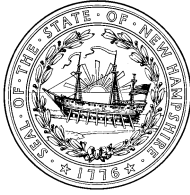


124 - 6/3/26



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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May 15, 2026

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into Interagency Agreements with Local Education Agencies (LEAs) statewide to facilitate the continuation of the Medicaid to Schools (MTS) Program federal claiming and to provide Early Periodic Screening, Diagnosis and Treatment (EPSDT) services in accordance with Title XIX of the Social Security Act. The current federal claiming method is being sunset by the Centers for Medicare and Medicaid Services (CMS) as of June 30, 2026;

2) Authorize the Department of Health and Human Services, Division of Medicaid Services, to utilize the attached template Interagency Agreement for the Interagency Agreement between it and the LEAs without change, except to add the name of the LEA who is a party to the Interagency Agreement and to include execution by the parties. This template has been approved as to form and substance only by the Attorney General's Office;

3) Authorize the Department of Health and Human Services, Division of Medicaid Services not to present the executed Interagency Agreements to Governor and Council because the terms of the Interagency Agreement between the parties will not be changed. The Department of Health and Human Services, Division of Medicaid Services, will, however, submit the executed Interagency Agreements to the Attorney General's office for review and approval as to execution; and

4) Contingent upon approval of Requests #1, #2, and #3, authorize the Department of Health and Human Services, Division of Medicaid Services to make unencumbered federal payments in an amount not to exceed \$10,000,000 in the aggregate to reimburse the LEAs for the Title XIX federal share of actual and reasonable costs to LEAs which will be made through the Certified Public Expenditure (CPE) process. Under the CPE, the LEAs certify their expenditures and the Department claims the federal Medicaid matching funds. All requests shall be effective July 1, 2026, upon Governor and Council approval through June 30, 2027. 100% Federal funds.

Funds are available in the following accounts for State Fiscal Years 2027, 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.

**05-95-47-470010-7207, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF HHS: DIVISION OF MEDICAID SERVICES, OFC OF MEDICAID SERVICES,
 MEDICAID TO SCHOOLS PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	511-500351	Medical Payments to Providers	47017000	\$10,000,000
			Total	\$10,000,000

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
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EXPLANATION

The purpose of this request is to authorize the Department of Health and Human Services, Division of Medicaid Services, to enter into Interagency Agreements with Local Education Agencies (LEAs) statewide for the administration of the Medicaid to Schools (MTS) Program, including Medicaid Administrative Claiming (MAC) and Fee for Service (FFS) activities under Title XIX Early Periodic Screening, Diagnosis and Treatment (EPSDT). This request represents a continuation of the Medicaid to Schools Program; however, the Interagency Agreements incorporate a new methodology consistent with updated federal guidance. These agreements allow LEAs to receive reimbursement for allowable administrative activities and medically necessary services provided to Medicaid-eligible students. The participating LEAs must be enrolled Medicaid providers pursuant to RSA 186-C:25 in order to receive reimbursement under the program.

These Interagency Agreements implement statutory authority under RSA 186-C:25 and RSA 167:3-k and align with federal requirements issued by CMS in its 2023 school-based services guidance. The agreements establish the responsibilities of the Department and LEAs necessary to ensure compliance with federal and state Medicaid requirements under the Certified Public Expenditure (CPE) model, including participation in the Random Moment Time Study (RMTS), submission of administrative and cost reports, interim direct service claiming, and annual cost settlement. These agreements allow LEAs to receive reimbursement for allowable administrative activities and medically necessary services provided to Medicaid-eligible students.

Approximately 174 districts statewide will be served annually.

The Department will monitor services through periodic reviews, desk audits, verification of MAC and FFS cost reports, and ongoing oversight to ensure adherence to Medicaid program standards.

Should the Governor and Council not authorize this request it would prevent LEAs from entering into the required agreements needed to claim federal Medicaid reimbursement, resulting in the loss of federal funds that support the delivery of medically necessary school-based services to Medicaid-eligible students.

