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
603-271-9422 1-800-852-3345 Ext. 9422
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July 31, 2026

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 **Retroactive** amendment to an existing contract with Health Services Advisory Group, Inc. (VC #226207), Phoenix, AZ, to finalize external quality review activities of the Department's contracted Managed Care Organization's (MCOs) and Dental Organization's performance, statewide, by extending the completion date from June 30, 2026 to April 30, 2027, effective retroactive to July 1, 2026, upon Governor and Council approval with no change to the price limitation of $8,148,380. 75% Federal Funds. 16% General Funds. 9% Other Funds (as defined in RSA 126-AA:3,I).

The original contract was approved by the Governor and Executive Council on June 19, 2019 (Item #15), and amended on May 18, 2022 (Item #8), April 12, 2023 (Item #20), and most recently amended on June 26, 2024 (Item #18).

EXPLANATION

The purpose of this request is to extend the current contract with no change to the price limitation to allow the Contractor to complete and submit final reports, including the 2026 External Quality Review (EQR) Technical Report, that is due to the Centers for Medicare and Medicaid Services (CMS) by April 30, 2027. The Department initially determined that this contract could expire on June 30, 2026, while the Department conducts a new Request for Proposal (RFP) process. However, the Department subsequently identified that in order for the Contractor to complete required final reporting, the contract would need to be extended due to data not available prior to June 30, 2026. This request is therefore **Retroactive** to July 1, 2026, to avoid a gap in the contract term.

The Contractor is the State's current CMS-certified External Quality Review Organization (EQRO). The requirement for external reviews by a CMS-certified EQRO is federally mandated by 42 CFR 438, Sub-part E and necessary to receive matching federal funds. The EQRO is also required to be independent of the Department, MCOs, and the Dental Organizations.

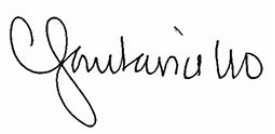
Approximately 165,273 individuals will be served by the managed care program from July 1, 2026, through April 30, 2027.

The Department will monitor contracted services to ensure all outstanding activities specified in the scope of services are completed by April 30, 2027, and the Annual EQR Technical Report is accepted by CMS upon initial submission by the Department.

Should the Governor and Council not authorize this request, the Department will be out of compliance with the regulations established by the Balanced Budget Act of 1997 and 42 CFR 438 Subpart E. The Department would not receive or be able to act on the rigorous, statistically-informed third-party EQRO assessment to manage MCO contracts.

Area served: Statewide.

Respectfully submitted,



for:

Lori A. Weaver
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #4

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), April 12, 2023 (Item #20), and as most recently amended on June 26, 2024 (Item #18), 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:

   April 30, 2027

2. 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 the 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 Numbers (FAINs) 2405NH5ADM, 2305NH5ADM, and 1805NH5ADM.

      2.2. 16% General Funds; and

      2.3. 9% Other Funds.

3. Modify Exhibit C-1 – Revisions to Standard Provisions, by adding Subsection 1.3., to read:

   1.3. Paragraph 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.

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 retroactive to July 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

7/31/2026
Date

DocuSigned by:
Meredith Telus
02ADA5CD1FEC439...
Name: Meredith Telus
Title: Director, DPQI

Health Services Advisory Group, Inc.

7/30/2026
Date

Signed by:
Dr. Mary Ellen Dalton
988AB8FBCE484BA...
Name: Dr. Mary Ellen Dalton
Title: President and Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

7/31/2026
Date

DocuSigned by:
Robyn Guarino
748734844941460...
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 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: **0007987104**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of July A.D. 2026.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joellen Tenison, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Health Services Advisory Group, Inc..
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 16, 2026, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Mary Ellen Dalton, Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Health Services Advisory Group, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. 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: 7/27/2026

J. Tenison
Signature of Elected Officer
Name: Joellen Tenison, CPA, MBA
Title: Chief Financial Officer

Client#: 21110 HEALSER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2026

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.
2525 E. Camelback Rd., Suite 1150
Phoenix, AZ 85016
602 772-3300

CONTACT NAME: Kimberly Shedd
PHONE (A/C, No, Ext): 317 805-7500 FAX (A/C, No): 317-805-7515
E-MAIL ADDRESS: Certificate@themjcos.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Hartford Casualty Insurance Co.	29424
INSURER C : Hartford Underwriters Insurance Co.	30104
INSURER D : TDC Specialty Insurance Company	34487
INSURER E : Houston Casualty Company-NON-ADMITTED	42374
INSURER F : Trumbull Insurance Company	27120

INSURED
Health Services Holdings, Inc.
Health Services Advisory Group, Inc.
2390 E Camelback Rd Ste 400
Phoenix, AZ 85016

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	X COMMERCIAL GENERAL LIABILITY	X	X	59UUNAV5JXF	07/01/2026	07/01/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
F	AUTOMOBILE LIABILITY	X	X	59UENBM9M44	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	59RHUAW6K9Z	07/01/2026	07/01/2027	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	59WEZJ2839	07/01/2026	07/01/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			MCP006722606	07/01/2026	07/01/2027	Each Claim/Agg $5M	
E	Cyber Liability			H26NGP20918105	07/01/2026	07/01/2027	Each Claim/Agg $5M	
G	Cyber LiabilityXS			PLMCBXS4SCW6IK	07/01/2026	07/01/2027	Each Claim/Agg $5M XS	

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

Cyber Liability $5,000,000 Excess Insurer G: Palomar Excess & Surplus Insurance Co - NAIC #16754 Policy# PLMCBXS4SCW6IK

CYBER LIABILITY: Maximum Limit of Liability: $10,000,000 Each Claim or Event / $10,000,000 Aggregate / Coverage Part Retention: $100,000 Each Claim or Event

(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

KRS

DESCRIPTIONS (Continued from Page 1)

PROFESSIONAL LIABILITY: $5,000,000 Each Claim / $5,000,000 Aggregate / Retention: $200,000 Each Claim
PROFESSIONAL LIABILITY: Retroactive Date: 08/18/1982

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).
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.
Primary & Noncontributory 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 subject to the terms, conditions and exclusions on the policy(ies).
Umbrella coverage extends over General Liability, Automobile Liability, and Employers Liability and is form following in regard to Additional Insured, Waiver of Subrogation and Primary & Noncontributory subject to the policy terms, conditions and exclusions on the policy.
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).

HOLDER CON'T: NH Department of Health & Human Services its officers and employees are included as additional insured