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	36UUNAV5JXF	07/01/2023	07/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	36UENBC5238	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			36RHUAW6K9Z	07/01/2023	07/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	36WEZJ2839	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The Certificate Holder and others as defined in the written agreement and the General Liability additional insured endorsement HG0001 09/16 (see attached endorsement) and Automobile Liability endorsement HA9916 12/21 are included as additional insured subject to the terms, conditions and exclusions on the policy(ies).

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

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

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

Benjamin Shreeve

DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation applies to the Certificate Holder and others as defined in the written agreement and the General Liability endorsement HG0001 09/16, Automobile Liability endorsement HA9916 12/21 and Workers Compensation per endorsement WC 00 03 13 subject to the terms, conditions and exclusions on the policy(ies) as permitted by law, when required by written contract.

Umbrella coverage extends over General Liability, Automobile Liability, and Employers Liability and is form following.

30 Days Notice of Cancellation, with 10 Days Notice for non-payment of premium, applies to the General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability subject to the terms, conditions and exclusions on the policy(ies).



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

(1) Professional health care services such as:

- (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
- (b) Any health or therapeutic service, treatment, advice or instruction; or
- (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

- (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
- (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual; alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our

discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1) Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1) The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory If Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for: extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 36WE ZJ2839

Endorsement Number:

Effective Date: 07/01/23

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HEALTH SERVICES HOLDINGS INC
3133 E CAMELBACK RD STE 100
PHOENIX AZ 85016

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____

Authorized Representative



Lori A. Weaver
Interim Commissioner

Henry D. Lipman
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
1-844-ASK-DHHS (1-844-275-3447)

Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 1, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a **Sole Source** amendment to an existing contract with Health Services Advisory Group, Inc. (VC#226207), Phoenix, AZ for additional quality study activities associated with External Quality Reviews evaluations of the Medicaid Care Management Managed Care Organization and Dental Organization services, by increasing the price limitation by \$678,256 from \$4,228,974 to \$4,907,230 with no change to the contract completion date of June 30, 2024, effective upon Governor and Council approval. 75% Federal Funds. 17% General Funds. 8% Other Funds (as defined in RSA 126-AA:3,1)

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

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

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

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

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

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

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

EXPLANATION

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

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

His Excellency, Governor Christopher T. Sununu
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Management. The Department is federally required by the Federal Balanced Budget Act of 1997 and 42 CFR 438 Subpart E. to obtain these reviews.

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

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

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

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

Area served: Statewide

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

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

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

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

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

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

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,907,230
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit A, Scope of Services by deleting it and replacing it in its entirety with Exhibit A-Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2. to read:
 2. This Agreement is funded with 75% Federal Funds from U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medical Assistance Program, Catalogues of Family and Domestic Assistance (CFDA #93.778, Federal Award Identification Number (FAIN) 2305NH5ADM; 17% General Funds; and 8% Other Funds.
5. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.2, to add Paragraph 4.2.6 Table 6 - State Fiscal Years 2023 & 2024 as follows:
4.2.6. Table 6 - State Fiscal Years 2023 & 2024 - Amendment #2

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

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

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

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

State of New Hampshire
Department of Health and Human Services

3/13/2023

Date

DocuSigned by:

Henry D. Lipman

CP3044047700429

Name: Henry D. Lipman

Title: Medicaid Director

Health Services Advisory Group

3/9/2023

Date

DocuSigned by:

Mary Ellen Dalton

825AB8F5CE4348A

Name: Mary Ellen Dalton

Title: Chief Executive Officer

OFFICE OF THE ATTORNEY GENERAL

Date _____

~~748734844041480...~~
Name: Robyn Guarino

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____

Title:

**New Hampshire Department of Health and Human Services
External Quality Review Organization
EXHIBIT A –Amendment #2**

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English Proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Services priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.

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

- 2.1. The Contractor shall meet all the qualifications of an External Quality Review Organization (EQRO) outlined in 42 CFR 438.354
- 2.2. Evaluation of Managed Care Organization (MCO) Contractual Compliance:
 - 2.2.1. The Contractor shall conduct annual reviews for all contract sections of the Department's most current contract with the Managed Care Organization, pursuant to 42 CFR 438.358 (b)(1)(iii) and the current federal CMS Protocol #1 for EQR, to determine the MCOs' compliance with federal regulations and the Department's contract provisions relative to the quality, appropriateness, and the timeliness of, and access to care and services furnished to all New Hampshire Medicaid enrollees under MCO contracts.
 - 2.2.2. The Contractor shall create a methodology and the tools used to conduct the contract compliance audit which shall be approved by the Department. The audit shall include, but not be limited to, activities as defined below (from the CMS EQRO Protocol #1):
 - 2.2.2.1. Establish Compliance Thresholds;
 - 2.2.2.2. Perform Preliminary Review;
 - 2.2.2.3. Conduct MCO Site Visit;
 - 2.2.2.4. Compile and Analyze Findings; and
 - 2.2.2.5. Report Results to the State.
 - 2.2.3. The Contractor shall include a comprehensive evaluation of all contract provisions to determine new MCO compliance with state and standards for access to care, structure and operations, and quality.

**New Hampshire Department of Health and Human Services
External Quality Review Organization
EXHIBIT A –Amendment #2**

measurement and improvement.

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

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

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

2.3. Validation of MCO Performance Measures

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

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

2.3.1.1.1. Pre-onsite visit activities;

2.3.1.1.2. Onsite visit activities; and

2.3.1.1.3. Post-site activities.

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

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

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

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

MEP

**New Hampshire Department of Health and Human Services
External Quality Review Organization
EXHIBIT A –Amendment #2**

- 2.3.6. The Contractor shall provide technical assistance to The Department and the MCOs as needed.
- 2.3.7. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity and include results in the annual EQRO technical report.
- 2.4. Evaluation of Performance Improvement Projects (PIP)
 - 2.4.1. The Contractor shall validate, in accordance with 42 CFR 438.358 (b)(1)(i) each MCO's PIPs required by The Department and ensure they are consistent with the most recent federal Centers for Medicare & Medicaid Services (CMS) Protocols for External Quality Review (EQR) activities.
 - 2.4.1.1. The Contractor shall create a rapid cycle PIP methodology and the tools used to conduct the evaluation of the performance improvement projects which shall be approved by the Department. The validation shall include but not be limited to activities defined below (from the CMS EQRO Protocol #3):
 - 2.4.1.1.1. Assess the study methodology;
 - 2.4.1.1.2. Verify PIP study findings for projects involving non-audited performance measures; and
 - 2.4.1.1.3. Evaluate overall validity and reliability of study results.
 - 2.4.2. Two rapid-cycle PIPs will be conducted concurrently. The duration of each rapid-cycle PIP will be 18 months. The Contractor will work with DHHS to determine the concurrent PIP topics.
 - 2.4.3. The Contractor shall use PIP requirements, as defined in the most current contract between DHHS and the MCOs.
 - 2.4.4. The Contractor shall produce a stand-alone PIP report including a description of each of the MCOs PIPs, activities, interventions, barriers, and the results of the PIP validation within thirty (30) calendar days of the completion of the activity.
 - 2.4.5. The results of the PIP validation shall be included in the annual EQRO technical report.
- 2.5. Validation of Encounter Data Reported by the MCO
 - 2.5.1. The Contractor shall evaluate and validate encounter data reported by the MCOs to The Department in accordance with the New Hampshire MCM contract and 42 CFR 438.358(c)(1).