Area served: Statewide

Source of Federal Funds: 100% Federal Assistance Listing Number #93.778, FAIN #2605NH5MAP

Respectfully submitted,

DocuSigned by:

24B4B37E0BE8488
Lori A. Weaver
Commissioner



**INTERAGENCY AGREEMENT BETWEEN
THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
A LOCAL EDUCATION AGENCY
MEDICAID TO SCHOOLS PROGRAM**

This Interagency Agreement, hereinafter referred to as the “Agreement” is entered into by and between the State of New Hampshire, Department of Health and Human Services, a State Medicaid Agency, hereinafter referred to as “the Department,” and _____, a Local Education Agency, hereinafter referred to as the “LEA”. The Department and the LEA are sometimes referred to herein singularly as a “Party” or collectively as the “Parties.”

1. Purpose

- 1.1. The Parties recognize the most efficient and effective administration of Title XIX Early Periodic Screening, Diagnosis, and Treatment (EPSDT) is essential to supporting the health and well-being of participants and their families.
- 1.2. The purpose of this Agreement is to authorize the LEA to implement the Medicaid to Schools (MTS) Program, including Medicaid administrative claiming and Fee-for-Service (FFS)/Direct Services claiming. This Agreement defines the terms and conditions under which these activities will be carried out to ensure the availability, accessibility, and coordination of required health care resources to eligible children residing within the LEA’s boundaries.

2. Term

- 2.1. The period of this Agreement shall begin July 1, 2026, and shall end June 30, 2027. This Agreement may be canceled at any time upon agreement by both parties or by either party after giving thirty (30) days prior notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.

3. Scope of Work

- 3.1. The Department recognizes the unique relationship that the LEA has with EPSDT eligible participants and their families. It further recognizes the expertise of the LEA in the identification and provision of health care needs of eligible and potentially eligible participants. This includes planning, coordinating, monitoring, and delivering preventive and treatment services to meet their needs. To take advantage of this expertise and relationship, the Department enters into this Agreement with the LEA for the MTS Program.
- 3.2. For the Fee-for-Service (FFS) program, providers and LEAs submit procedure specific FFS claims through the State’s Medicaid Management Information System (MMIS), either directly or through a billing agent, for all allowable FFS services provided to eligible children. LEAs receive interim payments at the federal share of the State’s established rate for the service. The cost settlement process establishes the actual costs to an LEA for delivering covered FFS services to its Medicaid eligible students. The annual cost reporting, reconciliation, and settlement

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process requires submission of a Cost Report capturing all payments for services, including specialized transportation, and all relevant associated costs incurred in that fiscal year.

- 3.3. Activities that are considered “direct medical services” are governed by both federal and state rules as defined in the State Plan. Examples include:
 - a) Physical Therapy
 - b) Occupational Therapy
 - c) Speech Therapy
 - d) Behavioral Health
 - e) Nursing Services
 - f) Eligible EPSDT Services
- 3.4. Services delivered in a school-based setting must be performed by qualified, MTS enrolled providers as set forth in the State Plan. Providers must operate under their scope of practice and licensure as set forth by their appropriate licensing agency, board, or state Department of Education and shall meet applicable qualifications under 42 CFR Part 440. School-based services are services that are listed in a Medicaid beneficiary’s Individualized Education Program (IEP), Individualized Family Service Plan (IFSP), Section 504 Accommodation Plan pursuant to 34 C.F.R. 104.36, Individual Health Care Plan, or otherwise medically necessary as appropriate for each covered service. The service must be medically necessary and coverable under one or more of the service categories described in Section 1905(a) of the Social Security Act, as well as necessary to correct or ameliorate defects or physical or mental illnesses or conditions discovered by an EPSDT screen. All other federal and state Medicaid regulations must be followed, including those for provider qualifications, comparability of services and the amount, duration and scope provisions.
- 3.5. LEAs may participate in the Medicaid Administrative Claiming (MAC) Program and/or Fee-For-Service Claiming Program (including cost settlement), which requires participation in the Random Moment Time Study (RMTS). The details of the activities and the entire RMTS process are described in the State’s Time Study Implementation Plan (TSIP). Participating LEAs must include all medical performing providers on the LEA’s quarterly Participant List to be included in the RMTS if they provide Medicaid billable fee-for-services.
- 3.6. The Department and the LEA enter into this Agreement with full recognition of all other existing agreements which the Department may have developed for services to Title XIX eligible participants living within the LEA’s boundaries and which are currently included in the Title XIX State Plan.

