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

Jeffrey A. Meyers
Commissioner

Henry D. Lipman
Interim Director

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

December 14, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Medicaid Services, to enter into an agreement with Manatt, Phelps and Phillips, LLP (Manatt), Vendor #225912, at 7 Times Square, New York, New York, 10036, in an amount not to exceed \$750,000, to provide professional technical assistance and consulting services to the Department for the effective development of a Request for Proposals for the re-procurement of the State's Medicaid Care Management program, effective upon the date of Governor and Executive Council approval through June 30, 2019. Funds are 50% Federal Funds and 50% General Funds.

Funds are available in the following account in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-47-470010-79370000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS, OFC OF MEDICAID & BUS PLCY, MEDICAID ADMINISTRATION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2018	102/500731	Contracts for Program Svcs	47000021	\$600,000
SFY 2019	102/500731	Contracts for Program Svcs	47000021	\$150,000
			Total	\$750,000

EXPLANATION

Approval of this Agreement will allow the Contractor to provide professional technical assistance and consulting services to the Department of Health and Human Services on an effective development of a Request for Proposals for the re-procurement of the State's Medicaid Care Management program. Specifically, the contractor will: 1.) collect information from internal and external sources to inform the re-procurement process, Request for Proposals, and model contract language; 2.) assist the Department in establishing requirements for Managed Long Term Supports and Services into the Request for Proposals and model contract; 3.) recommend alternative payment structures for Care Management; 4.) draft, for Department's input and approval, the Request for Proposals and model contract to reflect the states priorities and goals, 5.) steward the Request for Proposals to release providing the Department with critical stakeholder and bidder support, and 6.) provide a recommended approach for the data driven oversight of the selected Managed Care Organizations (MCOs).

Manatt, in partnership with Leavitt Partners as a subcontractor for this engagement, is uniquely qualified to support New Hampshire in its Medicaid managed care procurement because it combines existing knowledge of the state's Medicaid program and delivery system goals as well as a strong track record of working with the Department on Medicaid expansion and the Building Capacity for Transformation 1115 waiver. Manatt also has extensive experience in overseeing and advising other states on Medicaid managed care procurements, a strong record for outcome driven stakeholder engagement, and detailed working knowledge of the final Medicaid Managed Care Final Rule including the expansion of alternative payment models.

The Department is well poised with assistance from Manatt to advance and institutionalize its evolving managed care objectives and broader delivery system reform goals. Manatt, in partnership with Leavitt, will bring the right combination of skills and experience to support New Hampshire through a successful, outcome driven and fiscally responsible, re-procurement.

This Contract was competitively bid. The Department published a request for proposals for Professional Technical Assistance and Consulting Services for Managed Care Procurement (RFP-2018-OMS-05-PROFE) on its web site from October 13, 2017 through November 8, 2017. The Department received four proposals. The proposals were evaluated based upon the criteria published in the Request for Proposals by a team of individuals with program specific knowledge and expertise. The Department selected Manatt, Phelps and Phillips, LLC, to provide these services. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, the Department may be unable to meet the legislative requirement of SB155 to re-procure contracts with vendors to administer the Medicaid Care Management program, with a program start date of July 1, 2019.

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

Phase 1 -- The completion of a detailed work plan agreed to by the state, threshold decisions made for the drafting of the Request for Proposals and the preparation of the model contract.

Phase 2 – Comprehensive draft of the Request for Proposals and model contract reviewed by Department senior management, draft Request for Proposals issued to the public for comment, and bidder information issued to help bidders assess whether they will bid.

Phase 3 – Assist with compilation of public comments and final draft of Request for Proposals and model contract. Prepare internal review team on scoring methodology, best practices for reviewing MCO submissions, and provide Department with written recommendations for post-scoring negotiation considerations to inform awards.

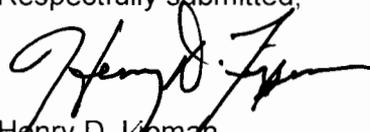
Phase 4 – Delivery of a recommendation for an on-going data driven approach for monitoring and optimizing MCO performance. Manatt must also deliver a plan for the transition to selected MCOs on July 1, 2019 focusing on ease of transition to enrollees for the two incumbent MCOs into any new plans (as necessary). Manatt will also assist the Department in securing Centers for Medicare and Medicaid Services (CMS) approval of the contract with the MCOs.

Area served: Statewide.

Source of Funds 50% General Funds and 50% Federal Funds from the United States Department of Health and Human Services Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid Title XIX, Catalog of Federal Domestic Assistance (CFDA) #93.778.

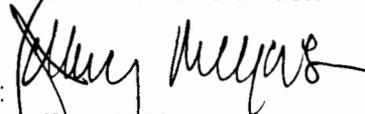
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Henry D. Lipman
Interim Medicaid Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Professional Technical Assistance and
Consulting Services for Managed Care
Procurement

RFP-2018-OMS-05-PROFE

RFP Name

RFP Number

Bidder Name

1. Bailit Health Purchasing, LLC
2. Manatt, Phelps and Phillips, LLP
3. Navigant Consulting, Inc.
4. Sellers Dorsey

Reviewer Names

1. Katja Fox, Director for Division for Behavioral Health
2. Deborah Scheetz, Director Integrated Hlth Care Reform
3. Andrew Chaisma, Director HealthCare Analytics & Data Systems
4. Henry Lipman, Interim Medicaid Director

Maximum Points	Actual Points
250	143
250	204
250	190
250	160

Subject: Professional Technical Assistance and Consulting Services for Managed Care Procurement (RFP-2018-OMS-05-PROFE)

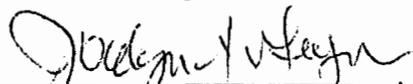
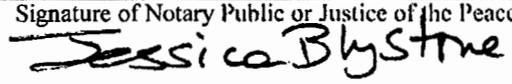
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

