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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF HUMAN SERVICES
 DIVISION OF CLIENT SERVICES

Jeffrey A. Meyers
 Commissioner

Carol E. Sideris
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9404 1-800-852-3345 Ext. 9404
 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 17, 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, Division of Client Services to exercise a renewal option with Keystone Peer Review Organization, Inc. (Vendor # 16697-B-945001), 777 East Park Drive, Harrisburg, PA 17111 by extending the contract completion date from June 30, 2017 to June 30, 2019 with an increase in the price limitation of \$2,390,000 from \$938,050 to \$3,328,050 for the provision of Pre-admission Screening and Resident Review and Nursing Facility Level of Care services effective upon Governor and Executive Council approval. The original agreement was approved by Governor and Executive Council on October 5, 2016 (Item #9). 75% Federal Funds, 25% General Funds

Funds to support this request are available in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budgets, 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, as follows:

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVC, PROGRAM SUPPORT

SFY	Class/ Account	Class Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	102-500731	Contracts for Program Services	93000002	\$150,000	\$0	\$150,000
Subtotal:				\$150,000	\$0	\$150,000

05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

SFY	Class/ Account	Class Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
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2017	102-500731	Contracts for Program Services	92000009	\$150,000	\$0	\$150,000
			Subtotal:	\$150,000	\$0	\$150,000

05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY – ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT & COUNSELING

SFY	Class/Account	Class Title	Activity Code	Current Budget	Increase/(Decrease)	Modified Budget
2017	550-500398	Contracts for Program Services	48000009	\$245,475	\$0	\$245,475
			Subtotal:	\$245,475	\$0	\$245,475

05-95-45-451010-7997 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS DISABILITY DETERMN UNIT, MEDICAL

SFY	Class/Account	Class Title	Activity Code	Current Budget	Increase/(Decrease)	Modified Budget
2017	046-500462	Contracts for Program Services	45142100	\$238,225	\$0	\$238,225
2017	101-500729	Provider Payments	45142100	\$154,350	\$0	\$154,350
2018	101-500729	Provider Payments	45142100	\$0	\$250,000	\$250,000
2019	101500729	Provider Payments	45142100	\$0	\$250,000	\$250,000
			Subtotal:	\$392,575	\$500,000	\$892,575

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, FIELD ELIGIBILITY AND OPERATION

SFY	Class/Account	Class Title	Activity Code	Current Budget	Increase/(Decrease)	Modified Budget
2018	046-500462	Contracts for Program Services	45142100	\$0	\$945,000	\$945,000
2019	046-500462	Contracts for Program Services	45142100	\$0	\$945,000	\$945,000
			Subtotal:	\$0	\$1,890,000	\$1,890,000
			Total:	\$938,050	\$2,390,000	\$3,328,050

EXPLANATION

The purpose of this request is for the continuation of an agreement with Keystone Peer Review Organization, Inc, for the provision of Pre-admission Screening and Resident Review as well as Nursing Facility Level of Care services to individuals applying for certain assistance and services.

Pre-admission Screening and Resident Reviews are federally mandated by 42 CFR §483 and also by NH Administrative Rule He-M 1302 to identify evidence of mental illness, intellectual disability, or related conditions for all individuals seeking admission to, or currently residing in, Medicaid-certified nursing facilities. The Federal mandate was implemented for the purpose of eliminating the practice of inappropriately placing individuals into Medicaid-certified nursing facilities who may have been appropriate for a lesser level of care.

The Pre-Admission Screening and Resident Review process assists with determining whether an individual being evaluated through a Level I Pre-Admission Screen process is suspected to have a mental illness, intellectual disability, or related condition. If so, further evaluation is required through a Level II evaluation. If the Level II evaluation determines a mental illness, intellectual disability, or related condition exists, further evaluations must be performed to determine whether the individual requires nursing facility level of care as well as specialized services. Nursing facilities are prohibited from admitting individuals with mental illnesses, intellectual disabilities, or related conditions before the appropriate level of care is determined.