4. Payment Conditions

- 4.1. Payments under this Agreement are limited to reimbursement mechanisms defined in Section 6 (Respective Responsibilities). No additional funds will be exchanged beyond those expressly authorized through MAC, FFS interim payments, and cost settlement processes.
- 4.2. Each Party shall be responsible for its own costs and expenses necessary to fulfill its obligations under this Agreement, except where federal reimbursement is explicitly available and properly

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claimed by the LEA in accordance with applicable federal and state requirements.

- 4.3. The LEA is fully responsible for any ancillary or operational costs associated with participating in the MTS Program, including but not limited to:
 - 4.3.1. Costs for maintaining required documentation, data systems, or software necessary to submit claims or cost reports.
 - 4.3.2. Costs for training, staff time, or administrative processes required to complete RMTS, cost reporting, or program compliance tasks.
 - 4.3.3. Costs arising from disallowances, audit findings, or overpayments, including the obligation to return federal funds as described in Section 7.3.16.
- 4.4. The Department is not responsible for any costs incurred by the LEA beyond the federal share of allowable and certified expenditures reimbursed through approved claiming processes.
- 4.5. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the LEA notice of such reduction or termination.

5. Definitions

- 5.1. "Department of Health and Human Services (DHHS)" means the executive branch agency of the State of New Hampshire, hereinafter referred to as 'the Department'.
- 5.2. "Early, Periodic, Screening, Diagnosis and Treatment (EPSDT)" means Medicaid's mandatory benefit for individuals under 21 that provides comprehensive and preventive health care services, including periodic screenings, diagnostic services, and medically necessary treatment to correct or ameliorate conditions discovered during screenings.
- 5.3. "Federal Matching Assistance Percentage (FMAP)" means the percentage of federal financial contribution for every dollar spent at the state or local level under Medicaid.
- 5.4. "Fee-For-Service Claiming Program" means the Medicaid reimbursement system that allows LEAs to bill for direct services (such as speech, occupational, and physical therapy) provided to Medicaid-eligible students under their individualized education plans. Billing is based on actual services rendered per state and federal policy.
- 5.5. "Local Education Agency (LEA)" means a public school district or school administrative unit in

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New Hampshire that participates in the Medicaid to Schools program and is enrolled as a Medicaid provider under N.H. Admin. R. He-W 589.

- 5.6. “Medicaid Administrative Claiming Program (MAC)” means the reimbursement mechanism that allows LEAs to recover a share of administrative costs incurred while supporting Medicaid operations—such as outreach, referrals, case coordination, and consultation—based on federal Medicaid administrative claiming rules and validated through time studies.
- 5.7. “Random Moment Time Study (RMTS)” means the methodology used to allocate personnel time to Medicaid administrative activities. It selects random “moments”—short intervals—across participating staff, who record what they were doing at those moments. Results determine the proportion of allowable administrative costs for MAC and fee-for-service cost reporting and settlement.
- 5.8. “State Plan” or “State Plan Amendment” means the officially approved document (submitted and accepted by CMS) that outlines New Hampshire’s Medicaid program—its eligibility, services, provider types, reimbursement methods, and amendments as authorized under Title XIX.
- 5.9. “Time Study Implementation Plan (TSIP)” means New Hampshire’s detailed plan describing how RMTS will be implemented—including sampling design, identification of administrative vs direct service activities, coverage of school breaks, training, cost pool definitions, and process for allocating Medicaid administrative costs.
- 5.10. “Title XIX” refers to Title XIX of the Social Security Act, under which the federal Medicaid program is established.

