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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

129 PLEASANT STREET, CONCORD, NH 03301
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November 13, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into a **Sole Source** amendment to an existing contract with Myers and Stauffer LC (VC#230291), Owings Mills, MD, to continue conducting independent certified audits of the NH Medicaid Disproportionate Share Hospital payments in accordance with federal requirements, by increasing the price limitation by \$206,500 from \$2,042,971 to \$2,249,471 and by extending the completion date from December 31, 2025 to December 31, 2026, effective January 1, 2026, upon Governor and Council approval. 50% Federal Funds. 50% Other Funds (Medicaid Enhancement Tax).

The original contract was approved by Governor and Council on January 13, 2016, item #10, amended on December 19, 2018, item #10B, September 18, 2019, item #6, May 6, 2020, item #24, December 22, 2021, item #13, and most recently amended on December 18, 2024, item #13.

Funds are available in the following account for State Fiscal Year 2026 and 2027, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-47-470010-7943 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS:DIV MEDICAID SERVICES, OFC OF MEDICAID SERVICES,
UNCOMPENSATED CARE FUNDS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2016	102/500731	Contracts for Prog. Servs	47000021	\$57,875	\$0	\$57,875

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2017	102/500731	Contracts for Prog. Servs	47000021	\$164,846	\$0	\$164,846
2018	102/500731	Contracts for Prog. Servs	47000021	\$210,184	\$0	\$210,184
2019	102/500731	Contracts for Prog. Servs	47000021	\$206,421	\$0	\$206,421
2020	102/500731	Contracts for Prog. Servs	47000021	\$246,650	\$640	\$247,290
2021	102/500731	Contracts for Prog. Servs	47000021	\$206,421	\$0	\$206,421
2022	102/500731	Contracts for Prog. Servs	47000021	\$206,422	\$0	\$206,422
2023	102/500731	Contracts for Prog. Servs	47000021	\$212,615	\$0	\$212,615
2024	102/500731	Contracts for Prog. Servs	47000021	\$212,615	\$0	\$212,615
2025	102/500731	Contracts for Prog. Servs	47000021	\$212,615	\$0	\$212,615
2026	102/500731	Contracts for Prog. Servs	47000021	\$106,307	\$102,930	\$209,237

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2027	102/500731	Contracts for Prog. Servs	47000021		\$102,930	\$102,930
			TOTAL		\$206,500	\$2,249,471

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor provides the Department with independent, certified audits of New Hampshire Medicaid Disproportionate Share Hospital (DSH) payments in compliance with federal requirements, utilizing extensive nationwide expertise in Medicaid policies and audit procedures, particularly those related to the annual DSH payment process. Due to the complex, multi-year nature of the DSH audit process and the Contractor's deep understanding of New Hampshire's program, maintaining continuity of services is essential to ensure accuracy and compliance. The Department therefore requests a one-year contract extension to provide uninterrupted technical assistance and ensure compliance with CMS requirements, particularly given the evolving DSH/Medicaid federal and state landscape.

The purpose of this request is to ensure continued compliance with federal regulations outlined in 42 CFR Parts 447 and 455, as established by the Final Rule published in the Federal Register on December 19, 2008. These regulations implement Section 1923 (g) (1) and (j) of the Social Security Act, which mandates that all state Medicaid programs making Disproportionate Share Hospital (DSH) payments for uncompensated care must conduct an independent certified audit and submit an annual report to the Centers for Medicare & Medicaid Services (CMS). Compliance with these audit and reporting requirements is a condition for receiving the federal share of DSH funding.

The Contractor will continue to perform independent, certified audits of Disproportionate Share Hospital (DSH) reimbursements, as required under Section 1923 (g)(1) and (j)(2) of the Social Security Act. This provision mandates that states conduct independent audits of their DSH payment programs and submit the results annually to the Secretary of the U.S. Department of Health and Human Services (HHS). Furthermore, Section 1923(j) links the receipt of federal matching funds to the timely submission of both the annual DSH report and the certified audit. By conducting these audits and preparing the required documentation, the Contractor helps ensure that New Hampshire's Medicaid program remains compliant with federal regulations—thereby protecting the state's ability to distribute DSH payments to qualifying hospitals. The Contractor's rigorous audit process is essential to upholding the integrity of the Medicaid program and securing continued federal funding.

The Department will monitor effectiveness of the Contractor's services by conducting oversight meetings and corresponding with Contractor to ensure the audit is progressing in a timely manner, and through the Department's review of the certified audit report which must be provided to CMS and accepted by December 31 of each calendar year.

Should the Governor and Council not authorize this request, the Department will not have the appropriate independent resources to complete the Federally Required Audits, which may result in the loss of Federal share of funding for Disproportionate Share Hospital payments.