The Level I Pre-Admission Screen is a brief screening tool used to identify whether mental illness, intellectual disability, or related condition is suspected. Hospitals, nursing facilities and other referring agents complete this, and if the tool is triggered positive as potential for mental illness, intellectual disability, or a related condition, the individual is referred to the Pre-Admission Screening and Resident Review Office to schedule a face-to-face Level II evaluation. A Level I Pre-Admission Screen is conducted for all individuals who apply to a Medicaid-certified nursing facility, regardless of payment source, to determine eligibility or need for nursing home services.

Nursing Facility Level of Care determination services are mandated by Revised Statutes Annotated 151-E:3, I(a) and also by NH Administrative Rule He-E 801 and He-E 802 when individuals are seeking Medicaid as the payment source for long term care services, such as nursing home placement or community based care services.

The Medical Eligibility Assessment tool is used to make a determination of whether an individual requires nursing facility level of care, in accordance with RSA 151-E:3, I(a) and New Hampshire Administrative Rules He-E 801 and He-E 802.

The original agreement contains language which allows the Department the option to renew contract services up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council. This renewal will use two (2) of the years of renewal, with two (2) additional years of renewal remaining.

Should the Governor and Executive Council not approve this request, the Department may not have sufficient clinical staff to administer Pre-Admission Screening and Resident Reviews; or conduct Nursing Facility Level of Care determinations within the ninety (90) day time frame established by federal and state regulations.

Area Served: Statewide

Source of Funds: 75% Federal Funds CFDA #93.778, U.S. Department of Health & Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid Title XIX. FAIN # NH20164.

25% General Funds

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

Respectfully submitted,



Carol E. Sideris
Director

Approved by: 
Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 11, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Keystone Peer Review Organization, Inc. of Harrisburg, PA as described below and referenced as DoIT No. 2016-116A.

The Department of Health and Human Services requests to extend the current contract with Keystone Peer Review Organization (KEPRO) to continue to provide Pre-admission Screening and Resident Review as well as Nursing Facility Level of Care services to individuals applying for certain assistance and services. KEPRO will continue to utilize a tracking system for ongoing identification and monitoring of the location of nursing facility residents.

The amount of the contract is \$2,390,000, increasing the current contract from \$938,050 to \$3,328,050. It shall become effective upon Governor and Council approval through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long, sweeping flourish extending to the right.

Denis Goulet

DG/kaf
DoIT #2016-116A

cc: Bruce Smith, IT Manager, DoIT



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Preadmission Screening Resident Review and
Nursing Facility Level of Care Determination Services Contract**

This 1st Amendment to the Preadmission Screening Resident Review and Nursing Facility Level of Care Determination Services contract (hereinafter referred to as "Amendment #1") dated this February 8, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Keystone Peer Review Organization, Inc. (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 777 East Park Drive, Harrisburg, PA 17111.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 5, 2016 (#9), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Form P-37 General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may extend or modify the agreement by written agreement of the parties;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,328,050
3. Form P-37, General Provisions, Block 1.9, Price Limitation, to read:
Jonathan V. Gallo, Esq.
Interim Director of Contracts and Procurement
4. Form P-37, General Provisions, Block 1.10, Price Limitation, to read:
603-271-9246
5. Add to Exhibit A, Paragraph 1, Provisions Applicable to All Services, Subparagraph 1.8:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
6. Delete Exhibit B in its entirety and replace with Exhibit B-Amendment #1.



New Hampshire Department of Health and Human Services

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

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Carol E. Sideris
Director

4/28/2017
Date

Keystone Peer Review Organization, Inc.