6. Respective Responsibilities

6.1. The Department agrees to:

6.1.1. Reimburse the LEA the Title XIX federal share of actual and reasonable costs for both EPSDT administrative and FFS activities provided by staff, based on a time-accounting system that complies with the provisions of 2 CFR 200 and 45 CFR § 75.430(i); expense and equipment costs necessary to collect data, disseminate information and carry out the staff functions outlined in this agreement.

6.1.1.1. The rate of reimbursement for eligible administrative costs will be 50% or 75% depending on the activity performed. Changes in federal regulations affecting the matching percentage and/or costs eligible for administrative match, which become effective subsequent to the execution of this Agreement, will be applied as provided in the regulations. Upon receiving each quarterly invoice, the Department will draw down and make payments to the LEA the amount equal to the appropriate Federal Financial Participation (FFP) for all invoices submitted, less the Department’s administrative costs associated with the administration of this program.

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- 6.1.1.2. Once the FFS cost report reconciliation has been calculated, if the total certified costs, as identified in LEA's cost report, exceed the interim payments, the State will pay the federal share of the difference to the LEA. The Title XIX federal share is in accordance with the provisions 2 CFR 200 and 42 CFR § 433.51 The rate of reimbursement for eligible costs will be the Federal Medical Assistance Percentage (FMAP) rate. Changes in federal regulations affecting the matching percentage and/or costs eligible for reimbursement, which become effective subsequent to the execution of this agreement, will be applied as provided in the regulations. Upon finalizing the cost reconciliation calculation, the Department will draw down and make payments to the LEA the amount equal to the appropriate Federal Financial Participation (FFP) for this program less the Department's administrative costs associated with the administration of this program.
- 6.1.2. Provide the LEA access to the information necessary to properly provide the MAC and fee-for service activities. Program requirements are accessible through various resources, including the Time Study Implementation Plan, MTS Technical and Provider Manuals and the State Plan Amendment.
- 6.1.3. Monitor and conduct periodic quality control functions that may be performed by the Department or its designee.
- 6.1.4. Develop and conduct periodic desk reviews and audits in cooperation with the LEAs. These will be performed by the Department or its designee.
- 6.1.5. Provide training and technical assistance to staff of the LEA regarding the responsibilities assumed within the terms of this Agreement.
- 6.1.6. Conduct training sessions, either directly or through its designee, for participating LEAs on a quarterly or annual basis.
- 6.1.7. Provide directly through the Department necessary consultation to the LEA on issues related to this Agreement as needed by the LEA.
- 6.1.8. Accept federally approved Indirect Cost Rate (IDCR) ratios on file at New Hampshire Department of Education (NHED) as the official indirect cost allocation plan to be used in calculating amount of payment.

6.2. The LEA agrees to:

- 6.2.1. Participate in the RMTS;
 - 6.2.1.1. RMTS is a federally approved process used to identify the proportion of administrative and direct services time allowable and reimbursable under Medicaid;
 - 6.2.1.2. Submit ongoing FFS claims for direct services to MMIS to receive interim