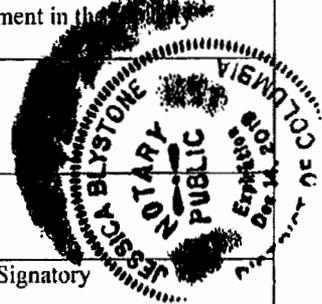
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manatt, Phelps & Phillips, LLP		1.4 Contractor Address 7 Times Square New York, New York 10036	
1.5 Contractor Phone Number 202.585.6501	1.6 Account Number <i>JMS</i> 05-95-47-470010-79370000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$750,000.
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Managing Director	
1.13 Acknowledgement: State of <i>Washington</i> , County of <i>D.C.</i> On <i>December 13, 2017</i> , 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 indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace JESSICA BLYSTONE, Manatt's Notary			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



Subject: Professional Technical Assistance and Consulting Services for Managed Care Procurement (RFP-2018-OMS-05-PROFE)

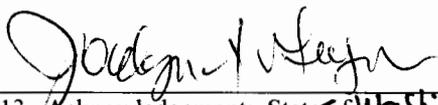
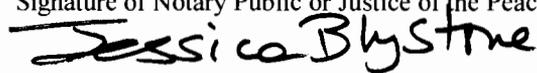
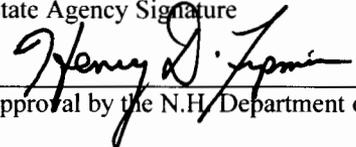
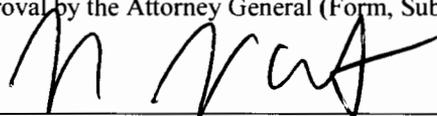
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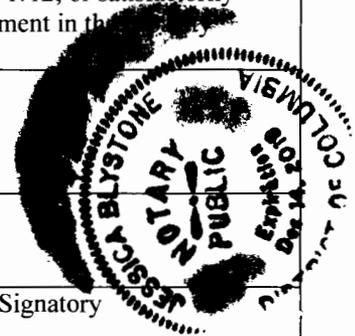
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1.3 Contractor Name Manatt, Phelps & Phillips, LLP		1.4 Contractor Address 7 Times Square New York, New York 10036	
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1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Managing Director	
1.13 Acknowledgement: State of <u>Washington, D.C.</u> , County of On <u>December 13, 2017</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 indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace JESSICA BLYSTONE, Manatts' Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Henry D. Lipman, Interim Medicaid Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>December 14, 2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JAG
Date 12/13/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they shall provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall work under the direction of the Department to develop an effective Request for Proposals for the re-procurement of the State of New Hampshire's Medicaid Managed Care Program in order to be responsive to the needs of the people the program serves. The Contractor agrees to the scope of services in this Agreement to support the Department in achieving the re-procurement objectives as follows:
 - 1.3.1. Explore new Managed Care Organization business model options that would encourage market entry, as well as further motivate incumbent contractors and ensure a competitive procurement;
 - 1.3.2. Facilitate the State's integration of Long Term Services and Supports into Medicaid managed care, in partnership with the State's Long Term Services and Supports Contractor and actuaries, while accounting for and being responsive to stakeholder interests;
 - 1.3.3. Leverage the re-procurement to increase Managed Care Organizations' adoption of value-based purchasing arrangements to meet State goals (at least 50 percent of Medicaid provider payments using Alternative Payment Methods by the year 2020) and aligning the role of Managed Care Organizations to support Delivery System Reform Incentive Payment Program waiver objectives; and
 - 1.3.4. Ensure that re-procured Managed Care Organizations' contracts result in the Department receiving the core performance data and information needed to effectively and efficiently oversee and optimize ongoing Managed Care Organizations performance.
- 1.4. The Contractor agrees to the scope of services in this Agreement in order to ensure a contract or contract(s) for services resulting from the re-procurement in Section 1.3 is effective July 1, 2019 to ensure continuation of the Medicaid Managed Care Program.



Exhibit A

- 1.5. The Contractor shall comply with the State's procurement laws, rules, and requirements as applicable to this re-procurement.
- 1.6. The Contractor agrees that business days in this Agreement means the days of Monday through Friday, and do not include State observed holidays and weekends (Saturday and Sunday). State Holiday schedule may be found at: <http://das.nh.gov/hr/index.html>

2. Scope of Services

2.1. Evaluation and Recommendation (Phase 1: Contract Effective Date through February 2018)

2.1.1. The Contractor shall review the current New Hampshire Medicaid Managed Care program, contracts and amendments, and associated documents, including the previous procurement process utilized by the Department. The Contractor shall ensure review of multiple documents, including but not limited to:

- 2.1.1.1. The current contracts between the Department and MCOs;
- 2.1.1.2. Materials associated with the previous procurement process, including the RFP and bid materials;
- 2.1.1.3. Special Terms and Conditions for the 1115 Building Capacity for Transformation Waiver;
- 2.1.1.4. New Hampshire's APM Roadmap;
- 2.1.1.5. Materials from the SB 553 working group or produced by Navigant as part of its work for the State as the LTSS contractor;
- 2.1.1.6. Materials describing New Hampshire's current approach to monitoring and overseeing Medicaid managed care, including staffing and job descriptions;
- 2.1.1.7. MCO performance data;
- 2.1.1.8. New Hampshire Healthy Families and Well Sense Health Plan's websites and resources that are available for members and providers;
- 2.1.1.9. Member resources, including enrollment packets, FAQs, guides as well as sample notices; and
- 2.1.1.10. Provider resources including, but not limited to, provider communications and training and education modules.

2.1.2. The Contractor shall complete a review of relevant agreements with other states, and the previous procurement process to ascertain and inform best practices.



