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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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Kathleen A. Dunn
Associate Commissioner
Medicaid Director

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
State House, Concord 03301

October 6, 2014

SOLE SOURCE

50% Federal funds
50% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services to amend a **sole source** agreement with Manatt Phelps and Phillips, LLP of New York, NY, to provide additional professional services to assist the Department's implementation of two critical components of the New Hampshire Health Protection Program: (i) the mandatory Health Insurance Premium Program and (ii) the Premium Assistance Program. This amendment also seeks funding to support an amendment to the Department's Section 1115 Medicaid Transformation waiver now pending at the federal Centers for Medicare and Medicaid Services (CMS), by increasing the price limitation by \$580,000 from \$1,675,000 to \$2,255,000 from the date of Governor and Executive Council approval, with no change to the original end date of March 31, 2015. The original contract was approved by G&C on March 26, 2014, Item 27A.

Funds to support this request are available in the following account for State Fiscal Year 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

**05-95-47-470010-79370000-500731 HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID & BUS
PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION**

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2014	102-500731	47000106	Contracts-Prog Services	\$418,749
2015	102-500731	47000106	Contracts-Prog Services	\$1,256,251
Total:				\$1,675,000

**05-95-47-470010-7948000-500731 HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID & BUS
PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID CARE MANAGEMENT**

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2015	102-500731	47000106	Contracts- Prog Services	\$580,000
Total:				\$2,255,000

EXPLANATION

The purpose of this Request is to amend the **sole source** agreement with the Contractor (initially approved by the Governor and Executive Council on March 26, 2014, Item 27A) to provide additional professional services for the implementation of specific programs under the New Hampshire Health Protection Program, as well to support the amendment of the Section 1115 Medicaid Transformation Waiver submitted to the CMS on June 1, 2014.

Since the approval of the initial agreement on March 26, 2014, the scope of the work to implement the New Hampshire Health Protection Program has grown as the Department has continued to work with CMS to design and implement the Health Insurance Premium Program for eligible persons with access to private employer sponsored insurance and the Premium Assistance Program, under which eligible persons will be transitioned to private individual qualified health plan on the federal marketplace beginning in January 2016.

In addition, CMS has requested New Hampshire to amend its pending Section 1115 Medicaid Transformation Waiver to reflect new CMS guidelines for system transformation waivers by aligning the proposed designated state health programs for which New Hampshire seeks new federal matching funds with changes in New Hampshire's delivery and payment systems in order to achieve CMS's objectives of improving health outcomes, improving population health and reducing the growth in health care costs.

More specifically, with respect to the Premium Assistance Waiver, the Contractor will provide additional project management services to support the development of the Premium Assistance Waiver; additional professional support in designing the personal responsibility and cost sharing features for the coverage options that will be available to the New Adults who will enroll in individual qualified health plans; and additional work with the Department's actuary in ensuring that the benefit and cost sharing designs will satisfy the cost effectiveness standard established by the New Hampshire Legislature in SB 413, which CMS must ultimately approve.

The Contractor will also provide policy, legal, operations, and technical support to assist the agency in operations and implementation planning that will include developing certification requirements for qualified health plans specific to a Medicaid premium assistance model, developing network adequacy requirements for qualified health plans that align with Medicaid and the federal Marketplace requirements, engaging issuers, developing an approach to ensure applicability of the federal market stabilization programs, designing a process to effectuate Medicaid payment of QHP premium, developing an approach to transition enrollees from private Medicaid managed care plans to qualified health plans, providing business and technical support to assist the Department in designing a consumer plan selection process and developing technical specifications for a plan shopping and enrollment portal with respect to premium assistance enrollees, developing the premium assistance auto-assignment methodology, devising a process to identify medically frail consumers and to enable such individuals to opt out of premium assistance, developing an approach to eligibility and coverage issues unique to pregnant women and developing an approach to medical necessity appeals that complies and aligns with Medicaid and federal Marketplace requirements.

The Contractor will assist the Department in preparing, submitting, and securing approval of all state plan amendments and waivers needed to implement the Premium Assistance model.

The Contractor will support stakeholder engagement, as required under the public notice requirements related to Medicaid waivers under Section 1115 of the Social Security Act.

The Contractor will develop memoranda of understanding between the Department, the New Hampshire Department of Insurance and the insurers offering Qualified Health Plan on the federal marketplace in order to implement the premium assistance model.

In regard to the Health Insurance Premium Program, this amendment is necessary in order for the Contractor to provide additional policy, legal, operations, and technical support to DHHS and New

Hampshire's HIPP vendor (HMS) in implementing the mandatory HIPP program. Specific tasks will include the following:

- Advising the agency on policy design options in consideration of federal rules and requirements and state objectives;
- Reviewing agency and vendor policy and operational processes to ensure compliance with federal rules and requirements and state objectives;
- Communicating the State's policy and operational approach with CMS with respect to cost-effectiveness and other program administration issues;
- Developing and reviewing HIPP eligibility determination workflows to ensure that subpopulations (e.g. medically frail individuals, children, mixed families) are processed through HIPP in compliance with federal rules and requirements and state objectives;
- Providing technical support on HIPP annual renewal and change reporting policies and workflow;
- Advising on content of vendor reports and program outcome measures;
- Reviewing and assisting with development of paper and online educational materials, program applications and consumer communications;
- Reviewing newly developed state regulations detailing programmatic policies and operations; and,
- Advising on policy and operational questions as they emerge during implementation to ensure compliance with federal regulations (e.g., assessment of the six month minimum eligibility period, effectuation of good cause, coordination for HIPP medically frail individuals)