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- payments;
- 6.2.1.3. Complete, certify and submit a quarterly MAC Cost Report to receive administrative claiming reimbursement;
 - 6.2.1.4. Complete, certify and submit an annual FFS cost report at the end of the fiscal year if the LEA bills interim payments for direct services;
 - 6.2.1.5. Participate and cooperate with any program reviews;
 - 6.2.1.6. Comply with all program requirements.
- 6.2.2. Assist the Department in promoting access to Medicaid-covered health services and improving students' access to those services. Appropriate activities include:
- 6.2.2.1. Outreach to children/families;
 - 6.2.2.2. Assisting with Medicaid applications;
 - 6.2.2.3. Program planning, policy development, and interagency coordination related to Medicaid;
 - 6.2.2.4. Referral, coordination, and monitoring of health care services.
- 6.2.3. Complete RMTS observation forms within required time frames to determine the percentage of staff time providing reimbursable activities in accordance with the provisions of 2 CFR 200 and 45 CFR § 75.430(i)(5).
- 6.2.4. Provide to the Department or its designee a Participant List for the sample pool that is updated prior to the start of each calendar quarter. This sample pool must be finalized before the beginning of each calendar quarter and will not be modified thereafter. Staff may be added to the sample pool for the quarter during the prior quarter and up to the close date set by the Department or its designee.
- 6.2.5. If necessary, provide and maintain a student data file that is updated annually and submitted electronically in a format prescribed by the Department to determine the Medicaid Eligibility Rate.
- 6.2.6. Provide and maintain quarterly salary and benefits data for eligible staff. Ensure the Participant List does not include staff who are 100% federally funded or who do not regularly perform MAC/Direct Service claimable activities, as outlined in the Time Study Implementation Plan. Direct and indirect reported expenditures are allocated to Medicaid based on the results of the statewide RMTS. Staff expenditures for each LEA are identified for staff participating in the RMTS with the inclusion of the applicable LEA Indirect Cost Rate (IDCR) to cover associated school administrative costs (accountant, business office, etc.).
- 6.2.7. Certify to the Department total expenditures for administrative claiming via completion

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of a certification form on a quarterly basis with each submitted MAC invoice.

- 6.2.8. Certify to the Department total expenditures for fee-for-service claiming via completion of a certification form on an annual basis with each submitted fee-for-service cost report.
- 6.2.9. Submit a quarterly administrative invoice to the Department or its designee in the manner outlined and prescribed in the Time Study Implementation Plan.
- 6.2.10. For the fee-for-service program:
 - 6.2.10.1. Submit fee-for-service claims for direct services to MMIS to receive interim payments. LEAs are required to submit on-going claims to the state MMIS to receive interim payments, using the Department's claim submission procedures.
 - 6.2.10.2. Annually complete and submit a fee-for-service cost report. Each year, LEAs participating in the Cost Settlement process are required to submit a completed Fee-for-Service Cost Report. This includes reconciliation with the interim claims and cost data collection from the LEAs. After finalization, the LEA will submit and certify the Cost Report for approval by the Department or its designee, based on the state or its designee's schedule.
 - 6.2.10.3. Return an amount equal to any overpayment back to the State if the LEA's interim payments exceed the total certified costs, as identified in the LEA's cost report per the state's approved process.
- 6.2.11. Provide to the Department the information necessary for the Department to request federal funds available under the State's match rates.
- 6.2.12. Maintain the confidentiality of participant records and eligibility information received from the Department and use that information only in the administrative, technical assistance and coordination of the MTS Program.
- 6.2.13. Provide the Department or its designee with requested documentation to support claims submitted by or on behalf of the LEA for invoice and post payment reviews. Non-receipt of required documentation may result in non-payment of current and future invoices and potential recoupment of paid invoices in which documentation is not received to substantiate the invoice.
- 6.2.14. Submit revised invoices based on findings identified by the Department or its designee through invoice and post payment reviews adhering to timely filing requirements.
- 6.2.15. Maintain program compliance and support reviews. The LEA will comply with the program requirements, including Time Study Implementation Plan, State Plan, the signed interagency/compliance agreement and program manuals. The LEAs will cooperate with the Department or its designee during program and cost data collection, desk reviews or audits and agree to comply with the findings and adjustments to the funding.