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MED

**New Hampshire Department of Health and Human Services
External Quality Review Organization
EXHIBIT A –Amendment #2**

- 2.5.2. The Contractor shall evaluate and validate encounter data submitted to the State by the MCOs via New Hampshire's Medicaid Management Information System (MMIS) in accordance with the State's standards for encounter data including, but not limited to;
 - 2.5.2.1. An operational definition of an "encounter" and the types of encounters (e.g. physician, hospital, laboratory, etc.)
 - 2.5.2.2. Standards for encounter data accuracy and completeness; and
 - 2.5.2.3. Objective standards to which encounter data shall be compared.
- 2.5.3. The Contractor shall create a methodology and the tools used to conduct the validation of encounter data, which shall be approved by the Department. The validation shall include but not be limited to activities defined below (from the CMS EQRO Protocol #4):
 - 2.5.3.1. Annually review State requirements for collecting and submitting encounter data;
 - 2.5.3.2. Annually review the MCO's capacity to produce accurate and complete encounter data. The vendor shall use the most recent Information System Capabilities Assessment (ISCA) completed by a NCAQ HEDIS compliance auditor;
 - 2.5.3.3. Annually analyze MCO electronic encounter data for accuracy and completeness;
 - 2.5.3.4. In the first year of the contract and once every three years thereafter, review of medical records for confirmation of findings of analysis of encounter data. Review should meet the requirements of 42 CFR 438.602(e); and
 - 2.5.3.5. Annually submit findings.
- 2.5.4. The Contractor shall receive industry standard 837 encounter data files directly from the MCOs to conduct validation activities.
- 2.5.5. The Contractor shall:
 - 2.5.5.1. Accept/reject reported encounters.
 - 2.5.5.2. Detect data patterns, such as:
 - 2.5.5.2.1. Under- or over-reporting of data over time; and
 - 2.5.5.2.2. Utilization patterns
 - 2.5.5.3. Prepare a certification letter for each MCO attesting the level of completeness and accuracy of the Encounter Data submitted by the MCO to the Department.

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- 2.5.5.4. Issue weekly, monthly, and quarterly reports containing MCO specific findings and aggregate MCO results concerning the validity of this encounter data.
- 2.5.5.5. Provide technical assistance to The Department and the MCOs to reach an agreed upon level of consistency and accuracy in the encounter data.
- 2.5.5.6. Provide technical assistance to The Department's MMIS and to the MCOs as deficiencies are discovered throughout the encounter data validation process to improve data accuracy and completeness.
- 2.5.5.7. Consult with The Department to improve data validation for The Departments' MMIS.
- 2.5.6. The Contractor shall conduct additional validation annually by comparing all encounters submitted by the MCOs to The Department against encounters residing in the MCOs data system.
 - 2.5.6.1. The Contractor shall provide the results of this annual validation which shall serve as the basis for The Contractor's federal-level Encounter Data certification and shall be due to The Department and CMS on August 1st of each year.
- 2.5.7. The Contractor shall include results in the annual EQRO technical report.
- 2.6. Implementation of Surveys
 - 2.6.1. The Contractor shall administer four member and/or provider surveys in compliance with 42 CFR 438.358(c)(2).
 - 2.6.2. The Contractor shall conduct:
 - 2.6.2.1. Two annual qualitative member focus groups and/or surveys on topics related to the MCM program that are requested by the Department;
 - 2.6.2.2. One provider satisfaction survey in the first two years then annually thereafter, utilizing a tool provided by the Department; and
 - 2.6.2.3. One annual provider secret shopper survey
 - 2.6.3. The Contractor shall create a methodology and tools to administer surveys, which shall be approved by the Department. The surveys shall be administered following activities defined below (from the CMS EQRO Protocol #5):
 - 2.6.3.1. Identify survey purpose(s), objective(s) and intended use;

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- 2.6.3.2. Select the survey instrument;
- 2.6.3.3. Develop the sampling plan;
- 2.6.3.4. Develop a strategy for maximizing the response rate;
- 2.6.3.5. Develop a quality assurance plan;
- 2.6.3.6. Implement the survey;
- 2.6.3.7. Prepare and analyze the data obtained from the survey; and
- 2.6.3.8. Document the survey process and results.
- 2.6.4. The Contractor shall work with the MCOs to communicate documentation and data needs.
- 2.6.5. The Contractor shall produce a stand-alone report within thirty (30) calendar days of the completion of activities within section 7.1. and include results in the annual EQRO technical report.
- 2.7. Conduct Validation of Provider Network Adequacy
 - 2.7.1. Starting in year 2, the Contractor shall conduct activities to validate each MCO's provider network to assure compliance with 42 CFR 438.68, per 42 CFR 438.358(b)(1)(ii).
 - 2.7.2. Prior to the final EQRO protocols being published by CMS, the Contractor shall create a methodology and tools to validate compliance of each MCO's provider network with 42 CFR 438.68. All methodologies and tools shall be approved by the Department.
 - 2.7.3. Following final EQRO protocols being published by CMS, the Contractor and the Department will agree on how to meet the requirements of 42 CFR 438.358(c)(4).
- 2.8. Conduct Focus Studies of Health Care Quality
 - 2.8.1. The Contractor shall conduct studies on quality, that focus on a particular aspect of clinical or non-clinical services at a point in time, per 42 CFR 438.358 (c)(5).
 - 2.8.2. The Contractor shall be responsible for conducting:
 - 2.8.2.1. Starting in year 2, one annual quality study;
 - 2.8.2.2. One annual quality meeting that shall focus on a MCM quality topic; and
 - 2.8.2.3. One independent assessment of the CMS1915(b) waiver population.
 - 2.8.3. The Contractor shall create a methodology and tools to administer quality studies which shall be approved by the Department. The quality focus studies shall be conducted following activities listed

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below (from the CMS EQRO Protocol #8):

- 2.8.3.1. Select the study topic(s);
- 2.8.3.2. Define the study question(s);
- 2.8.3.3. Select the study variable(s);
- 2.8.3.4. Study the whole population or use a representative sample;
- 2.8.3.5. Use sound sampling methods;
- 2.8.3.6. Reliably collect data;
- 2.8.3.7. Analyze data and interpret study results; and
- 2.8.3.8. Report results to the state.
- 2.8.4. The annual quality study shall focus on an element of the MCM program which shall be approved by the Department and may include but is not limited to care management, utilization management, behavioral health benefits, or pharmacy benefits.
- 2.8.5. The Contractor shall host an annual meeting in New Hampshire for targeted stakeholders and staff to discuss a quality topic which shall be approved by the Department and is related to the MCM program.
- 2.8.6. The Contractor shall produce a stand-alone report for the CMS 1915(b) waiver population. The Department will provide the vendor with performance measure data. The vendor will independently evaluate the outcome data related to the populations then produce a report. The first draft of the report is due November 1, 2019. The final report is due no later than December 1, 2019. The previous report can be found at: <https://www.dhhs.nh.gov/ombp/caremgmt/documents/1915b-independent-assessment.pdf>
- 2.8.7. Project Management and Support
 - 2.8.7.1. The vendor shall develop and provide a written implementation plan that includes tasks, start dates, end dates, and responsible party (e.g. EQRO or DHHS). The plan shall define how they will orientate and provide sufficient technical assistance to the MCOs in order to complete the following EQRO activities;
 - 2.8.7.1.1. Evaluation of MCO Contractual Compliance,
 - 2.8.7.1.2. Validation of MCO Performance Measures,
 - 2.8.7.1.3. Evaluation of Performance Improvement Projects (PIP),

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2.8.7.1.4. Validation of Encounter Data Reported by the MCO.