The Department also seeks approval of this amendment in order for the Contractor to provide direct support for the pending Section 1115 Medicaid Transformation Waiver. Following approval by the Fiscal Committee in late May, 2014, the Department submitted the waiver application to CMS. Following a separate federal public comment period in July and early August and CMS review of the waiver application, CMS advised the Department that consistent with new CMS guidance developed following submission of New Hampshire's waiver, New Hampshire is being asked to amend the waiver to further address three issues:

- (i) the core problems in health care delivery in New Hampshire that the waiver plans to address and identification of each aspect of the current health care system that the waiver seeks to improve;
- (ii) how each designated state health program will target the identified problems and help the state achieve the CMS goals of improving health, improving population health and lowering health care costs, and
- (iii) the structure of the state's health care delivery system after the designated state health programs are implemented (post-waiver).

The Department intends to address these issues by proposing more specific measures that will aim to better integrate mental health and substance use disorder services with primary care and other acute care medical services in New Hampshire. The Contractor has significant experience in formulating strategies and programs to integrate behavioral health services with physical health services which will significantly benefit New Hampshire and its pending 1115 Waiver application.

Obtaining highly qualified professional assistance in formulating the state plan amendments and waivers necessary for the HIPP and PA and associated work is critical to meeting the requirements of the New Hampshire Health Protection Act and in order to provide health coverage and enhance the

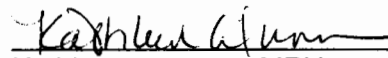
financial stability of tens of thousands of low-income New Hampshire citizens. The Contractor is one of only a very few firms nationwide with the experience and qualifications to provide the assistance needed to the Department and the State of New Hampshire. Manatt Phelps Phillips, LLP and its subsidiary, Manatt Health Solutions successfully obtained waivers and other approval from CMS for the Premium Assistance Program in Arkansas in 2013. The Department retained Manatt in 2012 for advice in obtaining approval from CMS for a number of Medicaid state plan amendments.

Area Served: Statewide


Source of Funds: 50% General, 50% Federal Funds

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

Respectfully submitted,

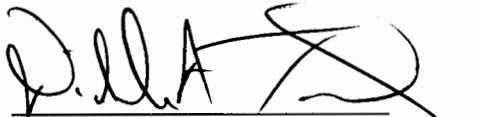


Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director



Jeffrey A. Meyers
Director, Intergovernmental Affairs

Approved by:



Nicholas A. Toumpas
Commissioner



**Amendment #1 to Services to Support the Development and Implementation of
Medicaid Premium Assistance in the New Hampshire Marketplace Contract**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Services to Support the Development and Implementation of Medicaid
Premium Assistance in the New Hampshire Marketplace Contract**

This first Amendment to the Services to Support the Development and Implementation of Medicaid Premium Assistance in the New Hampshire Marketplace contract (hereinafter referred to as "Amendment #1") dated this 1st day of October 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manatt, Phelps and Phillips, LLP, a California registered limited liability partnership with a place of business at Seven Times Square New York, NY 10036.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 26, 2014 (Item 27-A), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may, amend the contract by written agreement of the parties subject to the approval of such amendment by the Governor and Executive Council;

WHEREAS, the State and Contractor agree that changes to the scope of work and payment schedules are needed to support the continued implementation of NH Health Protection Program and coordination and development of Section 1115 waivers under the New Hampshire Health Protection;

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 as follows:

- 1.) Amend Form P-37, Section 1.8, Price Limitation, to read:
\$2,255,000.00
- 2.) Remove Exhibit A and replace with:
Exhibit A- Amendment #1



Amendment #1 to Services to Support the Development and Implementation of Medicaid Premium Assistance in the New Hampshire Marketplace Contract

This amendment shall be effective upon the date of Governor and Executive 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

10/6/14
Date

Kathleen A. Nihan for
Marilee Nihan
Deputy Commissioner

10/3/14
Date

Manatt, Phelps and Phillips, LLP
Deborah Buchrach
NAME Deborah Buchrach
TITLE Partner

Acknowledgement:

State of New York, County of New York on October 3, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Mariabella Santiago
Name and Title of Notary or Justice of the Peace

MARIANELLA SANTIAGO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA4991173
Qualified in Bronx County
My Commission Expires January 27, 2018

**Amendment #1 to Services to Support the Development and Implementation of
Medicaid Premium Assistance in the New Hampshire Marketplace Contract**



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

OFFICE OF THE ATTORNEY GENERAL

10/7/14
Date

Name: Megan A. Jacobs
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:



Exhibit A- Amendment #1

Scope of Services

1. Provisions Applicable To All Services

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.

2. General Scope of Services

The Contractor will provide policy, legal, operations and technical services to support the Department in developing and implementing Medicaid premium assistance in the New Hampshire marketplace. Services will include but not be limited to provision of:

2.1 Project Management

The Contractor will provide project management, including developing and managing a work plan and timeline, tracking open issues, and driving and documenting decision making among New Hampshire leadership related to premium assistance program development and implementation and continuity with marketplace coverage. Specific project management activities include the following:

- 2.1.1 Reviewing work plan with agency leadership.
- 2.1.2 Scheduling, developing agendas for, and facilitating agency leadership calls once per week to develop recommendations regarding key policy issues.
- 2.1.3 Scheduling, developing agendas for, and facilitating calls with CMS once per week or as needed to discuss and resolve open issues.
- 2.1.4 Scheduling, developing agendas for, and facilitating operational issues calls once per week to develop proposed approaches to resolving key operational issues.