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- 6.2.16. Accept responsibility for any disallowance and incur the penalties of same resulting from the activities associated with this Agreement. Return to the Department any federal funds that are deferred and/or ultimately disallowed arising from the administrative claims or fee-for-service cost report submitted by the Department on behalf of the LEA.
- 6.2.17. Consult with the Department on issues arising out of this Agreement.
- 6.2.18. Conduct all activities recognizing the authority of the Department in the administration of the Medicaid State Plan on issues, policies, rules and regulations on program matters.
- 6.2.19. Maintain all necessary information for a minimum of six (6) years to support the claims and provide Centers for Medicare and Medicaid Services (CMS) any necessary data for auditing purposes.
- 6.2.20. Invoices from participating schools requesting Department reimbursement must be filed by the LEA and must be received by the state agency or its designee as defined by the State or its designee's schedule. Invoices submitted incomplete, inaccurate, or outside the time limit as described in this section, will be denied.
- 6.2.21. Execute a [New Hampshire Medicaid Provider Participation Agreement](#) attached hereto as an exhibit.
- 6.2.22. Agree to abide by all federal and state laws rules and regulations relating to the [Medicaid program](#).

7. Compliance with Laws and Regulations

- 7.1. In connection with the performance of activities under this Agreement, the LEA shall comply with all applicable federal, state, county, and municipal statutes, laws, regulations, executive orders, and administrative rules, including but not limited to, Title XIX of the Social Security Act, 42 CFR Parts 430–456, 2 CFR 200, 45 CFR § 75.430, the New Hampshire Medicaid State Plan, and any related guidance issued by the Department or the Centers for Medicare and Medicaid Services (CMS).
- 7.2. The LEA shall comply with all applicable civil rights and nondiscrimination laws, including but not limited to: age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, and gender expression, unless exempt by state or federal law. The LEA shall ensure any subcontractors engaged in MTS Program activities also comply with these requirements.
- 7.3. The LEA shall comply with all rules, regulations, executive orders, and statutes imposed by the federal government and with any guidelines or directives issued by the State or the United States to implement such requirements.
- 7.4. The LEA shall permit the Department, CMS, or any authorized agent of the State or federal government access to any books, records, and accounts necessary to ascertain compliance with the terms of this Agreement. The LEA shall retain all records consistent with Section 6.2.20.

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8. Relationship of the Parties

- 8.1. In the performance of this Agreement, the LEA is, in all respects, an independent entity and is not an agent or employee of the Department. Neither the LEA nor any of its officers, employees, or agents shall have authority to bind the State or act on behalf of the State in any capacity.
- 8.2. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employer–employee relationship between the Parties.

9. Assignment, Delegation, and Subcontracts

- 9.1. The LEA shall not assign, subcontract, or otherwise transfer any obligation, responsibility, or duty under this Agreement without prior written notice to the Department. Subcontractors must meet all qualifications required under the New Hampshire Medicaid State Plan and applicable laws.
- 9.2. The LEA shall remain responsible for the acts and omissions of any employees, agents, or subcontractors performing activities under this Agreement.

10. Notice

- 10.1. Any notice required or permitted under this Agreement shall be deemed properly given when sent by certified mail, postage prepaid, or by another method agreed to by the Parties, to the addresses listed in the signature block, or to such other address as either Party may designate in writing.

11. Choice of Law and Forum

- 11.1. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of New Hampshire, except where the Federal Supremacy Clause requires otherwise.
- 11.2. Any action arising out of or related to this Agreement shall be brought exclusively in the Merrimack County Superior Court of New Hampshire. The Parties agree that binding arbitration shall not be used for dispute resolution.

12. Third-Party Beneficiaries

- 12.1. This Agreement is made solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any legal or equitable right, benefit, or remedy in any third party.