- 2.8.7.2. The Contractor shall host bi-weekly (every two weeks) conference calls with the Department staff throughout the contract period.
- 2.8.7.3. The Contractor shall provide bi-weekly (every two weeks) written status reports to the Department.
- 2.8.7.4. The Contractor shall respond, via email or by phone, to all inquiries from the Department within two (2) business days.
- 2.8.7.5. The Contractor shall have appropriate staff to conduct all contracted EQR activities and shall assign the following key leadership roles: a contract manager who spends at least 0.50 FTE of time to manage the EQRO contract with NH DHHS, and a project lead for each review activity under the EQRO contract.
- 2.8.7.6. Submission of a proposal indicates acceptance of the conditions specified in this RFP to staff and subcontractor resources and competencies. DHHS reserves the right to accept or reject any of the EQRO contractor's employees or subcontractors assigned to this project and to require their replacement at any time.

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

- 3.1. The Contractor shall meet all the qualifications of an External Quality Review Organization (EQRO) outlined in 42 CRF 438.354
- 3.2. Evaluation of Dental Organization (DO) Contractual Compliance:
 - 3.2.1. The Contractor shall conduct annual reviews for all contract sections of the Department's most current contract with the Dental Organization (herein referred to as "DO"), pursuant to 42 CFR 438.358 (b)(1)(iii) and current federal CMS Protocol #3 for EQR, to determine the DOs' compliance with federal regulations and the Department's contract provisions relative to the quality, appropriateness, and timeliness of, and access to care and services furnished to all New Hampshire Medicaid enrollees under DO contract.
 - 3.2.2. The Contractor shall conduct annual reviews for all contract sections of the Department's most current contract with the Dental Organization (herein referred to as "DO"), pursuant to 42 CFR 438.358 (b)(1)(iii) and current federal CMS Protocol #3 for EQR, to determine the DOs' compliance with federal regulations and the

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

3.2.2.1. Establish Compliance Thresholds;

3.2.2.2. Perform Preliminary Review;

3.2.2.3. Conduct DO Site Visit;

3.2.2.4. Compile and Analyze Findings; and

3.2.2.5. Report results to the State.

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

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

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

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

3.3. Validation of DO Performance Measures

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

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

3.3.2.1. Pre-onsite visit activities.

3.3.2.2. Onsite visit activities.

3.3.2.3. Post-site activities.

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

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validation audit.

- 3.3.4. The Department shall select up to 20 performance measures, annually, from Exhibit O in the most recent Agreement between the Department and the Dental Organization to be included in the performance measure validation audit.
- 3.3.5. The performance measure validation audit will not include a review of measures that are calculated by using a medical record review
- 3.3.6. The Contractor shall not perform the Information Systems Capabilities Assessment (ISCA) if the DO is able to provide verification that the ISCA was completed within the past 12 months by a National Committee for Qualified Assurance of Health Plans (NCQA) certified Healthcare Effectiveness and Data Information Set (HEDIS) auditor.
- 3.3.7. The Contractor shall provide technical assistance, as outlined in Section 3.2, to The Department and the DOs as needed.
- 3.3.8. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity, as outlined in Section 3.2, and include results in the annual EQRO technical report.

3.4. Evaluation of Performance Improvement Projects (PIP)

- 3.4.1. The Contractor shall validate, in accordance with 42 CFR 438.358 (b)(1)(i) one (1) DO PIP and ensure it is consistent with the most recent federal Centers for Medicare & Medicaid Services (CMS) Protocols for External Quality Review (EQR) activities.
- 3.4.2. The Contractor shall create a rapid cycle PIP methodology and the tools to conduct the evaluation of the performance improvement projects which shall be approved by the Department. The validation shall include but not be limited to:
 - 3.4.2.1. Assessment of the study methodology.
 - 3.4.2.2. Verification of PIP study findings for the project involving a non-audited performance measure.
 - 3.4.2.3. Evaluation of overall validity and reliability of study results.
- 3.4.3. The Contractor will work with DHHS to determine the PIP topic and the duration of the PIP.
- 3.4.4. The Contractor shall use PIP requirements, as defined in the most current contract between DHHS and the DO.
- 3.4.5. The Contractor shall produce a stand-alone PIP report including a description of each of the DO PIP, activities, interventions, barriers, and the results of the PIP validation within thirty (30) calendar days of

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the completion of the activity.

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

3.5. Validation of Encounter Data Reported by the DO

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

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

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

3.5.2.2. Standards for encounter data accuracy and completeness.

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

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

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

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

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

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

3.5.3.5. Annually submit findings.

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

3.5.5. The Contractor shall:

3.5.5.1. Accept/reject reported encounters.

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- 3.5.5.2. Detect data patterns, such as:
 - 3.5.5.2.1. Under- or over-reporting of data over time; and
 - 3.5.5.2.2. Utilization patterns
- 3.5.5.3. 3.4.5.3. Prepare a certification letter for the DO attesting the level of completeness and accuracy of the Encounter Data submitted by the DO to the Department.
- 3.5.5.4. Issue weekly, monthly, and quarterly reports containing DO specific findings and aggregate DO results concerning the validity of this encounter data.
- 3.5.5.5. Provide technical assistance to the Department and the DO to reach an agreed upon level of consistency and accuracy in the encounter data.
- 3.5.5.6. Provide technical assistance to the Department's regarding MMIS and to the DO as deficiencies are discovered throughout the encounter data validation process to improve data accuracy and completeness.
- 3.5.5.7. Consult with The Department to improve data validation for The Departments' MMIS.
- 3.5.6. The Contractor shall conduct an additional validation annually by comparing all encounters submitted by the DO to the Department against encounters residing in the DOs data system.
- 3.5.7. The Contractor shall provide the results of this annual validation which shall serve as the basis for the Contractor's federal-level Encounter Data certification and shall be due to the Department and CMS on August 1st of each year.
- 3.5.8. The Contractor shall include results in the annual EQRO technical report.
- 3.6. Implementation of Surveys
 - 3.6.1. The Contractor shall administer two (2) provider surveys in compliance with 42 CFR 438.358(c)(2).
 - 3.6.2. The Contractor shall conduct:
 - 3.6.2.1. One provider satisfaction survey in the first two years then biennial thereafter, utilizing a tool provided by the Department; and
 - 3.6.2.2. One secret shopper survey in the first two years then biennially thereafter.
 - 3.6.3. The Contractor shall create a methodology and identify tools to

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

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

3.6.3.2. Select the survey instrument;

3.6.3.3. Develop the sampling plan;

3.6.3.4. Develop a strategy for maximizing the response rate;

3.6.3.5. Develop a quality assurance plan;

3.6.3.6. Implement the survey;

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

3.6.3.8. Document the survey process and results.

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

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

3.7. Conduct Validation of Provider Network Adequacy

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

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

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

3.8. Conduct Focus Studies of Health Care Quality

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

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

3.8.2.1. Select the study topic(s);

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- 3.8.2.2. Define the study question(s);
- 3.8.2.3. Select the study variable(s);
- 3.8.2.4. Study the whole population or use a representative sample;
- 3.8.2.5. Use sound sampling methods;
- 3.8.2.6. Reliably collect data;
- 3.8.2.7. Analyze data and interpret study results; and
- 3.8.2.8. Report results to the state.

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

3.9. Project Management and Support

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

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

- 3.9.1.1.1. Evaluation of DO Contractual Compliance,

- 3.9.1.1.2. Validation of DO Performance Measures,

- 3.9.1.1.3. Evaluation of Performance Improvement Project (PIP),

- 3.9.1.1.4. Validation of Encounter Data Reported by the DO.

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

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

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

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

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under the EQRO contract.