2.2 Benefit and Cost-Sharing Design

The Contractor will collaborate with New Hampshire's actuarial consultant to assist the Department in developing benefit and cost-sharing designs to align qualified health plans purchased through premium assistance with Medicaid and New Hampshire Marketplace requirements. Specific tasks include the following:

- 2.2.1 Finalizing the design of a benefit package that complies with requirements applicable to both qualified health plans and the Medicaid alternative benefit plan (ABP) that must be offered to the new adult population under the Affordable Care Act, including identifying any



Exhibit A- Amendment #1

services that must be covered under the ABP but would not be covered under a qualified health plan.

2.2.2 Developing an approach to provide access to Medicaid benefits required under the ABP but not covered under a qualified health plan.

2.2.3 Constructing a cost-sharing design that complies with Medicaid and New Hampshire Marketplace requirements, including amount of cost-sharing per service and tracking of cost sharing for individuals and households in premium assistance.

2.3 Operations and Implementation Planning

The Contractor will provide policy, legal, operations, and technical support to assist the Department in operations and implementation planning. Specific tasks include the following:

2.3.1 Plan Management/Medicaid Cross-Walk

2.3.1.1 Developing certification requirements for qualified health plans specific to a Medicaid premium assistance model, including requirements related to coverage appeals and reporting.

2.3.1.2 Developing network adequacy requirements for qualified health plans that align with Medicaid and New Hampshire Marketplace requirements, including with respect to FQHCs and DSH hospitals.

2.3.1.3 Engaging issuers, including responding to issuer questions and soliciting feedback on proposed approaches and drafting FAQs and other required written information with respect to Medicaid coverage of QHPs for some or all new adults.

2.3.2 Financial Management

2.3.2.1 Developing an approach to ensure applicability of the federal market stabilization programs—the “3Rs”

2.3.2.1 Establishing a methodology and process to effectuate cost-sharing reduction payments to issuers to align with federal processes or developing an alternative approach to ensure cost-sharing with respect to premium assistance enrollees complies with federal Medicaid rules.

2.3.2.2 Designing a process to effectuate Medicaid payment of QHP premiums.



Exhibit A- Amendment #1

- 2.3.3 Eligibility and Enrollment for Medicaid Premium Assistance**
 - 2.3.3.1 Developing an approach to transition enrollees from Medicaid managed care plans to qualified health plans.
 - 2.3.3.2 Providing business and technical support to assist the agency in designing a consumer plan selection process and developing technical specifications for a plan shopping and enrollment portal with respect to premium assistance enrollees.
 - 2.3.3.3 Developing the premium assistance auto-assignment methodology.
 - 2.3.3.4 Devising a process to identify medically frail consumers and to enable such individuals to opt out of premium assistance.
 - 2.3.3.5 Developing an approach to eligibility and coverage issues unique to pregnant women.
- 2.3.4 Appeals**
 - 2.3.4.1 Developing an approach to medical necessity appeals that complies and aligns with Medicaid and New Hampshire Marketplace requirements.

2.4 State Plan Amendments and Waivers Related to Premium Assistance

The Contractor will assist the Department in preparing, submitting, and securing approval of all state plan amendments and waivers needed to implement the continuity of coverage model. Specific tasks include the following:

- 2.4.1 Developing draft of an 1115 waiver to implement mandatory premium assistance in the individual market (QHPs).
- 2.4.2 Revising draft of waiver to reflect agency input and public comments, as necessary.
- 2.4.3 Assisting agency staff in submitting waiver.
- 2.4.4 Assisting agency staff in negotiating special terms and conditions for waiver with CMS.
- 2.4.5 Drafting, revising, assisting the agency in submitting, and facilitating discussions with CMS regarding state plan amendments needed to implement the waiver, including state plan amendments establishing and defining the ABP and imposing cost-sharing.



Exhibit A- Amendment #1

- 2.4.6 Continue to facilitate conversations with CMS regarding a state plan amendment to revise the HIPP program and make it mandatory, expanding on work initiated in March.
- 2.4.7 Drafting required notices related to premium assistance program eligibility and enrollment and establishing obligations of QHPs with respect to noticing.

2.5 Stakeholder Engagement

The Contract will support stakeholder engagement, as required under the public notice requirements related to Medicaid waivers under Section 1115 of the Social Security Act. To facilitate stakeholder engagement, the Contractor will undertake the following:

- 2.5.1 Developing materials for stakeholder meetings to describe and seek feedback on the proposed Medicaid expansion model.
- 2.5.2 Supporting the Department in complying with the public notice and hearing process required for Medicaid waivers under Section 1115 of the Social Security Act.

2.6 Development of Memoranda of Understanding

The Contractor will develop memoranda of understanding needed to implement the premium assistance model. As part of this process, the Contractor will develop initial drafts, solicit feedback from stakeholders, and revise drafts to incorporate feedback. The Contractor will develop the following memoranda of understanding:

- 2.6.1 A memorandum of understanding among the Department of Health and Human Services, the Insurance Department and the Marketplace (if applicable), and issuers to define the issuers' obligations and describe the enrollment and payment processes in the premium assistance program.
- 2.6.2 A memorandum of understanding among the Department of Health and Human Services, the Insurance Department and the Marketplace (if applicable) to define the responsibilities of each agency and establish a methodology to allocate costs among the agencies with respect to the premium assistance program.