Exhibit A

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- 2.1.3. The Contractor shall review other models of service delivery and payment reform, performance metrics, care coordination and chronic disease management as well as other issues identified by the Department.
 - 2.1.4. The Contractor shall deliver a written and electronic report and in-person review of the report to the Department outlining the findings and recommendations that resulted from the assessments in sections 2.1.1 through 2.1.3 in order to strengthen and improve the Department's oversight of current contracts and the future re-procurement process. The Contractor shall ensure the report and review includes, but is not limited to:
 - 2.1.4.1. Identification of enhancements to the managed care re-procurement and plan oversight;
 - 2.1.4.2. Suggested improvements to the re-procurement process to maximize bidder interest and increase competition, Development of effective contracting mechanisms;
 - 2.1.4.3. Advancement of the State's managed care objectives to ensure plans are engaged in:
 - 2.1.4.3.1. Effectively managing enrollee care.
 - 2.1.4.3.2. Improving health outcomes under an Alternative Payment Arrangement; and
 - 2.1.4.4. Inclusion of Long Term Supports and Services into managed care.
 - 2.1.5. The Contractor shall make recommendations that comply with federal and state requirements including, but not limited to, the Centers for Medicare and Medicaid (CMS) Medicaid Managed Care Final Rule and the State's Special Terms and Conditions for the 1115 Building Capacity for Transformation Waiver.
 - 2.2. **Center for Medicare and Medicaid Services (CMS) Medicaid Managed Care Final Rule (Phase 1: Contract Effective Date through February 2018)**
 - 2.2.1. The Contractor shall review requirements of the Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule (CMS 2390-F) published by CMS in the Federal Register on May 6, 2016.
 - 2.2.2. The Contractor shall advise the Department of new requirements published by CMS to ensure requirements are incorporated into the Request for Proposals for program re-procurement.



Exhibit A

- 2.2.3. The Contractor shall provide a summary of Medicaid managed care regulations and a review of the federal requirements during a series of working sessions organized around key decisions the Department faces. The Contractor shall include key elements of the Medicaid Managed Care rule including but not limited to:
- 2.2.3.1. Use of Medical Loss Ratio (MLR)
 - 2.2.3.2. Actuarial Soundness and Rate Setting
 - 2.2.3.3. Payment
 - 2.2.3.4. Use of incentive payments and withhold arrangements
 - 2.2.3.5. Network Adequacy
 - 2.2.3.6. State-Directed Provider Payments
 - 2.2.3.7. Pass-Through Payments
 - 2.2.3.8. State Monitoring of Plans
 - 2.2.3.9. Encounter Data
 - 2.2.3.10. Program Integrity
 - 2.2.3.11. Long term services and supports
 - 2.2.3.12. Transparency
- 2.2.4. The Contractor shall assist the Department with the developing, drafting, and completing any modifications or new requirements for procurement that are necessary, based on the CMS Final Rule.
- 2.3. **National Landscape Assessment (Phase 1: Contract Effective Date through February 2018)**
- 2.3.1. The Contractor shall research and analyze other states' experiences in Medicaid managed care programs and delivery systems with features that include, but are not limited to, Alternative Payment Models (APMs), Value Based Purchasing, optimizing performance, and transition planning/requirements. The Contractor shall address topics that include, but are not limited to:
- 2.3.1.1. General approaches to Medicaid managed care procurement, including procurement and negotiating strategies for increasing MCO interest in a state's market;
 - 2.3.1.2. Contract provisions and related financial incentives for ensuring MCOs address:
 - 2.3.1.2.1. Integration of physical and behavioral health;



Exhibit A

- 2.3.1.2.2. Integration of LTSS;
- 2.3.1.2.3. Care management;
- 2.3.1.2.4. Social factors that affect health;
- 2.3.1.2.5. Minimizing and treating substance use disorders;
- 2.3.1.2.6. Other key issues to be determined by Department.
- 2.3.1.3. Use of withholding and/or providing incentive payments to support a state's goals, including contract language and how states monitor, administer and pay out such financial incentives;
- 2.3.1.4. Use of APMs (additional detail in narrative below);
- 2.3.1.5. Quality measurement and strategy, including obtaining current and accurate data from MCOs as described in Section 2.13 Vendor Compliance;
- 2.3.1.6. Actuarially sound rate setting that includes a rate development process in compliance with CMS requirements and approaches to addressing medical loss ratio requirements;
- 2.3.1.7. Stakeholder engagement with respect to beneficiary access to services, quality of services, and MCO programs for improving health and access;
- 2.3.1.8. Approaches to MMC program operations and staffing, including strategies for improving oversight; and
- 2.3.1.9. Other topics of interest, as determined by the Department.
- 2.3.2. The Contractor shall encourage new market entrants based on a national trend for incumbents to generally be awarded new contracts.
- 2.3.3. The Contractor shall deliver a written and electronic report to the Department and an in-person review on the findings and/or recommendations based on Sections 2.3.1 and 2.3.2 and review of best practices/options from other states.
- 2.3.4. The Contract may combine the results and the in-person review from Section 2.1 Evaluation and Recommendation with results and in-person review of Section 2.3 National Landscape Assessment.



2.4. Ad-hoc Consultation and Reporting (Ongoing during contract period)

- 2.4.1. The Contractor shall provide status reports to the Department in accordance with the dates identified in the work plan in Section 3 Project Management.
- 2.4.2. The Contractor shall consult with the Department's Commissioner, Medicaid Director, and Re-procurement Project Team to understand the nature of the solicitation and scope of services being sought in the re-procurement.
- 2.4.3. The Contractor shall maintain an active list of requests and responses to the Department.
- 2.4.4. The Contractor shall respond within twenty-four (24) hours to the Department's requests.
- 2.4.5. The Contractor shall ensure the Department is informed of all emerging issues related to the re-procurement of Managed Care services.