3.10. Data Usage and Security

3.10.1. Transferring, Receiving, Protecting, and Storing Data

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

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

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

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

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

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

3.10.1.2.1. Organized;

3.10.1.2.2. Clearly labeled; and

3.10.1.2.3. Accompanied by a data dictionary.

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- 3.10.1.3. Work with the Department to assure that appropriate data use agreements are in place to obtain needed data.
- 3.10.1.4. Understand Medicaid data and processing protocols and ensure that all resources assigned to perform contract services follow federal regulations.
- 3.10.1.5. Comply with appropriate security protocols to include procedures defined in HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act. All transactions designed for the storage and retrieval of the information shall meet these requirements.
- 3.10.1.6. Ensure any and all electronic transmission or exchange of any State of New Hampshire data shall be secured using Secure File Transfer Protocols using no less than 128bit encryption and appropriate transfer mechanisms.
- 3.10.1.7. Ensure all current employees are aware of their responsibilities to protect protected health information PHI and other confidential information. Prior to gaining access to confidential information and each year thereafter, all of the Contractor's employees and subcontractors who have access to confidential information shall be required to sign a confidentiality/nondisclosure agreement as part of the Contractor's assignment to provide contracted services.
- 3.10.1.8. Ensure the secure storage of the Department-provided data, ensuring any storage media is encrypted, locked and retain control of access of any storage areas and or facilities.
- 3.10.1.9. Ensure all facilities and offices have appropriate layers of physical access controls and monitoring ensuring access is restricted to authorized personnel only.
- 3.10.1.10. Ensure daily operations include policies that require all confidential information be secured at the end of the duty day to prevent inadvertent disclosure to unauthorized personnel.
- 3.10.1.11. Ensure confidential information in paper form is stored in a separate, secure room or in locked file cabinets, accessible to authorized personnel only. Any data authorized for destruction shall be destroyed according to Federal, State, and industry standards and certified and documented in writing by the data destruction agent.
- 3.10.1.12. Ensure all data, and any copies thereof, are returned to the Department upon Department request or no later than

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

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

4. Reporting - EQRO for MCO Contract

4.1. Produce a detailed technical report

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

- 4.1.1.1. Contract compliance audit;
- 4.1.1.2. Performance measure validation audit;
- 4.1.1.3. Performance improvement project validation;
- 4.1.1.4. Encounter data validation;
- 4.1.1.5. Additional quality studies;
- 4.1.1.6. Network adequacy validation;
- 4.1.1.7. Additional EQRO activities.

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

- 4.1.2.1. A description of how data was aggregated and analyzed;
- 4.1.2.2. Conclusion drawn regarding the quality, timeliness, and access to care furnished by the MCOs;
- 4.1.2.3. For each activity:
 - 4.1.2.3.1. Objectives;
 - 4.1.2.3.2. Summary of methods of data collection and analysis;
 - 4.1.2.3.3. Summary of data obtained for each activity; and
 - 4.1.2.3.4. Conclusions drawn from the data to include but

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not be limited to strengths and opportunities for improvement.

- 4.1.2.4. Overall assessment of each MCO's strengths and weakness for quality, timeliness, and access to health care services furnished to Medicaid beneficiaries.
- 4.1.2.5. Overall assessment of the compliance of the State of New Hampshire's Medicaid Care Management Quality Strategy with 42 CFS 438.340;
- 4.1.2.6. Recommendations for improving the quality of health care services by each MCO, including how New Hampshire can target goals and objectives in the quality strategy;
- 4.1.2.7. Methodologically appropriate, comparative information about all MCOs for selected HEDIS and CAHPS measurements; and
- 4.1.2.8. Assessment of the degree to which each MCO has addressed effectively the recommendations for quality improvement made by the EQRO during previous years. The assessment of the MCOs efforts shall be conducted by the Contractor reviewing the MCOs annual Quality Assessment and Performance Improvement reports.
- 4.1.3. The report shall include additional reports and activities the EQRO conducted during the reporting year (e.g. surveys, focus studies, etc.)
- 4.1.4. The initial draft of the technical report shall be submitted annually to the Department no later than December 1.
- 4.1.5. The EQRO shall annually conduct an in-person presentation of the results of the EQRO technical report to DHHS stakeholders and staff.

5. Reporting – EQRO for DO Contract

5.1. Produce a detailed Technical Report

- 5.1.1. The Contractor shall provide the initial draft of the technical report to the Department annually (calendar year), no later than December 1, pursuant to 42 CFR 438.364 (a). The report shall include results for the DO with results for each of the following EQR activities:
 - 5.1.1.1. Contract compliance audit;
 - 5.1.1.2. Performance measure validation audit;
 - 5.1.1.3. Performance improvement project validation;
 - 5.1.1.4. Encounter data validation;
 - 5.1.1.5. Additional quality studies;

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- 5.1.1.6. Network adequacy validation;
- 5.1.1.7. Additional EQRO activities.
- 5.1.2. The Contractor shall provide a technical report, in accordance with pursuant to 42 CFR 438.350 (a), which shall include:
 - 5.1.2.1. A description of how data was aggregated and analyzed;
 - 5.1.2.2. Conclusions drawn regarding the quality, timeliness, and access to care furnished by the DO;
 - 5.1.2.3. For each activity as outlined in Section 5.1. Technical Report:
 - 5.1.2.3.1. Objectives;
 - 5.1.2.3.2. Summary of methods of data collection and analysis;
 - 5.1.2.3.3. Summary of data obtained for each activity; and
 - 5.1.2.3.4. Conclusions drawn from the data to include but not be limited to strengths and opportunities for improvement.
 - 5.1.2.4. Overall assessment of the DO's strengths and weaknesses for quality, timeliness, and access to health care services furnished to Medicaid beneficiaries.
 - 5.1.2.5. Overall assessment of the compliance of the State of New Hampshire's Medicaid Care Management Quality Strategy with 42 CFR 438.340;
 - 5.1.2.6. Recommendations for improving the quality of dental services by the DO, including how the Department can target goals and objectives in the quality strategy;
 - 5.1.2.7. Methodologically appropriate, comparative information about the DO for selected HEDIS and CAHPS measurements; and
 - 5.1.2.8. Assessment of the degree to which the DO has addressed effectively the recommendations for quality improvement made by the EQRO during previous years. The assessment of the DO's efforts shall be conducted by the Contractor reviewing the DO's annual Quality Assessment and Performance Improvement reports.
- 5.1.3. The Contractor shall ensure the reports include activities the EQRO conducted during the reporting year to include but not limited to

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surveys and focus studies.

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

6. Performance Measures

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

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

7. Deliverables

7.1. Summary of EQRO MCO Deliverables

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

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**New Hampshire Department of Health and Human Services
External Quality Review Organization
EXHIBIT A –Amendment #2**

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

**New Hampshire Department of Health and Human Services
External Quality Review Organization
EXHIBIT A –Amendment #2**

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

7.2. Summary of EQRO DO Deliverables

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

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**New Hampshire Department of Health and Human Services
External Quality Review Organization
EXHIBIT A –Amendment #2**

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

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**New Hampshire Department of Health and Human Services
External Quality Review Organization
EXHIBIT A -Amendment #2**

8. Exhibits Incorporated

- 8.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 8.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 8.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

9. Additional Terms

9.1. Impacts Resulting from Court Orders or Legislative Changes

- 9.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

9.2. Credits and Copyright Ownership

- 9.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 9.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 9.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 9.2.3.1. Brochures.
 - 9.2.3.2. Resource directories.
 - 9.2.3.3. Protocols or guidelines.