2.7 Consultation on 1115 Payment and Delivery System Reform Waiver

- 2.7.1 The Contractor will provide consultation to the Department and its contractor with respect to the development of this waiver.

2.8 Provision for Contract Extension

- 2.8.1 The Department reserves the right to extend this contract by mutual agreement of both parties and approval of the Governor and Executive Council for up to three additional months.



Exhibit A- Amendment #1

2.9 Implementation of Medicaid managed care for new adult population

The Contractor will collaborate with the agency and Department's actuarial consultant to assist and advise in the implementation of Medicaid managed care for the new adult population. Tasks include but are not limited to the following:

- 2.9.1 Developing a rationale for CMS with respect to enhanced premiums and provider payments;
- 2.9.2 Assisting in crafting contract provisions, including provider fee schedules, based on agency, contractor and stakeholder feedback;
- 2.9.3 Securing approval from CMS for enhanced premiums and provider payments as well as all contract provisions;
- 2.9.4 Advising the agency with regard to managed care plan operational issues, including transition issues related managed care plans exiting the market; and,
- 2.9.5 Providing legal and policy research to answer questions from stakeholders during the implementation process.

2.10 Consulting on HIPP implementation

The Contractor will provide policy, legal, operations, and technical support to the Department and New Hampshire's HIPP vendor in implementing the mandatory HIPP program. Tasks include but are not limited to the following:

- 2.10.1 Advising the agency on policy design options in consideration of federal rules and requirements and state objectives;
- 2.10.2 Reviewing agency and vendor policy and operational processes to ensure compliance with federal rules and requirements and state objectives;
- 2.10.3 Communicating the State's policy and operational approach with CMS with respect to cost-effectiveness and other program administration issues;
- 2.10.4 Develop and review HIPP eligibility determination workflows to ensure that subpopulations (e.g. medically frail individuals, children, mixed families) are processed through HIPP in compliance with federal rules and requirements and state objectives;



Exhibit A- Amendment #1

2.10.5 Provide technical support on HIPP annual renewal and change reporting policies and workflow;

2.10.6 Advise on content of vendor reports and program outcome measures; and,

2.10.7 Review newly developed state regulations detailing programmatic policies and operations.

2.11 Consulting on Transition to Medicaid Expansion and Voluntary Premium Assistance

The Contractor will advise DHHS on the role out of the Medicaid expansion for the following groups of individuals: (1) uninsured individuals who would qualify for the Medicaid expansion; (2) individual who previously applied for coverage prior to the expansion, but did not qualify for Medicaid or for tax credits (“gap” applicants); (3) individuals with incomes between 100% and 138% FPL who are enrolled in QHPs with tax credits; and individuals who will transition from Medicaid managed care to the mandatory Marketplace Premium Assistance program in January 2016. Tasks will include but not be limited to the following:

2.11.1 Interfacing with CMS with respect to: (1) outreach to individuals enrolled in QHPs who become newly eligible with the expansion; (2) outreach to other individuals who previously applied through the FFM; (3) coordinating FFM and State outreach communications to these populations;

2.11.2 Working with State operations staff on outreach, communication and implementation planning;

2.11.3 Evaluation of the voluntary premium assistance program as a vehicle for coverage retention for Medicaid eligible individuals enrolled in QHPs; and,

2.11.4 Advising the State Medicaid Agency and Department of Insurance on voluntary premium assistance operational issues to inform the State's decision with respect to implementation.



Exhibit A- Amendment #1

2.12 Consulting on Required Consumer Notices

The Contractor will provide general consulting advice to DHHS and New Hampshire's communications consultant in preparing notices encompassing initial eligibility determination, annual renewal and mid-year change reporting.

2.13 Consulting on Effectuating Cost-Sharing

Building from Section 2.3.2.1 of this Scope of Services, the Contractor will develop an approach to ensure cost-sharing for premium assistance enrollees complies with federal Medicaid rules and provide in-depth technical assistance to the State to operationalize the selected strategy. Tasks will include but not be limited to the following:

- 2.13.1 Advising on the development of a standard cost-sharing design and ensuring compliance with Medicaid cost-sharing rules;
- 2.13.2 Advising on the operational implications of the obligation to make and reconcile cost sharing reduction payments to carriers; and,
- 2.13.3 Advising on needed data and financial exchanges between the State and carriers.

2.14 Consulting on Effectuating a Consumer Shopping and Enrollment Process.

Supplementing the Contractors' provision of assistance in the design of a consumer plan, selection process and shopping/enrollment portal, as described in Section 2.3.3.2 of the this Scope of Services, the Contractor will also provide intensive assistance on effectuation of plan selection and enrollment in the following ways:

- 2.14.1 Advising on the possibility of waiving requirements to provide coverage before the date of enrollment into a QHP, and, if needed, interfacing with CMS to negotiate these waivers;
- 2.14.2 Consulting on the mechanism the State will use to enable individuals to shop for and enroll in QHPs;
- 2.14.3 Developing and maintaining eligibility and enrollment workflows to depict both the beneficiary's and State's perspectives; and,
- 2.14.4 Advising on policy decisions regarding the timing and methodology of auto-assignment.