13. Severability

- 13.1. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

14. Right of Termination / Event of Default

LEA Initials _____
Date _____



- 14.1. Any one or more of the following acts or omissions by the LEA shall constitute an “Event of Default”:
 - 14.1.1. Failure to perform required activities under this Agreement, including failure to participate in RMTS, failure to submit required reports, or failure to submit timely and accurate claims.
 - 14.1.2. Failure to comply with any applicable federal or state law, regulation, rule, or provision of the New Hampshire Medicaid State Plan affecting the MTS Program.
 - 14.1.3. Failure to remedy deficiencies identified through audit, desk review, or program monitoring within the timeframe prescribed by the Department.
 - 14.1.4. Failure to maintain provider qualifications, licensure, or certification as required under the New Hampshire Medicaid State Plan.
- 14.2. Upon the occurrence of any Event of Default, the Department may take one or more of the following actions:
 - 14.2.1. Provide written notice specifying the Event of Default and require that it be remedied within a period established by the Department.
 - 14.2.2. Suspend participation in the MTS Program until the LEA cures the default to the Department’s satisfaction.
 - 14.2.3. Terminate this Agreement, effective two (2) calendar days after written notice of termination if the LEA fails to remedy the default.
 - 14.2.4. Treat the Agreement as breached and pursue any remedy available at law or in equity.
 - 14.2.5. Require repayment of any improper or disallowed federal financial participation resulting from the LEA’s noncompliance.
- 14.3. The Department’s exercise of any remedy under this section does not waive or limit any additional remedies available under federal or state law.

15. Entire Agreement

- 15.1. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties,

**New Hampshire Department of Health and Human Services
Medicaid to Schools Program**



and supersedes all prior agreements, and understandings with respect to the subject matter hereof.

For the State of New Hampshire Department of Health and Human Services:

Name: Henry D. Lipman Date
Title: Medicaid Director

For the Local Education Agency:

Name: Date
Title: Superintendent
Full Legal Name of LEA:

LEA Initials _____
Date _____



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

New Hampshire Medicaid Provider Participation Agreement

This is to certify that _____ of _____
Name of Provider Service Location – Street Address

City, State, and Zip Code Agrees to participate in the NH Medicaid Program, herein after referred to as
the NH Medicaid Program.

I agree that my charges for services or items delivered to NH Medicaid Program recipients will not exceed my fees or charges for similar services or items delivered to persons not entitled to receive benefits under the NH Medicaid Program. In any case or cases where it becomes necessary for State or Federal representatives to ascertain that charges for services to NH Medicaid Program recipients are not greater than charges for services to non-NH Medicaid Program individuals, the New Hampshire Department of Health and Human Services, hereinafter referred to as the Department, or its authorized representatives will make such determination.

I agree to accept payments made by NH Medicaid Program as payments in full for the services or items I may provide, and to retain records supporting each claim on which NH Medicaid Program makes any payment (including crossover claims) for a period of not less than six years.

I agree that in any case or cases where it becomes necessary for State or Federal representatives to ascertain the appropriateness and necessity of care or services, the Department, or its authorized representatives, will determine the appropriateness and necessity of care or services.

I agree to keep such records as are necessary to fully disclose the extent of the care or services provided to individuals under the NH Medicaid Program and to furnish the Department with such information (original or photocopied) regarding any payment claimed, as may be requested. I recognize that, in accordance with the Health Insurance Portability and Accountability Act (HIPAA) regulation at 45 CFR 164:512(d), such information is a permitted disclosure of personal health information without authorization for oversight of the NH Medicaid Program.

I agree that as a condition of NH Medicaid Program participation, I will disclose, within 35 days of the date on a request by the Secretary or the Department, ownership information including full and complete information about the ownership of any subcontractor or wholly-owned supplier with whom I have had business transactions totaling more than \$25,000 during the 12 month period ending on the date of the request, ownership information and any significant business transactions between myself and any wholly owned supplier, or between myself and any contractor, during the 5-year period ending on the date of the request.

I acknowledge that I have an obligation to regularly screen all employees and contractors (utilizing the List of Excluded Individuals/Entities-LEIE-website at <http://www.oig.hhs.gov/fraud/exclusions.asp> and/or any other exclusion lists or instructions provided by NH Medicaid Program) to determine whether any of them have been excluded from participation in Federal health care programs, to report to Medicaid any exclusion information discovered, and I agree to comply with these obligations.

I agree to maintain current required permits, licenses, certifications, or other documentation that allows me to continue in my practice.