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**New Hampshire Department of Health and Human Services
External Quality Review Organization
EXHIBIT A –Amendment #2**

9.2.3.4. Posters.

9.2.3.5. Reports.

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

10. Records

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

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

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

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

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

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Lori A. Shilbette
Commissioner

Henry D. Lipman
Director

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

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

May 3, 2022

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

REQUESTED ACTION

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

The Department will continue monitoring services to ensure:

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

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

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

Area served: Statewide

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

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

Respectfully submitted,

DocuSigned by:

Lori A. Shabinette
24DA637ED8EB485

Lori A. Shabinette
Commissioner

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

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$4,228,974
3. Modify Exhibit A Scope of Services, Section 1. Provisions Applicable to All Services, by adding Subsection 1.5 to read:
 - 1.5. The Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
4. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 2, to read:
 2. This Agreement is funded with 75% Federal Funds from U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medical Assistance Program, Catalogue of Family and Domestic Assistance (CFDA) #93.778, Federal Award Identification Numbers (FAINs) 1805NH5ADM and 2205NH5ADM, 18% General Funds, and 7% Other Funds.
5. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.1 to read:
 - 4.1. Payment shall be made upon completion of each Task/Deliverable in accordance with the Task/Deliverable Tables in Subsection 4.2 below.
 - 4.1.1. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided.
6. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.2 to read:
 - 4.2. The Contractor shall ensure requests for reimbursement do not exceed the total amount for each State Fiscal Year in accordance with the Task/Deliverable Tables below.
7. Modify Exhibit B, Method and Conditions Precedent to Payment, Subsection 4.2, to add Paragraph 4.2.5 as follows:

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4.2.5. Table 5.- State Fiscal Years 2023 & 2024

No.	Task/Deliverable	Budget Period July 1, 2022 – June 30, 2023	Budget Period July 1, 2023 – June 30, 2024
1.	MCO Contract Compliance Review	\$75,543	\$80,076
2.	Validation of MCO Performance Measures	\$93,070	\$98,370
3.	Evaluation of PIPs	\$77,909	\$82,583
4.	Validation of Encounter Data Reported by the MCO	\$191,583	\$203,078
5.	Technical Report	\$73,005	\$77,386
6.	Technical Report; In-Person Presentation	\$8,955	\$9,492
7.	Implementation of Surveys - Qualitative Member Focus Group and/or Survey	\$40,710	\$41,998
8.	Implementation of Surveys - Provider Satisfaction Survey	\$0	\$0
9.	Implementation of Surveys - Secret Shopper Survey	\$82,191	\$87,123
10.	Validation of Provider Network Adequacy	\$83,632	\$88,650
11.	Focus Studies of Health Care Quality - Quality Study	\$67,035	\$71,057
12.	Focus Studies of Health Care Quality - Annual Quality Meeting	\$51,511	\$54,601
13.	Independent Assessment of the CMS1915(b) Waiver Population	\$0	\$0
14.	Implementation Plan	\$0	0
15.	Host Bi-weekly Conference Calls	\$12,241	\$12,975
TOTALS		\$857,365	\$907,389

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

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

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

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

State of New Hampshire
Department of Health and Human Services

DocuSigned by:

Ann H. Landry

24DAB37E08ED459

5/4/2022

Date

Name: Ann H. Landry

Title: Associate Commissioner

Health Services Advisory Group

DocuSigned by:

Mary Ellen Dalton

065A02F0CE484BA

5/3/2022

Date

Name: Mary Ellen Dalton

Title: Chief Financial officer

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

OFFICE OF THE ATTORNEY GENERAL

5/4/2022

Date

DocuSigned by:
Robyn Guarino
743734844041400...

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:



Jeffrey A. Meyers
Commissioner

Henry D. Lipman
Director

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

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

May 20, 2019

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

REQUESTED ACTION

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

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

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

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

His Excellency Governor Christopher T. Sununu
and the Honorable Council

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

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

EXPLANATION

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

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

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

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

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

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

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

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

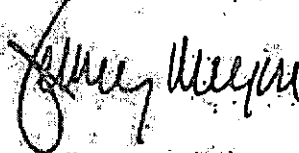
Should the Governor and Executive Council not authorize this request, the Department will not have the federal authority to operate a Medicaid Managed Care program and comply with the regulations established through 42 CFR 438 Sub-part E, which will also limit the Department's capacity to complete third-party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

Area served: Statewide

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

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



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

**External Quality Review Organization
(EQRO)**

RFP Name

RFP-2019-DMS-01-EQRO

RFP Number

Bidder Name

1. Health Services Advisory Group, Inc. (HSAG)
2. Island Peer Review Organization, Inc (IPRO)
3. 0.

Pass/Fail	Maximum Points	Actual Points
456	500	0
400	500	0
	500	0

Reviewer Names

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

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

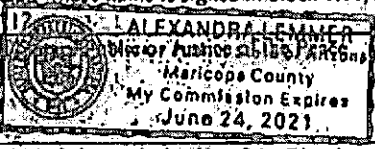
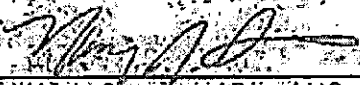
Subject: External Quality Review Organization (RFP-2019-DMS-01-EORO)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Health Services Advisory Group		1.4 Contractor Address 3133 East Camelback Road, Suite 100, Phoenix, AZ 85016	
1.5 Contractor Phone Number 602-801-6600	1.6 Account Number 05-095-047-470010- 79370000-102-500731 AND 05-095-047-470010- 23580000-102	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$2,464,200
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mary Ellen Dalton, PhD, MBA, RN Chief Executive Officer	
1.13 Acknowledgment: State of Arizona County of Maricopa On May 21, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Alexandra Lemmer, Notary Public			
1.14 State Agency Signature  Date: May 24, 2019		1.15 Name and Title of State Agency Signatory Henry D. Lipman, Medicaid Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/3/2019			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES:

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT:

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-e or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL:

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES:

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS:

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

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

14. INSURANCE:

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

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

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

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

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

15. WORKERS' COMPENSATION

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS

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

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

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

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

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

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



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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature, and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0, et seq.

2. Scope of Services

- 2.1. The Contractor shall meet all the qualifications of an External Quality Review Organization (EQRO) outlined in 42 CFR 438.354
- 2.2. Evaluation of Managed Care Organization (MCO) Contractual Compliance:
 - 2.2.1. The Contractor shall conduct annual reviews for all contract sections of the Department's most current contract with the Managed Care Organizations pursuant to 42 CFR 438.358 (b)(1)(iii) and current federal CMS Protocol #1 for EQR, to determine the MCOs' compliance with federal regulations and the Department's contract provisions relative to the quality, appropriateness, and timeliness of, and access to care and services furnished to all New Hampshire Medicaid enrollees under MCO contracts.
 - 2.2.2. The Contractor shall create a methodology and the tools used to conduct the contract compliance audit which shall be approved by the Department. The audit shall include, but not be limited to, activities as defined below (from the CMS EQRO Protocol #1):
 - 2.2.2.1. Establish Compliance Thresholds;
 - 2.2.2.2. Perform Preliminary Review;
 - 2.2.2.3. Conduct MCO Site Visit;
 - 2.2.2.4. Compile and Analyze Findings; and

Health Services Advisory Group

Exhibit A

Contractor Initials

[Signature]

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2.2.2.5. Report Results to the State.

- 2.2.3. In the first year, the Contractor shall include a comprehensive evaluation of all contract provisions to determine new MCO compliance with state and federal standards for access to care, structure and operations, and quality measurement and improvement.
- 2.2.4. In the first year for incumbent MCOs and in the second year for all MCOs, one third of the contract standards shall be evaluated in each subsequent year so that all contract provisions are evaluated at least once every three years. In addition, contract standards that are found to be out of compliance shall be reviewed in the subsequent year.
- 2.2.5. If the Contractor determines that the MCOs are out of compliance, the Contractor shall manage a Corrective Action Plan process with the MCOs to resolve deficiencies in a timely manner.
- 2.2.6. The Contractor shall produce a stand-alone report for the audit within thirty (30) calendar days of the completion of the activity and include results in the annual EQRO technical report.