2.15 Consulting on 1115 Payment and Delivery System Reform Waiver

On May 30, 2014, New Hampshire submitted an 1115 demonstration waiver to CMS entitled *Building Capacity for Transformation* and requested that CMS provide Medicaid



Exhibit A- Amendment #1

funding to support this transformation through certain Designated State Health Programs (DSHPs). CMS has reviewed the initial application and asked New Hampshire to amend their application to include a transformation design, consistent with the requirements of Section 1115; CMS has also advised that the State may not include State funding for individuals in prison or in institutes of mental disease among its DSHPs. Budget neutrality may also have to be revisited.

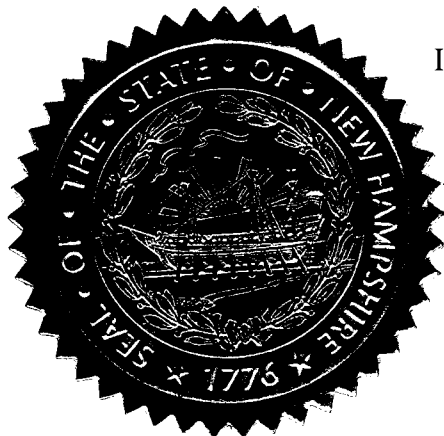
2.15.1 Between mid-September and mid-January, the Contractor will work with New Hampshire officials and their consultants at Deloitte to amend the 1115 Waiver application, including developing a transformation design (development, transition and maintenance) focused on Medicaid beneficiaries with co-morbid physical and behavioral health challenges, and identifying mechanisms by which Medicaid funds may be invested in the transformation. The Contractor will take the lead in preparing the amended application, with assistance from the Department, other designated New Hampshire Officials and Deloitte. The Contractor will also facilitate discussion with CMS with respect to the required amendments.

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that a notice of registration to transact business in this state was filed by Manatt, Phelps & Phillips, LLP, a California registered limited liability partnership, on March 7, 2014. I further certify that all fees required by the Secretary of State's office have been paid.



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 September, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

October 3, 2014

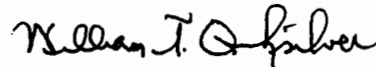
New Hampshire Department of Health and Human Services
129 Pleasant Street
Concord, New Hampshire 03301

Re: Confirmation of Authority to Bind Limited Liability Partnership

To Whom it May Concern:

As the Chief Executive Officer and Managing Partner of Manatt, Phelps & Phillips, LLP, a California limited liability partnership (the "Firm"), I hereby confirm that Deborah Bachrach is an Equity Partner of the Firm and is authorized to bind the Firm to contracts for the engagement of the Firm. I understand that the State of New Hampshire will rely on this Confirmation as evidence of Deborah Bachrach's authority to so bind the Firm.

Sincerely,



William T. Quicksilver

WTQ:cmr

313085028.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Rubin Group Inc 111 John Street Suite 1900 New York NY 10038	CONTACT NAME: Jennifer Lauria PHONE (A/C, No, Ext): (212) 791-4300 FAX (A/C, No): (212) 791-0456 E-MAIL ADDRESS: jlauria@therubingroup.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Manatt Phelps & Phillips Attn: Richard W. Adam, Esq. 11355 West Olympic Blvd Los Angeles CA 90064	INSURER A: Great Northern Insurance Co.	NAIC # 20303
	INSURER B: Federal Insurance Company	20281
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 GL, Auto, Umb 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		3581-49-86	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			73522080	5/1/2014	5/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			7983-26-33	5/1/2014	5/1/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	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 Jennifer Lauria/LUIS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2014

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Insurance Services Inc. License Number 0757776 PO Box 20005 Encino CA 91416-0005	CONTACT NAME: Katrine Minasyan PHONE (A/C No. Ext): (818) 257-7400 E-MAIL ADDRESS: katrine.minasyan@hubinternational.com	FAX (A/C No): (818) 257-7450
	INSURER(S) AFFORDING COVERAGE	
INSURED MANATT, PHELPS & PHILLIPS, LLP 11355 W OLYMPIC BLVD LOS ANGELES CA 90064-1614	INSURER A: Hartford Accident and Indemnity	NAIC # 22537
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

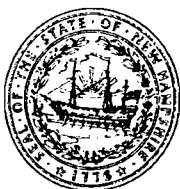
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WEJX8445	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	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 J Pfaffenberger/JPF

27A MTT



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner
Medicaid Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 20, 2014

SOLE SOURCE
50% Federal funds
50% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** agreement with Manatt Phelps and Phillips, LLP of New York, NY, to provide professional services to assist in the development and implementation of a mandatory Health Insurance Premium Program and a Premium Assistance Program under the New Hampshire Health Protection Act in an amount not to exceed \$1,675,000 from the date of Governor and Executive Council approval, through March 31, 2015.

Funds to support this request are available in the following account for State Fiscal Year 2014, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

**05-95-47-470010-79370000-500731 HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID & BUS
PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION**

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2014	102-500731	47000106	Contracts-Prog Services	\$418,749
2015	102-500731	47000106	Contracts-Prog Services	\$1,256,251
			Total:	\$1,675,000

EXPLANATION

The purpose of this Request is to enter into a **sole source** agreement with the Contractor to provide professional services to assist in the development and implementation of specific programs under the New Hampshire Health Protection Act, including a mandatory Health Insurance Premium Program (HIPP) for newly eligible persons with access to private employer-sponsored health insurance plans and a Premium Assistance Program (PA) for coverage of newly eligible persons in Qualified Health Plans (QHPs) in the federal marketplace in the New Hampshire. The Department requires assistance in the design, development and approval process for state plan amendments and waivers from the Centers of Medicare and Medicaid Services (CMS) for the implementation of the mandatory HIPP, and the PA programs as established under the New Hampshire Health Protection Act, 2014 Laws Chapter ____ (SB 413) in order to obtain 100% federal funding under the Patient Protection and Affordable Care Act for health care coverage of newly eligible persons in New Hampshire. 2014 Laws Chapter ____ (SB 413) specifically authorizes the Department to sole source any contract necessary for design, development and implementation of the New Hampshire Health Protection Act.