2.5. Development (Phase 2: March 2018 through June 2018)

- 2.5.1. The Contractor shall assist the Department with developing a Request for Proposals. The Contractor's assistance shall include, but not be limited to:
 - 2.5.1.1. A project implementation timeline.
 - 2.5.1.2. Components that include, but are not limited to:
 - 2.5.1.2.1. Identification of potential critical paths.
 - 2.5.1.2.2. An outline of RFP requirements, and optional required elements.
 - 2.5.1.2.3. Drafts of key RFP Sections,
 - 2.5.1.2.4. A reusable Power Point slide deck to communicate the re-procurement process to internal and external stakeholders, which may include but are not limited to elected officials; Governor's office; providers; consumers; families; and other essential persons.
 - 2.5.1.2.5. The Contractor shall submit the Power Point slide deck to the Department for approval prior to utilizing the slide deck in any stakeholder engagements.
- 2.5.2. The Contractor shall facilitate a series of working sessions with the Department's re-procurement team that address:



Exhibit A

- 2.5.2.1. Issues requiring decision making.
- 2.5.2.2. Review of federal regulations.
- 2.5.2.3. Review how other states approached these or similar issues.
- 2.5.3. The Contractor shall document and include Departmental decisions in the development of the draft the Request for Proposals.
- 2.5.4. The Contractor shall ensure all documents are available to the Department in a Microsoft Office product such as Word or Excel.
- 2.6. **RFP Implementation Plan (Phase 2: March 2018 through June 2018)**
 - 2.6.1. The Contractor shall collaborate with the Department to deliver an RFP Implementation work plan for the Request for Proposals with a master timeline within thirty (30) days of the contract effective date that includes, but is not limited to:
 - 2.6.1.1. Procurement development,
 - 2.6.1.2. Procurement issuance,
 - 2.6.1.3. Response deadline,
 - 2.6.1.4. Review timeline,
 - 2.6.1.5. Award date, and
 - 2.6.1.6. Program start date.
 - 2.6.2. The Contractor shall submit the final RFP Implementation Plan within fourteen (14) days from the dates in Section 2.6.1 for Department approval.
 - 2.6.3. The Contractor shall allow time, as defined by the Department, for the Department to review any draft and final version of the Request for Proposals.
 - 2.6.4. The Contractor shall seek approvals, as defined by the Department, during the development of the Request for Proposals.
 - 2.6.5. The Contractor shall ensure the RFP Implementation Plan includes a potential challenges/risks and respective contingency plans, as approved by the Department, which may include, but is not limited to:
 - 2.6.5.1. Changes in Medicaid Managed Care rules and guidance or changes to Medicaid under new Federal Administration.
 - 2.6.5.2. The ACA Marketplace subsidies being reduced or eliminated.



Exhibit A

- 2.6.5.3. Enhanced expansion funding phased out.
 - 2.6.5.4. Formal State review taking longer than anticipated prior to the released of the RFP.
 - 2.6.5.5. Too few bidders respond to the RFP than desired.
 - 2.6.5.6. Proposals received from bidders are subpar.
 - 2.6.5.7. Individuals responsible for reviewing proposals disagree on finalist.
- 2.7. Guidance and Consultation with Actuarial Contractor and Managed Long Term Services and Supports Consultant (Phase 2: March 2018 through June 2018)**
- 2.7.1. The Contractor shall provide guidance to the Department on data gathering and analysis to inform the RFP content.
 - 2.7.2. The Contractor shall work in consultation with the Department's actuarial and Managed Long Term Supports and Services (MLTSS) contractor, as necessary and determined by the Department.
 - 2.7.3. The Contactor shall work with the Department's MLTSS contractor to ensure contractual requirements for Medicaid Care Management plans include internal capabilities and expertise to serve individuals with LTSS needs, which include but are not limited to:
 - 2.7.3.1. LTSS beneficiary and provider protections around care management and financial models
 - 2.7.3.2. Plan enrollment and disenrollment processes.
 - 2.7.3.3. Continuity of care policies.
 - 2.7.3.4. Utilization management.
 - 2.7.3.5. Network adequacy standards.
 - 2.7.3.6. Provider credentialing and contracting process.
 - 2.7.3.7. Information technology systems.
 - 2.7.3.8. Grievance and appeals rules.
 - 2.7.3.9. Quality measurement and reporting.
 - 2.7.4. The Contractor shall work with the Department's actuarial contractor to ensure a successful re-procurement by collaborating on but are not limited to:
 - 2.7.4.1. Rate setting methodology including risk adjustment.
 - 2.7.4.2. Approach to rate setting.
 - 2.7.4.3. Financial reporting requirements.



Exhibit A

- 2.7.4.4. Encounter reporting.
- 2.7.4.5. MLR definition and rebating.
- 2.7.4.6. Compliance with federal regulations.
- 2.7.4.7. Quality incentives and withholds.
- 2.7.4.8. High cost drugs.
- 2.7.4.9. High need populations.
- 2.7.4.10. Hospital sub-payment or upper payment limit (UPL) issues, as needed.
- 2.7.5. The Contractor may, with direction from the Department, be requested to make recommendations relative to rate setting for the RFP and modifications to select waivers.
- 2.7.6. The Contractor shall review and comment on actuarial and MLTSS recommendations and provide same to the Department.
- 2.8. **Guidance and Consultation with Alternative Payment Model Technical Assistance(On going during the Contract Period)**
 - 2.8.1. The Contractor shall work with the APM technical assistance on the Request for Proposals constructs and details.
 - 2.8.2. The Contractor shall make recommendations on the RFP content as it relates to terms and payment structure to incentivize MCO vendors to reduce costs through APMs.
 - 2.8.3. The Contractor shall provide the Department with integration of Innovation Accelerator Program aimed at promoting integration on physical and behavioral health in the Medicaid Managed care programs.
- 2.9. **RFP Internal Draft and Model Contract Development(Phase 2: March 2018 through June 2018)**
 - 2.9.1. The Contractor shall submit an RFP outline to the Department that is based on the Department's RFP template, which shall include, but is not limited to:
 - 2.9.1.1. Introduction.
 - 2.9.1.2. Background and Required Services.
 - 2.9.1.3. Statement of Work.
 - 2.9.1.4. RFP Evaluation.
 - 2.9.1.5. Proposal Process.
 - 2.9.1.6. Proposal Outline and Requirements.