2.3. Validation of MCO Performance Measures

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

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

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

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

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

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

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

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

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

2.4. Evaluation of Performance Improvement Projects (PIP)

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

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

2.4.1.1.1. Assess the study methodology;

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

2.4.1.1.3. Evaluate overall validity and reliability of study results.

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

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

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

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

2.5. Validation of Encounter Data Reported by the MCO



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- 2.5.1. The Contractor shall evaluate and validate encounter data reported by the MCOs to The Department in accordance with the New Hampshire MCM contract and 42 CFR 438.358(c)(1).
- 2.5.2. The Contractor shall evaluate and validate encounter data submitted to the State by the MCOs via New Hampshire's Medicaid Management Information System (MMIS) in accordance with the State's standards for encounter data including, but not limited to:
 - 2.5.2.1. An operational definition of an "encounter" and the types of encounters (e.g. physician, hospital, laboratory, etc.)
 - 2.5.2.2. Standards for encounter data accuracy and completeness; and
 - 2.5.2.3. Objective standards to which encounter data shall be compared.
- 2.5.3. The Contractor shall create a methodology and the tools used to conduct the validation of encounter data, which shall be approved by the Department. The validation shall include but not be limited to activities defined below (from the CMS EQRO Protocol #4):
 - 2.5.3.1. Annually review State requirements for collecting and submitting encounter data;
 - 2.5.3.2. Annually review the MCO's capacity to produce accurate and complete encounter data. The vendor shall use the most recent Information System Capabilities Assessment (ISCA) completed by a NCAQ-HEDIS compliance auditor;
 - 2.5.3.3. Annually analyze MCO electronic encounter data for accuracy and completeness;
 - 2.5.3.4. In the first year of the contract and once every three years thereafter, review of medical records for confirmation of findings of analysis of encounter data. Review should meet the requirements of 42 CFR 438.602(e); and
 - 2.5.3.5. Annually submit findings.
- 2.5.4. The Contractor shall receive industry standard 837 encounter data files directly from the MCOs to conduct validation activities.
- 2.5.5. The Contractor shall:
 - 2.5.5.1. Accept/reject reported encounters.
 - 2.5.5.2. Detect data patterns, such as:
 - 2.5.5.2.1. Under- or over-reporting of data over time; and
 - 2.5.5.2.2. Utilization patterns;
 - 2.5.5.3. Prepare a certification letter for each MCO attesting the level of completeness and accuracy of the Encounter Data submitted by the MCO to the Department.



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- 2.5.5.4. Issue weekly, monthly, and quarterly reports containing MCO specific findings and aggregate MCO results concerning the validity of this encounter data.
- 2.5.5.5. Provide technical assistance to The Department and the MCOs to reach an agreed upon level of consistency and accuracy in the encounter data.
- 2.5.5.6. Provide technical assistance to The Department's MMIS and to the MCOs as deficiencies are discovered throughout the encounter data validation process to improve data accuracy and completeness.
- 2.5.5.7. Consult with The Department to improve data validation for The Departments' MMIS.
- 2.5.6. The Contractor shall conduct additional validation annually by comparing all encounters submitted by the MCOs to The Department against encounters residing in the MCOs data system.
 - 2.5.6.1. The Contractor shall provide the results of this annual validation which shall serve as the basis for The Contractor's federal-level Encounter Data certification and shall be due to The Department and CMS on August 1st of each year.
- 2.5.7. The Contractor shall include results in the annual EQRO technical report.
- 2.6. Implementation of Surveys
 - 2.6.1. The Contractor shall administer four member and/or provider surveys in compliance with 42 CFR 438.358(c)(2).
 - 2.6.2. The Contractor shall conduct:
 - 2.6.2.1. Two annual qualitative member focus groups and/or surveys on topics related to the MCM program that are requested by the Department;
 - 2.6.2.2. One provider satisfaction survey in the first two years then annually thereafter, utilizing a tool provided by the Department; and
 - 2.6.2.3. One annual provider secret shopper survey.
 - 2.6.3. The Contractor shall create a methodology and tools to administer surveys, which shall be approved by the Department. The surveys shall be administered following activities defined below (from the CMS EQRO Protocol #5):
 - 2.6.3.1. Identify survey purpose(s), objective(s) and intended use.
 - 2.6.3.2. Select the survey instrument.
 - 2.6.3.3. Develop the sampling plan.

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- 2.6.3.4. Develop a strategy for maximizing the response rate;
- 2.6.3.5. Develop a quality assurance plan;
- 2.6.3.6. Implement the survey;
- 2.6.3.7. Prepare and analyze the data obtained from the survey; and
- 2.6.3.8. Document the survey process and results.
- 2.6.4. The Contractor shall work with the MCOs to communicate documentation and data needs.
- 2.6.5. The Contractor shall produce a stand-alone report within thirty (30) calendar days of the completion of activities within section 3.1.7 and include results in the annual EQRO technical report.
- 2.7. Conduct Validation of Provider Network Adequacy
 - 2.7.1. Starting in year 2, the Contractor shall conduct activities to validate each MCO's provider network to assure compliance with 42 CFR 438.68, per 42 CFR 438.358(b)(1)(ii).
 - 2.7.2. Prior to the final EQRO protocols being published by CMS, the Contractor shall create a methodology and tools to validate compliance of each MCO's provider network with 42 CFR 438.68. All methodologies and tools shall be approved by the Department.
 - 2.7.3. Following final EQRO protocols being published by CMS, the Contractor and the Department will agree on how to meet the requirements of 42 CFR 438.358(c)(4).
- 2.8. Conduct Focus Studies of Health Care Quality
 - 2.8.1. The Contractor shall conduct studies on quality, that focus on a particular aspect of clinical or non-clinical services at a point in time, per 42 CFR 438.358 (c)(5).
 - 2.8.2. The Contractor shall be responsible for conducting:
 - 2.8.2.1. Starting in year 2, one annual quality study;
 - 2.8.2.2. One annual quality meeting that shall focus on a MCM quality topic; and
 - 2.8.2.3. One independent assessment of the CMS1915(b) waiver population.
 - 2.8.3. The Contractor shall create a methodology and tools to administer quality studies which shall be approved by the Department. The quality focus studies shall be conducted following activities listed below (from the CMS EQRO Protocol #8):
 - 2.8.3.1. Select the study topic(s);
 - 2.8.3.2. Define the study question(s);
 - 2.8.3.3. Select the study variable(s);
 - 2.8.3.4. Study the whole population or use a representative sample;