The Contractor will provide policy, legal, operations and technical services to support the New Hampshire Department of Health and Human Services in developing and implementing the mandatory HIPP and PA programs for the newly eligible.

More specifically, the Contractor will provide project management services, including developing and managing a work plan and timeline, tracking open issues, and driving and documenting decision making among New Hampshire leadership related to premium assistance program development and implementation and continuity with marketplace coverage.

The Contractor will collaborate with New Hampshire's actuarial consultant to assist the agency in developing benefit and cost-sharing designs to align qualified health plans purchased through premium assistance with Medicaid and the federal Marketplace requirements.

The Contractor will provide policy, legal, operations, and technical support to assist the agency in operations and implementation planning that will include developing certification requirements for qualified health plans specific to a Medicaid premium assistance model, developing network adequacy requirements for qualified health plans that align with Medicaid and the federal Marketplace requirements, engaging issuers, developing an approach to ensure applicability of the federal market stabilization programs, establishing a methodology and process to effectuate cost-sharing reduction payments, designing a process to effectuate Medicaid payment of QHP premium, developing an approach to transition enrollees from private Medicaid managed care plans to qualified health plans, providing business and technical support to assist the Department in designing a consumer plan selection process and developing technical specifications for a plan shopping and enrollment portal with respect to premium assistance enrollees, developing the premium assistance auto-assignment methodology, devising a process to identify medically frail consumers and to enable such individuals to opt out of premium assistance, developing an approach to eligibility and coverage issues unique to pregnant women and developing an approach to medical necessity appeals that complies and aligns with Medicaid and federal Marketplace requirements.

The Contractor will assist the Department in preparing, submitting, and securing approval of all state plan amendments and waivers needed to implement the continuity of coverage model.

The Contractor will support stakeholder engagement, as required under the public notice requirements related to Medicaid waivers under Section 1115 of the Social Security Act.

The Contractor will develop memoranda of understanding between the Department, the New Hampshire Department of Insurance and the insurers offering Qualified Health Plan on the federal marketplace in order to implement the premium assistance model.

The Contractor will provide consultation to the State on the development of a 1115 payment and delivery system reform waiver and with respect to the methodologies for establishment of provider rates for the Voluntary Bridge to Marketplace and the Premium Assistance programs. The Voluntary Bridge to Marketplace Program, established under the New Hampshire Health Protection Act, provides for medical services to newly eligible persons who do not have access to employer sponsored health insurance through private managed care organizations under contract with the Department in the period from July 1, 2014 to the beginning of coverage under the Premium Assistance Program on January 1, 2016. The New Hampshire Health Protection Act provides for the establishment of provider rates for the Voluntary Bridge to Marketplace Program and the PA program that will ensure access to medical services for the newly eligible.

Obtaining highly qualified professional assistance in formulating the state plan amendments and waivers necessary for the HIPP and PA and associated work is critical to meeting the requirements of the New Hampshire Health Protection Act and in order to provide health coverage and enhance the financial stability of tens of thousands of low-income New Hampshire citizens beginning on July 1,

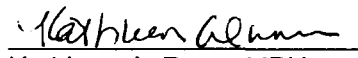
2014. The Contractor is one of only a very few firms nationwide with the experience and qualifications to provide the assistance needed to the Department and the State of New Hampshire. Manatt Phelps Philips, LLP and its subsidiary, Manatt Health Solutions successfully obtained waivers and other approval from CMS for the Premium Assistance Program in Arkansas in 2013. The Department retained Manatt in 2012 for advice in obtaining approval from CMS for a number of Medicaid state plan amendments.

Area Served: Statewide

Source of Funds: 50% General, 50% Federal Funds

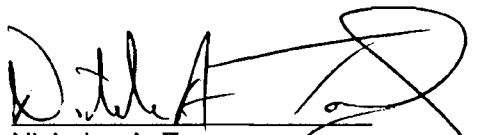
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,


Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director


Jeffrey A. Meyers
Director, Intergovernmental Affairs

Approved by:


Nicholas A. Toumpas
Commissioner

Subject: Development and Implementation of Medicaid Premium Assistance in the New Hampshire Marketplace

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	
1.3 Contractor Name Manatt Phelps and Phillips, LLP		1.4 Contractor Address Seven Times Square New York, NY 10036	
1.5 Contractor Phone Number 212-790-4594	1.6 Account Number 05-95-47-470010-79370000-500731	1.7 Completion Date March 31, 2015	1.8 Price Limitation \$1,675,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Deborah Buchrach</i>		1.12 Name and Title of Contractor Signatory <i>Deborah Buchrach, Partner</i>	
1.13 Acknowledgement: State of <u>NY</u> , County of <u>NY</u> On <u>3/17/14</u> , 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 or Justice of the Peace [Seal] <i>Mariannella Santiago</i>		MARIANELLA SANTIAGO NOTARY PUBLIC-STATE OF NEW YORK No. 01SA4991173 Qualified in Bronx County	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Mariannella Santiago</i>		My Commission Expires January 27, 20 <u>18</u>	
1.14 State Agency Signature <i>Kathleen Dunn</i>		1.15 Name and Title of State Agency Signatory Kathleen A. Dunn, Associate Commissioner	
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) By: <i>Rosemary...</i> On: <u>3-18-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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-c 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. 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.