Exhibit A

- 2.9.1.7. Finance.
- 2.9.1.8. Mandatory Business Specification.
- 2.9.1.9. Additional Information and Appendices.
- 2.9.2. The Contractor shall obtain Department approval for all language content in the Request for Proposals, which includes a required review by the State's Attorney General, to ensure a fair and legally sound procurement.
- 2.9.3. The Contractor shall provide written recommendations on evaluation and scoring methods to the Department for review and approval.
- 2.9.4. The Contractor shall provide written recommendations on approaches to review proposals to the Department for review and approval.
- 2.9.5. The Contractor shall draft, in coordination with the Department, a detailed Request for Proposals and model contract for the Department's Re-procurement Project Team review and comments.
- 2.9.6. The Contractor shall make changes to the initial draft Request for Proposals in preparation for public input.
- 2.9.7. The Contractor shall provide follow up drafts that incorporate changes, as requested by the Department.
- 2.9.8. The Contractor shall submit the final draft of the RFP to the Department for final approval.
- 2.10. **Public Comment(Phase 2: March 2018 through June 2018)**
 - 2.10.1. The Contractor shall manage the public comment process on the draft Request for Proposals including, but not limited to, the development of presentation materials to be used for Department approval prior to use.
 - 2.10.2. The Contractor shall provide meeting support for the public comment process in Section 2.10.1 for no more than five (5) meetings, which includes but not limited to:
 - 2.10.2.1. Public Power Point presentation approved by the Department
 - 2.10.2.2. Summary of meeting notes
 - 2.10.2.3. Draft responses to public questions
 - 2.10.3. The Contractor shall summarize public feedback received during the public comment process and make recommendations on how to amend the draft Request for Proposals.



Exhibit A

- 2.10.4. The Contractor shall complete revisions to the draft Request for Proposals based on Department's final determination post public input.
- 2.10.5. The Contractor shall submit a revised Request for Proposals to the Department for review and approval.
- 2.11. RFP Bidding Process (Phase 3: July 2018 through December 2018)**
 - 2.11.1. The Contractor shall assist the Department with the inquiries and questions from bidders, which includes, but is not limited to:
 - 2.11.1.1. Reviewing questions submitted by bidders during the question and answer period of the RFP.
 - 2.11.1.2. Drafting responses to questions submitted by bidders during the question and answer period for Department review and approval.
 - 2.11.1.3. Reviewing and drafting responses to questions submitted by bidders on an ad hoc basis, as needed by the Department.
- 2.12. Review and Negotiation (Phase 3: July 2018 through December 2018)**
 - 2.12.1. The Contractor shall make recommendations for procurement review process, as well as provide the Department with:
 - 2.12.1.1. Written recommendations for negotiation considerations.
 - 2.12.1.2. Written recommendations on techniques specific to new Medicaid managed care contracts with vendors selected from the competitive procurement process.
- 2.13. Vendor Compliance (Phase 4: December 2018 through June 30, 2019)**
 - 2.13.1. The Contractor shall make specific recommendations for optimizing vendor performance including, but not limited to:
 - 2.13.1.1. Contract compliance and oversight processes.
 - 2.13.1.2. Data and information management systems.
 - 2.13.1.3. Training plans.
 - 2.13.1.4. Communication strategies.
 - 2.13.1.5. An operational checklist plan for managed care operations.
 - 2.13.2. The Contractor shall develop specific recommendations for optimizing MCO performance upon contract execution, placing a particular emphasis on creating a data reporting infrastructure that



Exhibit A

- Department staff can use to oversee and evaluate MCO performance.
- 2.13.3. The Contractor shall make recommendations on the types of data to collect, how to compile, validate, aggregate, and analyze the data, and how the MCO is to report the data.
 - 2.13.4. The Contractor shall make recommendations on performance metrics and the priority of the metrics to monitor progress on reaching the state's Medicaid Managed Care goals and objectives, and on the development of a reporting system/dashboard.
 - 2.13.5. The Contractor shall assist the Department as it negotiates final contracts with the selected MCOs and prepares for any transition between the current and selected vendors.
 - 2.13.6. The Contractor shall assist the Department with obtaining CMS approval of the contracts with the MCOs and facilitating the creation of a readiness review protocol for new entrants for existing carriers/contractor implementing MLTSS for clients.
 - 2.13.7. The Contractor shall participate in weekly meetings, as described in Section 3.2.4, below, with the State through the end of the engagement and take on ad hoc technical assistance requests, post engagement, as needed.
 - 2.13.8. The Contractor shall continue to monitor, and keep the Department apprised of, any changes to federal Medicaid managed care regulations.

3. Project Management for the Scope of Services in this Agreement during the Contract Period

- 3.1. The Contractor shall meet with the Department within ten business days of the contract effective date for a kick off meeting in order to, at a minimum:
 - 3.1.1. Determine roles and responsibilities.
 - 3.1.2. Develop a clear and detailed work plan that includes clear deadlines and deliverables.
 - 3.1.3. Define a schedule for regular check-in meetings.
 - 3.1.4. Define a process for facilitating and tracking decisions.
- 3.2. The Contractor shall develop a project plan to complete the scope of work in this Agreement that includes a timeline within thirty (30) days of the contract effective date that includes, but is not limited to:
 - 3.2.1. Identification and description of the tasks to be performed for each component of the scope of work and overall project.

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Exhibit A

- 3.2.2. Identification of the staff responsible for performing tasks and the staff hours for personnel involved in this scope of work.
 - 3.2.3. Identification of key management personnel and a description of how staff will be managed including, but not limited to, the percentage of time each key management personnel will devote to the project.
 - 3.2.4. Milestones.
 - 3.2.5. Start and end dates.
 - 3.2.6. Contingency planning as it relates to identified risks.
 - 3.2.7. Issue tracking and resolution.
 - 3.2.8. Metrics for the Department to track the scope of work in this Agreement.
 - 3.2.9. The Contractor shall submit the final project work plan within fourteen (14) days from the dates in Section 3.1.2 to the Department for approval.
- 3.3. The Contractor shall provide project management that includes, but is not limited to:
- 3.3.1. Provision of a written monthly progress report that includes, but is not limited to:
 - 3.3.1.1. A summary of the key work performed during the monthly period.
 - 3.3.1.2. Encountered and foreseeable key issues and problems.
 - 3.3.1.3. Scheduled work for the upcoming period that includes progress against the work plan.
 - 3.3.1.4. Identification of potential risks and issues that includes a mitigation strategy for each.
 - 3.3.2. The process for escalating issues that cannot be resolved at the project management level.
 - 3.3.3. Scheduling weekly project status meetings and providing notes and action items from the meetings to the Department within three (3) days from the date of the meeting.
 - 3.3.4. A communications plan that defines the frequency of check-in meetings, formal reviews, response times for return phone calls and emails.
 - 3.3.5. Provision, including the type and schedule for required formal training, as needed.