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- 2.8.3.5. Use sound sampling methods;
- 2.8.3.6. Reliably collect data;
- 2.8.3.7. Analyze data and interpret study results; and
- 2.8.3.8. Report results to the state.
- 2.8.4. The annual quality study shall focus on an element of the MCM program which shall be approved by the Department and may include but is not limited to care management, utilization management, behavioral health benefits, or pharmacy benefits.
- 2.8.5. The Contractor shall host an annual meeting in New Hampshire for targeted stakeholders and staff to discuss a quality topic which shall be approved by the Department and is related to the MCM program.
- 2.8.6. The Contractor shall produce a stand-alone report for the CMS 1915(b) waiver population. The Department will provide the vendor with performance measure data. The vendor will independently evaluate the outcome data related to the populations then produce a report. The first draft of the report is due November 1, 2019. The final report is due no later than December 1, 2019. The previous report can be found at: <https://www.dhhs.nh.gov/ombp/caremg/documents/1915b-independent-assessment.pdf>
- 2.8.7. Project Management and Support
 - 2.8.7.1. The vendor shall develop and provide a written implementation plan that includes tasks, start dates, end dates, and responsible party (e.g. EQRO or DHHS). The plan shall define how they will orientate and provide sufficient technical assistance to the MCOs in order to complete the following EQRO activities:
 - 2.8.7.1.1. Evaluation of MCO Contractual Compliance;
 - 2.8.7.1.2. Validation of MCO Performance Measures;
 - 2.8.7.1.3. Evaluation of Performance Improvement Projects (PIP);
 - 2.8.7.1.4. Validation of Encounter Data Reported by the MCO.
 - 2.8.7.2. The Contractor shall host bi-weekly (every two weeks) conference calls with the Department staff throughout the contract period.
 - 2.8.7.3. The Contractor shall provide bi-weekly (every two weeks) written status reports to the Department.
 - 2.8.7.4. The Contractor shall respond via email or by phone to all inquiries from the Department within two (2) business days.



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

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

2.9. Data Usage and Security

2.9.1. Transferring, Receiving, Protecting, and Storing Data

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

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

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

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

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

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

2.9.1.5.1. Organized:

Health Services Advisory Group

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Exhibit A

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Exhibit A

- 2.9.1.5.2. Clearly labeled; and
- 2.9.1.5.3. Accompanied by a data dictionary.
- 2.9.1.6. Work with the Department to assure that appropriate data use agreements are in place to obtain needed data.
- 2.9.1.7. Understand Medicaid data and processing protocols and ensure that all resources assigned to perform contract services follow federal regulations.
- 2.9.1.8. Comply with appropriate security protocols to include procedures defined in HIPAA and the Health Information Technology for Economic and Clinical Health (HITECH) Act. All transactions designed for the storage and retrieval of the information shall meet these requirements.
- 2.9.1.9. Ensure any and all electronic transmission or exchange of any State of New Hampshire data shall be secured using Secure File Transfer Protocols using no less than 128bit encryption and appropriate transfer mechanisms.
- 2.9.1.10. Ensure all current employees are aware of their responsibilities to protect protected health information PHI and other confidential information. Prior to gaining access to confidential information and each year thereafter, all of the Contractor's employees and subcontractors who have access to confidential information shall be required to sign a confidentiality/nondisclosure agreement as part of the Contractor's assignment to provide contracted services.
- 2.9.1.11. Ensure the secure storage of the Department-provided data, ensuring any storage media is encrypted, locked and retain control of access of any storage areas and/or facilities.
- 2.9.1.12. Ensure all facilities and offices have appropriate layers of physical access controls and monitoring ensuring access is restricted to authorized personnel only.
- 2.9.1.13. Ensure daily operations include policies that require all confidential information be secured at the end of the duty day to prevent inadvertent disclosure to unauthorized personnel.
- 2.9.1.14. Ensure confidential information in paper form is stored in a separate, secure room or in locked file cabinets accessible to authorized personnel only. Any data authorized for destruction, shall be destroyed according to Federal, State, and industry standards and certified and documented in writing by the data destruction agent.

[Signature]
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Exhibit A

- 2.9.1.15. Ensure all data, and any copies thereof, are returned to the Department upon Department request or no later than the contract expiration date, whichever occurs first, unless otherwise instructed by the Department to destroy copied data.
- 2.9.1.16. Ensure continuous control of security access to confidential or protected information by immediately adjusting or removing any individual whose employment status or position has changed. Ensure continuous control of security access to confidential or protected information and to ensure that individual accesses are immediately removed or adjusted for any individual whose employment status or positions have changed.

3. Reporting

3.1. Produce a detailed Technical Report

- 3.1.1. The Contractor shall produce an annual detailed Technical Report pursuant to 42 CFR 438.364 (a). The report shall include results for each MCO participating in New Hampshire Medicaid's Care Management program with results for each of the following EQR activities:
 - 3.1.1.1. Contract compliance audit;
 - 3.1.1.2. Performance measure validation audit;
 - 3.1.1.3. Performance improvement project validation;
 - 3.1.1.4. Encounter data validation;
 - 3.1.1.5. Additional quality studies;
 - 3.1.1.6. Network adequacy validation;
 - 3.1.1.7. Additional EQRO activities.
- 3.1.2. The technical report shall include, pursuant to 42 CFR 438.350 (a):
 - 3.1.2.1. A description of how data was aggregated and analyzed;
 - 3.1.2.2. Conclusions drawn regarding the quality, timeliness, and access to care furnished by the MCOs;
 - 3.1.2.3. For each activity:
 - 3.1.2.3.1. Objectives;
 - 3.1.2.3.2. Summary of methods of data collection and analysis;
 - 3.1.2.3.3. Summary of data obtained for each activity; and
 - 3.1.2.3.4. Conclusions drawn from the data to include but not be limited to strengths and opportunities for improvement.



New Hampshire Department of Health and Human Services
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Exhibit A

- 3.1.2.4. Overall assessment of each MCO's strengths and weaknesses for quality, timeliness, and access to health care services furnished to Medicaid beneficiaries;
 - 3.1.2.5. Overall assessment of the compliance of the State of New Hampshire's Medicaid Care Management Quality Strategy with 42 CFR 438.340;
 - 3.1.2.6. Recommendations for improving the quality of health care services by each MCO, including how New Hampshire can target goals and objectives in the quality strategy;
 - 3.1.2.7. Methodologically appropriate, comparative information about all MCOs for selected HEDIS and CAHPS measurements; and
 - 3.1.2.8. Assessment of the degree to which each MCO has addressed effectively the recommendations for quality improvement made by the EQRO during previous years. The assessment of the MCOs efforts shall be conducted by the Contractor reviewing the MCOs annual Quality Assessment and Performance Improvement reports.
- 3.1.3. The report shall include additional reports and activities the EQRO conducted during the reporting year (e.g. surveys, focus studies, etc.)
 - 3.1.4. The initial draft of the technical report shall be submitted annually to the Department no later than December 1.
 - 3.1.5. The EQRO shall annually conduct an in-person presentation of the results of the EQR technical report to DHHS stakeholders and staff.

4. Performance Measures

4.1. Performance Measures

- 4.1.1. The EQRO shall complete all activities as stated in the Scope of Services within the specified time periods
- 4.1.2. The Annual EQRO Technical Report shall be accepted by CMS upon initial submission by DHHS.