Contractor Initials:

Date:


3/17/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials: DB
Date: 3/17/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.



Exhibit A

Scope of Services

1. Provisions Applicable To All Services

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.

1.1 Conditional Nature of Contract

This Contract is contingent upon the enactment into law of State of New Hampshire Senate Bill 413 (SB 413), the New Hampshire Health Protection Program.

2. General Scope of Services

The Contractor will provide policy, legal, operations and technical services to support the Department in developing and implementing Medicaid premium assistance in the New Hampshire marketplace. Services will include but not be limited to provision of:

2.1 Project Management

The Contractor will provide project management, including developing and managing a work plan and timeline, tracking open issues, and driving and documenting decision making among New Hampshire leadership related to premium assistance program development and implementation and continuity with marketplace coverage. Specific project management activities include the following:

- 2.1.1 Reviewing work plan with agency leadership.
- 2.1.2 Scheduling, developing agendas for, and facilitating agency leadership calls once per week to develop recommendations regarding key policy issues.
- 2.1.3 Scheduling, developing agendas for, and facilitating calls with CMS once per week or as needed to discuss and resolve open issues.
- 2.1.4 Scheduling, developing agendas for, and facilitating operational issues calls once per week to develop proposed approaches to resolving key operational issues.

2.2 Benefit and Cost-Sharing Design

The Contractor will collaborate with New Hampshire's actuarial consultant to assist the Department in developing benefit and cost-sharing designs to align qualified health plans purchased through premium assistance with Medicaid and New Hampshire Marketplace requirements. Specific tasks include the following:

- 2.2.1 Finalizing the design of a benefit package that complies with requirements applicable to both qualified health plans and the Medicaid alternative benefit plan (ABP) that must be offered to the new adult

DB

3/17/14



Exhibit A

population under the Affordable Care Act, including identifying any services that must be covered under the ABP but would not be covered under a qualified health plan.

2.2.2 Developing an approach to provide access to Medicaid benefits required under the ABP but not covered under a qualified health plan.

2.2.3 Constructing a cost-sharing design that complies with Medicaid and New Hampshire Marketplace requirements, including amount of cost-sharing per service and tracking of cost sharing for individuals and households in premium assistance.

2.3 Operations and Implementation Planning

The Contractor will provide policy, legal, operations, and technical support to assist the Department in operations and implementation planning. Specific tasks include the following:

2.3.1 Plan Management/Medicaid Cross-Walk

2.3.1.1 Developing certification requirements for qualified health plans specific to a Medicaid premium assistance model, including requirements related to coverage appeals and reporting.

2.3.1.2 Developing network adequacy requirements for qualified health plans that align with Medicaid and New Hampshire Marketplace requirements, including with respect to FQHCs and DSH hospitals.

2.3.1.3 Engaging issuers, including responding to issuer questions and soliciting feedback on proposed approaches and drafting FAQs and other required written information with respect to Medicaid coverage of QHPs for some or all new adults.

2.3.2 Financial Management

2.3.2.1 Developing an approach to ensure applicability of the federal market stabilization programs—the “3Rs”

2.3.2.1 Establishing a methodology and process to effectuate cost-sharing reduction payments to issuers to align with federal processes or developing an alternative approach to ensure cost-sharing with respect to premium assistance enrollees complies with federal Medicaid rules.

2.3.2.2 Designing a process to effectuate Medicaid payment of QHP premiums.



Exhibit A

- 2.3.3 Eligibility and Enrollment for Medicaid Premium Assistance**
 - 2.3.3.1 Developing an approach to transition enrollees from Medicaid managed care plans to qualified health plans.
 - 2.3.3.2 Providing business and technical support to assist the agency in designing a consumer plan selection process and developing technical specifications for a plan shopping and enrollment portal with respect to premium assistance enrollees.
 - 2.3.3.3 Developing the premium assistance auto-assignment methodology.
 - 2.3.3.4 Devising a process to identify medically frail consumers and to enable such individuals to opt out of premium assistance.
 - 2.3.3.5 Developing an approach to eligibility and coverage issues unique to pregnant women.
- 2.3.4 Appeals**
 - 2.3.4.1 Developing an approach to medical necessity appeals that complies and aligns with Medicaid and New Hampshire Marketplace requirements.

2.4 State Plan Amendments and Waivers Related to Premium Assistance

The Contractor will assist the Department in preparing, submitting, and securing approval of all state plan amendments and waivers needed to implement the continuity of coverage model. Specific tasks include the following:

- 2.4.1 Developing draft of an 1115 waiver to implement mandatory premium assistance in the individual market (QHPs).
- 2.4.2 Revising draft of waiver to reflect agency input and public comments, as necessary.
- 2.4.3 Assisting agency staff in submitting waiver.
- 2.4.4 Assisting agency staff in negotiating special terms and conditions for waiver with CMS.
- 2.4.5 Drafting, revising, assisting the agency in submitting, and facilitating discussions with CMS regarding state plan amendments needed to implement the waiver, including state plan amendments establishing and defining the ABP and imposing cost-sharing.