Exhibit A

- 3.4. The Contractor shall manage the Department's decision making process to ensure decisions are made to keep the procurement on track by using various project management tools and strategies.

4. Work Plan Summary

- 4.1. The Contractor shall develop the detailed work plan in Section 3 Project Management in accordance with the Work Plan Summary in Exhibit A-1.
- 4.2. The Contractor shall ask for permission from the Department to modify the time when activities and deliverables are to be completed in Exhibit A-1.
- 4.3. The Contractor shall receive written permission, which request shall not be unreasonably denied, from the Department before modifying the time in Section 4.2 above.
- 4.4. The Contractor shall complete the phases in sequential and/or concurrent order as specified in the Exhibit A-1.
- 4.5. The Contractor may amend activities or deliverables that have been completed when required by changes that occur from state or federal legislative statues, requirements, regulations, rules, and/or policies that impact the re-procurement of the Managed Care Program.
- 4.6. The proposed time frames in Exhibit A-1, detailed Work Plan in Section 3 above, and the identification of phases in Section 2 above represent estimated schedules based on expected contract activities. The parties reserve the right to mutually amend the time schedule for these activities based on progression of procurement activities, changes in law or procedure and/or other changes or circumstances.

5. Staffing Requirements

- 5.1. The Contractor shall provide sufficient staff to perform the contracted services to the Department's satisfaction. The Contractor shall include staff, with recent hands-on experience with a state agency that has a mature managed care program, to provide overall planning, support and guidance as well as project management support.
- 5.2. The Contractor shall ensure staff perform contracted services in-person, upon request from the Department. The Department shall provide reasonable notice of all such instances, and identify the location, date and time for which in-person presence is required. All such requests shall be limited to New Hampshire locations, or as otherwise required for interaction with CMS representatives.
- 5.3. The Contractor may, with Department approval, provide services remotely, using electronic means of communication, including e-mail, telephone, and web-conferencing or other video communication acceptable to the parties.



Exhibit A

6. Deliverables

- 6.1. The Contractor shall deliver a written and electronic report and in-person review of the report to the Department outlining the findings and recommendations that resulted from the assessments in sections 2.1.1 through 2.1.3 in order to strengthen and improve the Department's oversight of current contracts and the future re-procurement process in Section 2.1.4 above, by the date in the Work Plan Summary in Exhibit A-1.
- 6.2. The Contractor shall provide a summary of Medicaid managed care regulations and a review of the federal requirements during a series of working sessions organized around key decisions the Department faces in Section 2.2 above, by the date in the Work Plan Summary in Exhibit A-1.
- 6.3. The Contractor shall deliver a written and electronic report to the Department and an in-person review on the findings and/or recommendations based on Sections 2.3.1 and 2.3.2 and review of best practices/options from other states as in Section 2.3.3 above, by the date in the Work Plan Summary in Exhibit A-1.
- 6.4. The Contractor shall respond to ad hoc requests in Section 2.4 above within twenty-four (24) hours, as needed via email, phone, and text, weekly check in calls with project leadership.
- 6.5. The Contractor shall provide the final Department approved reusable power point slide deck in Section 2.5.1.2.4, in electronic format to communicate the re-procurement process to internal and external stakeholders, by the date in Work Plan Summary in Exhibit A-1.
- 6.6. The Contractor shall provide the Department approved RFP Implementation Plan in Section 2.6 above in paper and in an electronic format to the Department, by the date in the Work Plan Summary in Exhibit A-1.
- 6.7. The Contractor shall provide the Department approved Project Work Plan with detail in Section 3 above, in paper and in an electronic format to the Department, by the date in the Work Plan Summary in Exhibit A-1.
- 6.8. The Contractor shall provide a completed report on paper and in an electronic format on the actuarial and MLTSS recommendations in Sections 2.7 and 2.8 above, by the date in the Work Plan Summary in Exhibit A-1.
- 6.9. The Contractor shall provide the Department with the completed report on paper and in an electronic format of the integration of Innovation Accelerator Program aimed at promoting integration on physical and behavioral health in the Medicaid Managed care programs in section 2.8.3 above, by the date in the Work Plan Summary in Exhibit A-1.
- 6.10. The Contractor shall provide the outline of the required RFP elements, drafts of key RFP sections, full drafts of RFP in Section 2.9 above, in paper and in an electronic format, by the dates in the Work Plan Summary in Exhibit A-1.



Exhibit A

- 6.11. The Contractor shall provide written and electronic format of recommendations on evaluation and scoring methods in Section 2.9.2 for inclusion into the final RFP, by the date in the Work Plan Summary in Exhibit A-1.
- 6.12. The Contractor shall provide the Department the approved public power point presentation in Section 2.10.2.1 above, in electronic format, and draft responses to public questions in Section 2.10.2.3 in electronic format, by the date in the Work Plan Summary in Exhibit A-1.
- 6.13. The Contractor shall provide the Department the approved final RFP and Model contract in an electronic Word Document in Section 2.9 above, by the date in the Work Plan Summary in Exhibit A-1.
- 6.14. The Contractor shall provide the Department approved responses to bidders' questions in S.11 above in an electronic Word Document, by the date in the Work Plan Summary in Exhibit A-1.
- 6.15. The Contractor shall provide the Department the written recommendations for the procurement review process and negotiation considerations in Section 2.12 above, in an electronic Word Document, by the date in the Work Plan Summary in Exhibit A-1.
- 6.16. The Contractor shall provide the Department recommendations on performance metrics and the priority of the metrics to monitor progress on reaching the state's Medicaid Managed Care goals and objectives, and on the development of a reporting system/dashboard in Section 2.13 above, in an electronic format, by the date in the Work Plan Summary in Exhibit A-1.
- 6.17. The Contractor shall provide the services and deliverables for this project based on the Department approved Work Plan in Section 3, in accordance with the approved timeline.