I agree that I will comply with the requirements of Section 1902(a)(68) of the Social Security Act regarding Employee Education About False Claims Recovery and that I have a responsibility to self-identify if I qualify as an "entity" and if I have met the \$5,000,000 annual threshold amount, as described in the Act.

I agree to disclose to the Department the name of any owners, officers, directors, agents, and managing employees of my business who have been or who are convicted of fraud against any programs under Titles XVIII, XIX, or XX of the Social Security Act.

I acknowledge that I may be suspended or terminated from participation in the NH Medicaid Program if convicted of a criminal offense under the Medicare or Medicaid Program, or if the Department administratively determines that fraud exists, or for failure to disclose ownership information as required. Moreover, I agree that in the event my license is revoked or I am disqualified through state action, or federal or Department administrative action this Agreement is automatically terminated. All of the above are considered adverse actions. Claims cannot be submitted for any dates of service that occur while an adverse action is in effect.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

I acknowledge and agree that either party may terminate this agreement without cause with a 60 day written notice to the other party.

I agree not to sell or provide my accounts receivable for NH Medicaid Program recipients to bill collection agencies, similar entities, or any other third party.

I agree to abide by all rules, regulations, billing manuals, bulletins and notices promulgated by the US Department of Health and Human Services, the State of NH, or the NH Department of Health and Human Services pertaining to the provision of care or services under NH Medicaid and the claiming of payments for those services.

I agree that I may be required to refund, or have payment recouped by the NH Medicaid program for both the state and federal share of any overpayments, including erroneous payments, erroneously claimed payments, payments made for non-compliant claims, payments in excess of the amount allowed, fraudulent claims or claims identified in accordance with the exclusion provisions of 42 CFR 1001.1901(b).

I agree that payment may be withheld because of a non-conforming claim for whatever cause until such non-conforming claim can be remedied.

I agree to take no action or adopt any procedure that would circumvent or deny the Medicaid recipient's freedom to choose any willing Medicaid provider in accordance with the Freedom of Choice provisions of 42 CFR 431.51.

I agree to provide services or items without discrimination as required by Title VI of the Civil Rights Act of 1964, and without discrimination on the basis of handicap as required by Section 504 of the Rehabilitation Act of 1973 as amended.

I agree that the US Department of Health and Human Services, its authorized representatives, and the Medicaid Fraud Control Unit of the NH Attorney General's Office will have access to the same records and information as does the NH Department of Health and Human Services.

In the event I select electronic direct deposit transfer payments for claims reimbursement, I agree to sign and submit the NH Medicaid Program Electronic Funds Transfer (EFT) Agreement.

In the absence of statements imprinted on all provider claim forms as specified in 42 CFR 455.18, I agree that for each claim I submit to NH Medicaid Program for payment, I am certifying my compliance with the following requirements as stated in 42 CFR 455.18, as though the statements and my signature were present on the claim form:

- (1) This is to certify that the foregoing information is true, accurate, and complete.
(2) I understand that payment of this claim will be from Federal and State funds, and that any falsification, or concealment of a material fact, may be prosecuted under Federal and State laws.

If I am a "performing-only provider," I agree that I will not independently bill and receive payment from the NH Medicaid Program, and that any such payments may be recouped by the Department. ("Performing-only providers" are providers that the Medicaid Program, in accordance with federal and/or state law, does not allow to independently enroll and bill. Performing-only providers must be affiliated with a NH Medicaid enrolled Group provider).. Designation as "performing-only" will be determined by the Department.

This agreement becomes effective on the date of enrollment given in the Welcome Letter, which will be mailed upon approval.

I acknowledge that enrollment is not transferable and terminates upon date of sale of practice or ownership transfer.

I declare under penalty of perjury that I have reviewed this application and that to the best of my knowledge the information contained herein is true and accurate.

Form with fields: For Service Providers Only, Signature Authorized Provider/Owner/Administrator, Date, Print Name, Title of Authorized Provider/Owner/Administrator

Please keep a copy of this Agreement for your records.