Exhibit A

- 2.4.6 Continue to facilitate conversations with CMS regarding a state plan amendment to revise the HIPP program and make it mandatory, expanding on work initiated in March.
- 2.4.7 Drafting required notices related to premium assistance program eligibility and enrollment and establishing obligations of QHPs with respect to noticing.

2.5 Stakeholder Engagement

The Contract will support stakeholder engagement, as required under the public notice requirements related to Medicaid waivers under Section 1115 of the Social Security Act. To facilitate stakeholder engagement, the Contractor will undertake the following:

- 2.5.1 Developing materials for stakeholder meetings to describe and seek feedback on the proposed Medicaid expansion model.
- 2.5.2 Supporting the Department in complying with the public notice and hearing process required for Medicaid waivers under Section 1115 of the Social Security Act.

2.6 Development of Memoranda of Understanding

The Contractor will develop memoranda of understanding needed to implement the premium assistance model. As part of this process, the Contractor will develop initial drafts, solicit feedback from stakeholders, and revise drafts to incorporate feedback. The Contractor will develop the following memoranda of understanding:

- 2.6.1 A memorandum of understanding among the Department of Health and Human Services, the Insurance Department and the Marketplace (if applicable), and issuers to define the issuers' obligations and describe the enrollment and payment processes in the premium assistance program.
- 2.6.2 A memorandum of understanding among the Department of Health and Human Services, the Insurance Department and the Marketplace (if applicable) to define the responsibilities of each agency and establish a methodology to allocate costs among the agencies with respect to the premium assistance program.

2.7 Consultation on 1115 Payment and Delivery System Reform Waiver

- 2.7.1 The Contractor will provide consultation to the Department and its contractor with respect to the development of this waiver.

2.8 Provision for Contract Extension

- 2.8.1 The Department reserves the right to extend this contract by mutual agreement of both parties and approval of the Governor and Executive Council for up to three additional months.

DB

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Exhibit B

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with contract requirements.

Payment for said services shall be made as follows:

The Contractor will submit an invoice monthly supported by a detailed description of the work performed during the month consistent with Exhibit A, Scope of Services.

The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

Invoice must be submitted to:

Athena Gagnon, Senior Medicaid Financial Manager, OMBP
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
Email: AGagnon@dhhs.state.nh.us

Notwithstanding paragraph 18 of the P-37, an amendment limited to transfer the funds within the budget and within the price limitation, can 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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NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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 applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. 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.

7. 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.

8. 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials: DB
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8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. 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.

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.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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 the Department shall disallow any expenses claimed by the Contractor 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.

14. 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:

14.1 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.

15. 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 or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

Contractor Initials: DB

Date: 3/17/14

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

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.

DEPARTMENT: NH Department of Health and Human Services.

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 to be provided to eligible individuals 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.

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.

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 the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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 affected 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.

2. Subparagraph 10 of the General Provisions of this contract, 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.

3. Subparagraph 10 of Standard Exhibit C, Special Provisions of this contract is deleted and the following subparagraph is added:
 10. **Audit: Reserved.**

DB

3/17/14

New Hampshire Department of Health and Human Services
Exhibit C-1



4. Subparagraphs 12, 12.1, and 12.2 of Standard Exhibit C, Special Provisions of this contract is deleted and the following subparagraphs are added:

12. Reports: Fiscal and Statistical: Reserved
12.1 Interim Financial Reports: Reserved
12.2 Final Report: Reserved

5. Under this Agreement, the Contractor represents the New Hampshire Department of Health and Human Services only and no other agency or instrumentality of the State. The Contractor represents other clients in legal matters involving the State. Specifically, Contractor represents Sirius XM Radio Inc. ("Sirius") in connection with state and local regulatory matters, including in a multi-state investigation on marketing practices. Contractor also represents Seedco Financial Services ("Seedco") in connection with New Markets Tax Credit financing transactions, including in a transaction for a biomass power plant in Berlin, New Hampshire. The Department acknowledges that these matters are unrelated to Contractor's work for the Department and do not present conflicts. The Department consents to the Contractor continuing to represent Sirius and Seedco and other clients involving the State in matters unrelated to the Department, while Contractor represents the Department under this agreement.

DB

3/17/14



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES 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

New Hampshire Department of Health and Human Services
Exhibit D



- 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.

3/17/14
Date

Contractor Name:
Deborah Bachrach
Name: Deborah Bachrach
Title: Partner

3/17/14
DB



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, 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.

Contractor Name:

3/17/14
Date

Deborah Bachrach
Name: Deborah Bachrach
Title: Partner

DB
Date 3/17/14



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this 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



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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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.

Contractor Name:

3/17/14
Date

Deborah Bachrach
Name: Deborah Bachrach
Title: 3/17/14

DB
Date 3/17/14



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3/17/14
Date

Contractor Name:

Deborah Bachrach

Name: Deborah Bachrach

Title: 3/17/14

Contractor Initials DB
Date 3/17/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

3/17/14
Date

Deborah Bachrach
Name: Deborah Bachrach
Title: Partner

Contractor Initials DB
Date 3/17/14

New Hampshire Department of Health and Human Services
Exhibit I



RESERVED

Exhibit I - RESERVED

Contractor Initials

Handwritten initials, possibly "DB", written in black ink.

Date

3/17/14



**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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/17/14
Date

Deborah Bachrach
Name: Deborah Bachrach
Title: Partner

Contractor Initials DB
Date 3/17/14



FORM A

As the Contractor 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: 07-189-4505
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: _____

DB
9/17/14