7. Technical Requirements

- 7.1. The Contractor shall maintain staff/personnel who demonstrate experience, knowledge and/or expertise, in the following areas:
 - 7.1.1. Respected national track record on RFP development for Medicaid Managed Care (MMC) delivery systems, Alternative Payment Models, and optimizing managed care health plan performance;
 - 7.1.2. Understanding of MMC procurement processes in other states;
 - 7.1.3. Strong knowledge of 1115 Delivery System Reform Incentive Program (DSRIP) demonstration waivers nationally and the CMS Medicaid Managed Care Final Rule (CMS 2390-F);



Exhibit A

- 7.1.4. Exceptional written and verbal communication skills with project management depth related to healthcare delivery systems and procurement processes; and
- 7.1.5. Recent, hands-on experience working in a state agency with an established mature managed care program, as well as staff that has worked for a managed care organization.

Phase	New Hampshire Managed Care Technical Assistance Procurement												Deliverable					
	2018																	
	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.		Dec.				
1) Project Kick-Off and Internal & External Landscape Assessment	1. Project Kick-off & Workplan Finalization	X															Kick off deck; Finalized internal workplan	
	2. NH Document Review																	
	3. State Briefing on Managed Care Rule		X														Presentation on final Medicaid managed care rule	
	4. State Re-Procurement Goals & Timeline Development Support		X														Written summary of goals/objectives; timeline for procurement	
	5. National Landscape Assessment																Interview notes	
	6. Key NH Stakeholder Interviews																	
	7. Reserved																	
	8. Identification of RFP Required Elements (State/Federal Law)			X														Outline of required elements of RFP/contract
	9. Re-Procurement "Initial Decision-Making" Working Session (Threshold Issues)			X														
2) MCC Request for Proposal (RFP) Draft Development	1. RFP and Model Contract Development																	
	A. State Working Sessions (Focus: Key RFP Elements)				X												State Working Sessions; decision memos and/or decks	
	B. RFP Draft Development: Outline, Drafts, and Final				X	X											Updated RFP Outline, Drafts (2), and "For Public Comment" Final Model Contract Drafts (2) and Final	
	C. Model Contract Development: Draft and Final				X	X												
	2. Ongoing Stakeholder Consultation (Actuarial & MLTSS Contractors, APM SMEs)																	
	3. State Re-Procurement Databook Development (Advisory Support, if needed)																	
	4. Re-Procurement Master Timeline Finalization																Master timeline	
5. Scoring Rubric Development																Scoring Rubric Drafts (2) and Final		
6. Managing Public Comment Process																	Deck for public meetings to review RFP	
3) RFP Release and Procurement Period Support	A. Development of Presentation Materials																	
	B. Meeting Support (Administrative, Feedback Collection) for up to 5 Meetings																Written recommendations for responding to comments	
	C. Summarization of Public Comment & Recommendations for Response																Final RFP and contract	
7. RFP & Model Contract Finalization (incl. Public Comment Revisions)						X												
4) Vendor Compliance and Performance Optimization Support	1. RFP Release and Bidding Process (e.g., Bidder Question) Support																Written responses to bidder questions	
	2. Procurement Review Process and Scoring Preparation Support																Training sessions and materials for review committee participants	
	3. Post-Scoring Negotiations and Contract Awarding Recommendations																	
5) Project Management	1. Review of Current NH MCC Oversight Processes																	
	2. Recommendations to Strengthen and Improve Dept MCC Oversight			X													Oversight Recommendations	
	3. Incorporation of Oversight Recommendations into RFP & Model Contract				X	X											Incorporation into RFP and Model Contract Draft	
	4. Advisory Support for Data-Driven Oversight Process Development																Oversight Implementation Guidance	
	5. Advisory Support for Implementation of Data-Driven Oversight Process																	
5) Project Management																		
Project Status Report Meetings (Weekly)																		



Exhibit B

Method and Conditions Precedent to Payment

1. This is a firm fixed price Contract not to exceed the Price Limitation in Block 1.8 of the P-37 General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. In no event shall the total of all payments made by the State exceed the Price Limitation in Block 1.8 of the P-37 General Provisions. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.
3. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.778, U.S. Department of Health and Human Services, Center for Medicare and Medicaid Services, Medical Assistance Program, Medicaid Title XIX, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
4. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the approved line item budgets shown in Exhibit B-1, Budget.
5. Payment for services shall be made as follows:
 - 5.1. The Contractor must submit monthly invoices for reimbursement by the 10th of each month for services specified in Exhibit A, Scope of Services and completed in accordance with the activities outlined in the Department approved Work Plan in Exhibit A, Section 3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided and completed pursuant to this Agreement.
 - 5.2. The invoices must;
 - 5.2.1. Clearly identify the amount requested for the services performed and the dates the services were completed.
 - 5.2.2. Include a detailed account of the work performed, and a list of deliverables completed during that prior month, as outlined in Exhibit A, Scope of Services and in the Department approved Work Plan in Exhibit A, Section 3.
 - 5.2.3. Separately identify any work and amount of attributable and performed by an approved subcontractor, if applicable.
 - 5.3. Invoices must be submitted to:

NH Department of Health and Human Services
Office of Medicaid Services
Attn: Financial Administrator
129 Pleasant Street
Concord, NH 03301



Exhibit B

6. Payments may be withheld pending receipt of required reports, deliverables or documentation as identified in Exhibit A, Scope of Services.
7. The Department will withhold the final payment until all scope of work and deliverables in Exhibit A, Scope of Work are completed and approved by the Department.
8. A final payment request shall be submitted no later than forty (40) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
9. When the contract price limitation is reached, the project shall continue to completion at no charge to the State of New Hampshire for the duration of the contract period.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
11. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items and between State Fiscal Years in Exhibit B-1, Budget within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services
 Professional Technical Assistance and Consulting Services for
 Managed Care Procurement