5. Deliverables

- 5.1.1. Summary of EQRO Deliverables



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Exhibit A

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

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Exhibit A

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



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Exhibit A

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

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

Method and Conditions Precedent to Payment

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

4.2.1. Table 1 – State Fiscal Year 2019

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

4.2.2. Table 2 – State Fiscal Year 2020

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

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Exhibit B

Technical Report	\$62,542
Implementation of Surveys - Qualitative member focus group and/or survey	\$26,889
Implementation of Surveys - Provider Satisfaction Survey	\$57,177
Implementation of Surveys - Secret Shopper Survey	\$57,819
Validation of Provider Network Adequacy	\$0
Focus Studies of Health Care Quality - Quality Study	\$0
Focus Studies of Health Care Quality - Annual Quality Meeting	\$39,314
Independent assessment of the CMS1915(b) waiver population	\$19,595
Host bi-weekly conference calls	\$8,829
SFY 2020 Total	\$706,650

4.2.3. Table 3 – State Fiscal Year 2021

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

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Exhibit B

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

4.2.4. Table 4 – State Fiscal Year 2022

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

Health Services Advisory Group

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Exhibit B

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Exhibit B

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

- 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
- 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
- 4.5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to MedicaidQuality@dhs.nh.gov, or invoices may be mailed to:
Patrick McGowan
NH Medicaid Quality Program
Office of Quality Assurance and Improvement
NH Department of Health and Human Services
129 Pleasant Street - Brown Building Concord, NH 03301-3857
7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between

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

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Exhibit B

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Exhibit B-1, Budget Sheet

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Health Services Advisory Group, Inc.									
Budget Request for: RFP-2019-DMS-01-EQRO									
Budget Period: July 1, 2019 – June 30, 2019									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total
1. Total Salary/Wages	\$ 65,594	\$ -	\$ 65,594	\$ -	\$ -	\$ -	\$ 65,594	\$ -	\$ 65,594
2. Employee Benefits	\$ 27,034	\$ -	\$ 27,034	\$ -	\$ -	\$ -	\$ 27,034	\$ -	\$ 27,034
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Quality Meeting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ 57,372	\$ 57,372	\$ -	\$ -	\$ -	\$ 57,372	\$ -	\$ 57,372
TOTAL	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ 150,000

Indirect As A Percent of Direct

0%

Exhibit B-2, Budget Sheet

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Health Services Advisory Group, Inc.									
Budget Request for: RFP-2019-DMS-01-EQRO									
Budget Period: July 1, 2019 - June 30, 2020									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total
1. Total Salary/Wages	\$ 280,086	\$ -	\$ 280,086	\$ -	\$ -	\$ -	\$ 280,086	\$ -	\$ 280,086
2. Employee Benefits	\$ 115,456	\$ -	\$ 115,456	\$ -	\$ -	\$ -	\$ 115,456	\$ -	\$ 115,456
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 11,722	\$ -	\$ 11,722	\$ -	\$ -	\$ -	\$ 11,722	\$ -	\$ 11,722
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 43,270	\$ -	\$ 43,270	\$ -	\$ -	\$ -	\$ 43,270	\$ -	\$ 43,270
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Quality Meeting	\$ 11,000	\$ -	\$ 11,000	\$ -	\$ -	\$ -	\$ 11,000	\$ -	\$ 11,000
Indirect Costs	\$ 245,118	\$ -	\$ 245,118	\$ -	\$ -	\$ -	\$ 245,118	\$ -	\$ 245,118
TOTAL	\$ 706,650	\$ -	\$ 706,650	\$ -	\$ -	\$ -	\$ 706,650	\$ -	\$ 706,650

Indirect As A Percent of Direct

0%

Exhibit B-3, Budget Sheet

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Health Services Advisory Group, Inc.									
Budget Request for: RFP-2019-DMS-01-EQRO									
Budget Period: July 1, 2020 - June 30, 2021									
Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			
Line Item	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total
1. Total Salary/Wages	\$ 296,648	\$ -	\$ 296,648	\$ -	\$ -	\$ -	\$ 296,648	\$ -	\$ 296,648
2. Employee Benefits	\$ 121,379	\$ -	\$ 121,379	\$ -	\$ -	\$ -	\$ 121,379	\$ -	\$ 121,379
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 8,328	\$ -	\$ 8,328	\$ -	\$ -	\$ -	\$ 8,328	\$ -	\$ 8,328
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 44,430	\$ -	\$ 44,430	\$ -	\$ -	\$ -	\$ 44,430	\$ -	\$ 44,430
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Quality Meeting	\$ 12,250	\$ -	\$ 12,250	\$ -	\$ -	\$ -	\$ 12,250	\$ -	\$ 12,250
Indirect Costs	\$ 258,948	\$ -	\$ 258,948	\$ -	\$ -	\$ -	\$ 258,948	\$ -	\$ 258,948
TOTAL	\$ 741,983	\$ -	\$ 741,983	\$ -	\$ -	\$ -	\$ 741,983	\$ -	\$ 741,983

Indirect As A Percent of Direct

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Exhibit B-4, Budget Sheet

New Hampshire Department of Health and Human Services								
Bidding Program Name: Health Services Advisory Group, Inc.								
Budget Request for: RFP-2019-DMS-01-EQRO								
Budget Period: July 1, 2021 - June 30, 2022								
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share	
	Direct	Indirect Fixed	Total	Direct	Indirect Fixed	Total	Direct	Indirect Fixed
1. Total Salary/Wages	\$ 349,702	\$ -	\$ 349,702	\$ -	\$ -	\$ -	\$ 349,702	\$ -
2. Employee Benefits	\$ 143,121	\$ -	\$ 143,121	\$ -	\$ -	\$ -	\$ 143,121	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 8,328	\$ -	\$ 8,328	\$ -	\$ -	\$ -	\$ 8,328	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 45,600	\$ -	\$ 45,600	\$ -	\$ -	\$ -	\$ 45,600	\$ -
13. Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Quality Meeting	\$ 13,500	\$ -	\$ 13,500	\$ -	\$ -	\$ -	\$ 13,500	\$ -
Indirect Costs	\$ 305,316	\$ -	\$ 305,316	\$ -	\$ -	\$ -	\$ 305,316	\$ -
TOTAL	\$ 865,567	\$ -	\$ 865,567	\$ -	\$ -	\$ -	\$ 865,567	\$ -

Indirect As A Percent of Direct

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New Hampshire Department of Health and Human Services
Exhibit C



SPECIAL PROVISIONS

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

1. **Compliance With Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs.

Exhibit C - Special Provisions

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit C



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

RECORDS MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY

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

- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period; said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C.



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department:
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols of guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more; if the recipient receives \$25,000 or more and has 50 or

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

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

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

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

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

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

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

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

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

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

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

19.3. Monitor the subcontractor's performance on an ongoing basis.

New Hampshire Department of Health and Human Services
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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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New Hampshire Department of Health and Human Services
Exhibit C-1

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT

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

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

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

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

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

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

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

2. Renewal

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

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

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New Hampshire Department of Health and Human Services
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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

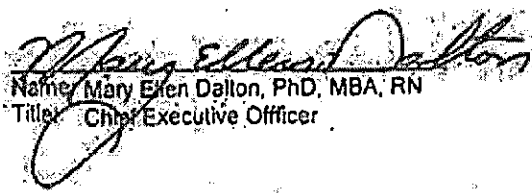
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name:

5/21/19
Date


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

ME
5/21/19

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, 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:

5/2/19
Date:

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

Exhibit E - Certification Regarding Lobbying

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Vendor Initials: MLD
Date: 5/2/19

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit 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.

Vendor Name:

05/11/19

Date:

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

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

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

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

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

Exhibit G

Vendor Initials

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

6/27/14
Rev. 10/21/14

Page 1 of 2

Date

5/21/19

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

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

Vendor Name:

5/21/19
Date


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

Exhibit G

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

Vendor Initials



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

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

Vendor Name:

5/2/19
Date

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

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, 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.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I



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

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

(3) Obligations and Activities of Business Associate.

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

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

- 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 within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

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

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

- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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.

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Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered Entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I



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

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

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Henry D. Lipman

Name of Authorized Representative

Medicaid Director

Title of Authorized Representative

Date

May 24, 2019

Health Services Advisory Group, Inc.

Name of the Vendor

Signature of Authorized Representative

May Ellen Dalton, PhD, MBA, RN

Name of Authorized Representative

Chief Executive Officer

Title of Authorized Representative

Date

5/21/19

MD

5/21/19

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

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

Vendor Name:

5/21/19

Date

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

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 114443260
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 184.402 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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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 thereof 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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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

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

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- 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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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

WED

5/21/19