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and the Honorable Council
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The Department has determined that the Contractor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Weaver
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #6**

This Amendment to the Disproportionate Share Hospital Audit contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Myers and Stauffer LC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 13, 2016 (Item #10), and as amended on December 19, 2018 (Item #10B), September 18, 2019 (Item #6), May 6, 2020 (Item #24), December 22, 2021 (Item #13) and December 18, 2024 (Item #13), 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:
December 31, 2026
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$2,249,471
3. Modify Exhibit C-1 Revisions to Standard Provisions, by adding Subsection 4., to read:
 - 4 Subparagraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:
 - 6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
4. Modify Exhibit B, Amendment #2 – Method and Conditions Precedent to Payment, Section 1, to read:
 1. This Contract is funded with:
 - 1.1. 50% Federal Funds. Access to federal funding is contingent upon meeting the requirements of the Assistant Listing Number (ALN) #93.778, FAIN #2405NH5ADM: Agency: Department of Health and Human Services; Office: Centers for Medicare and Medicaid Services; Program: Medical Assistance Program, Medicaid Title XIX.
 - 1.2. 50% Other Funds from (Medicaid Enhancement Tax).
5. Modify Exhibit B, Amendment #6 – Method and Conditions Precedent to Payment, Section 6, to read:
 6. Rates, maximum number of hours and total amount by procedure for services described in this Contract are identified in the table below:

SFY	State Procedures			Hospital Procedures		
	Hours	Rate	Total	Hours	Rate	Total
2016	60	\$143.48	\$8,609	357	\$138.00	\$49,266
2017	120	\$145.63	\$17,476	1047	\$140.75	\$147,370
2018	120	\$150.00	\$18,000	1333	\$144.17	\$192,184
2019	120	\$152.22	\$18,266	1286	\$146.31	\$188,155
2020	120	\$152.22	\$18,266	1560	\$146.81	\$229,024
2021	120	\$152.22	\$18,266	1286	\$146.31	\$188,155
2022	120	\$152.22	\$18,266	1286	\$146.31	\$188,156
2023	120	\$156.79	\$18,815	1286	\$150.70	\$193,800
2024	120	\$156.79	\$18,815	1286	\$150.70	\$193,800
2025	120	\$156.79	\$18,815	1286	\$150.70	\$193,800
2026	60	\$156.79	\$9,407	643	\$150.70	\$96,900
2026	60	\$170.70	\$10,242	565	\$164.05	\$92,688
2027	60	\$170.70	\$10,242	565	\$164.05	\$92,688

DS
DK

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 January 1, 2026, 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

11/19/2025

Date

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

Myers and Stauffer LC

11/19/2025

Date

DocuSigned by:
Diane Kovar
771D9810E494406...

Name: Diane Kovar
Title: Member

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

OFFICE OF THE ATTORNEY GENERAL

11/20/2025

Date

DocuSigned by:
Robyn Guarino

748734844041480...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MYERS AND STAUFFER LC is a Kansas Limited Liability Company registered to do business in New Hampshire as MYERS AND STAUFFER LLC on December 18, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **281856**

Certificate Number: **0007328248**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of November A.D. 2025.

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

David M. Scanlan
Secretary of State



MYERS AND STAUFFER LC
Certificate of Authority

I, Charles T. Smith, hereby certify that I am a member of the Executive Committee of Myers and Stauffer LC, a Kansas limited liability company also doing business in other states. I hereby certify the following is a true copy of an action taken by the Executive Committee at a meeting held on January 20, 2025.

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

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|-------------------------|-------------------------|-------------------------|
| Tamara B. Bensky (M) | T. Allan Hansen (P) | Ashleigh Perez (M) |
| Daniel Brendel (P) | Judith Hatfield (M) | Scott Price (M) |
| Tara Clark (M) | Robert J. Hicks (M) | Andrew R. Ranck (M) |
| Bobby Courtney (P) | Janae N. Jensen (M) | Chris Reed (P) |
| Bruce Dempsey (M) | Michael D. Johnson (M) | Randolph C. Rehn (M) |
| John B. Dresslar (M) | Mark Korpela (P) | Amy Schuman (P) |
| Jerry Dubberly (P) | Diane Kovar (M) | Charles T. Smith (M) |
| Jared B. Duzan (P) | John D. Kraft (M) | Catherine Snider (P) |
| Ryan M. Farrell (P) | Colleen K. Lancey (M) | Keith R. Sorensen (M) |
| Megan Frenzen (P) | Johanna Linkenhoker (M) | Krista Stephani (M) |
| Joseph Gamis (P) | Jeffrey Marston (P) | Marvin Teufel (M) |
| Joanna Garnett (M) | Tammy M. Martin (M) | Matthew C. Varvaris (M) |
| Timothy J. Guerrant (M) | Melissa Parks (P) | Emily Wale (M) |
| Kathy Haley (P) | Amy C. Perry (M) | Kevin Yates (P) |
| Jenna Hall (M) | | |

(M) Member, (P) Principal

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

Charles T. Smith, Member
Date: November 7, 2025