Exhibit B-1, Budget

Deliverable	SFY 2018 Cost per Deliverable	SFY 2019 Cost per Deliverable
Work Plan (Exhibit A, Section 2.6)	\$40,868	Not Applicable
Subject Matter Expertise, Development, Implementation, Review & Negotiation Recommendations, and Contract Oversight (All work in this Agreement, except Exhibit A Section 2.6, which is paid separately above)	\$430,808	\$278,201
TOTAL:	\$471,676	\$278,201

Contractor Initials: MPH
 Date: 12-13-17



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

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.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

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. The Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.
4. Subparagraph 9. Audit of Standard Exhibit C, Special Provisions of this contract is deleted and the following subparagraph is added:
 9. **Audit:** Reserved.



5. Subparagraphs 11, 11.1 and 11.2 of Standard Exhibit C, Special Provisions of this contract are deleted and the following subparagraphs are added:

11. **Reports:** Fiscal and Statistical: Reserved

11.1 Interim Financial Reports: Reserved

11.2 Final Report: Reserved

6. 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 TruFund Financial Services ("TruFund") in connection with New Markets Tax Credit financing transactions, including a transaction for a biomass power plant in Berlin, New Hampshire.

Contractor also provides consulting services to Boston Medical Center Health System (BMC) with regard to Medicaid Accountable Care Organization (ACO) development and implementation under the MassHealth 1115 waiver. BMC HealthNet Plan is a subsidiary of BMC. BMC HealthNet plan operates Well Sense Health Plan, one of the two MCOs currently contracted to provide services to Medicaid beneficiaries in New Hampshire. The Contractor's professionals advising BMC have not provided advice to BMC with respect to its health plan operations in the State of New Hampshire. In addition, the Contractor will not provide advice to BMC with respect to health plan operations in the State of New Hampshire during the term of the State of New Hampshire contract; nor will the Contractor staff the State of New Hampshire contract with any Contractor's staff who is staffed on any BMC matter during the term of the New Hampshire contract without New Hampshire's written approval.

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 TruFund, BMC and other clients involving the State in matters unrelated to the Department, while Contractor represents the Department under this agreement.

Consistent with our previous contracts with the Department, the Contractor, a law firm, will request that the Department agree that the Department alone is its client under the contract and that Manatt may represent other clients in matters involving the State that are unrelated to its work for the Department under the contract.

JAG

12/13/17



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



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.

Contractor Name:

12/13/17
Date

Joseph M. Guse
Name:
Title: Managing Director



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-I.)
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: Manatt, Phelps & Phillips, LLP

12-13-17
Date

Jocelyn Hunter
Name: Jocelyn Hunter
Title: Managing Director



**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 (11)(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: Manatt, Phelps & Phillips, LLP
Jocelyn Guyen

12-13-17
Date

Jocelyn Guyen
Name:
Title: Managing Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials JHK

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 12-13-17

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The 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 comply with the provisions indicated above.

Contractor Name: Monah, Phelps, & Phillips, LLP
Jordan Guzel

12-13-17
Date

[Signature]
Name: Managing Director
Title:

Exhibit G

Contractor Initials JHG

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 12-13-17



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: Manatt, Phelps & Phillips,
LLP

12-13-17
Date

Jocelyn Guyer
Name: Jocelyn Guyer
Title: Managing Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Henry D. Lipman
Signature of Authorized Representative

Henry D. Lipman
Name of Authorized Representative

Interim Medicaid Director
Title of Authorized Representative

12-14-17
Date

Manatt, Phelps & Phillips, LLP
Name of the Contractor

Jocelyn A. Gwyer
Signature of Authorized Representative

Jocelyn A. Gwyer
Name of Authorized Representative

Managing Director
Title of Authorized Representative

12-13-17
Date



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:

12-13-17
Date

[Signature]
Name:
Title: Managing Director



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: _____



Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



Exhibit K

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
 - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
 - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information whereapplicable.
 - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
 - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
 - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
 - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

 - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
 - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
 - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

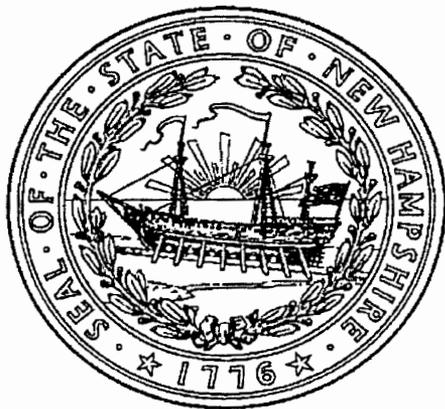
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANATT, PHELPS & PHILLIPS, LLP is a California Limited Liability Partnership registered to transact business in New Hampshire on March 07, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 705174



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of August A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

December 13, 2017

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

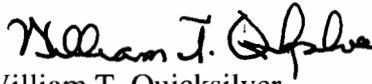
Re: Confirmation of Authority to Bind Limited Liability Partnership

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 Jocelyn Guyer is a Managing Director – Manatt Health 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 Jocelyn Guyer's authority to so bind the Firm.

This authority extends through January 31, 2018 unless revoked.

Sincerely,


William T. Quicksilver

319525630.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/27/2017

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: J.J. Sawick PHONE (A/C, No, Ext): (212) 201-4525 E-MAIL ADDRESS: jsawick@therubingroup.com		FAX (A/C, No): (212) 791-0456	
	INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Manatt Phelps & Phillips Attn: Richard W. Adam, Esq. 11355 West Olympic Blvd Los Angeles CA 90064	INSURER A: Great Northern Insurance Co.		20303	
	INSURER B: Federal Insurance Company		20281	
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES **CERTIFICATE NUMBER:** CL1742811326 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		3581-49-86	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 2,000,000 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 \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		73522080	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		79832633	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire, 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 Michael Rubin/JEROM1 

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