NAME: Joseph A. Dougher
TITLE: President & CEO

4/18/17
Date

Acknowledgement:

State of Pennsylvania, County of Dauphin on April 18, 2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace



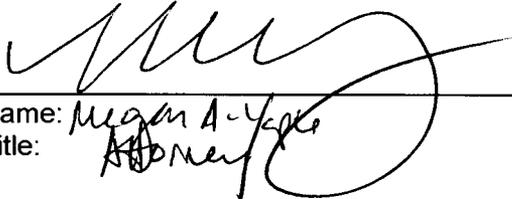
New Hampshire Department of Health and Human Services



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

OFFICE OF THE ATTORNEY GENERAL

Date 5/26/17


Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



Method and Conditions Precedent to Payment

1. This contract is funded by federal Medicaid funds. The contractor must ensure compliance with CFDA #93.778, U.S. Department of Health & Human Services, Centers for Medicare and Medicaid Service, Medical Assistance Program, Medicaid, Title XIX.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, as follows:
 - 2.1. For State Fiscal Year 2017:
 - 2.1.1. Cost reimbursement for PASRR Level I activities shall not exceed fifty-one thousand dollars (\$51,000) at a rate of one hundred dollars (\$100) for not more than five hundred ten (510) cases.
 - 2.1.2. Cost reimbursement for PASRR Level II activities shall not exceed one hundred twenty thousand dollars (\$120,000) at a rate of eight hundred dollars (\$800) for not more than one hundred fifty (150) cases.
 - 2.1.3. Cost reimbursement for Nursing Facility Level of Care, unable to contact, activities shall not exceed five thousand eight hundred dollars (\$5,800) at a rate of one hundred dollars (\$100) not to exceed fifty-eight (58) cases.
 - 2.1.4. Cost reimbursement for Nursing Facility Level of Care, face to face activities shall not exceed seven hundred sixty-one thousand, two hundred fifty dollars (\$761,250) at a rate of two hundred fifty dollars (\$250) not to exceed three thousand forty-five (3045) cases.
 - 2.2. For State Fiscal Year 2018:
 - 2.2.1. Cost reimbursement for PASRR Level I activities shall not exceed ^{fifty} ~~ten~~ thousand dollars (\$50,000) at a rate of one hundred dollars (\$100) for not more than ~~one hundred ten~~ ^{five hundred} (500) cases.
 - 2.2.2. Cost reimbursement for PASRR Level II activities shall not exceed two hundred thousand dollars (\$200,000) at a rate of eight hundred dollars (\$800) for not more than two hundred fifty (250) cases.
 - 2.2.3. Cost reimbursement for Nursing Facility Level of Care, unable to contact, activities shall not exceed ten thousand dollars (\$10,000) at a rate of one hundred dollars (\$100) not to exceed one hundred (100) cases.
 - 2.2.4. Cost reimbursement for Nursing Facility Level of Care, face to face activities shall not exceed nine hundred twenty five thousand dollars (\$935,000) at a rate of two hundred fifty dollars (\$250) not to exceed three thousand seven hundred (3740) cases.



2.3. For State Fiscal Year 2019:

- 2.3.1. Cost reimbursement for PASRR Level I activities shall not exceed ~~ten~~^{fifty} thousand dollars (\$50,000) at a rate of one hundred dollars (\$100) for not more than ~~one hundred ten~~^{five hundred} (500) cases.
- 2.3.2. Cost reimbursement for PASRR Level II activities shall not exceed two hundred thousand dollars (\$200,000) at a rate of eight hundred dollars (\$800) for not more than two hundred fifty (250) cases.
- 2.3.3. Cost reimbursement for Nursing Facility Level of Care, unable to contact, activities shall not exceed ten thousand dollars (\$10,000) at a rate of one hundred dollars (\$100) not to exceed one hundred (100) cases.
- 2.3.4. Cost reimbursement for Nursing Facility Level of Care, face to face activities shall not exceed nine hundred twenty five thousand dollars (\$935,000) at a rate of two hundred fifty dollars (\$250) not to exceed three thousand seven hundred (3740) cases.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided.
4. Payment for services shall be made as follows:
- 4.1. The Contractor shall submit monthly invoices that indicate the number of PASRR Level I, PASRR Level II, NH LOC unable to contact, NH LOC MEA to include the names of the individuals and reviews completed.
- 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
- 4.3. Invoices identified in Section 4.1 must be submitted to:
- Financial Manager
Division of Client Services
129 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. 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.
7. 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.

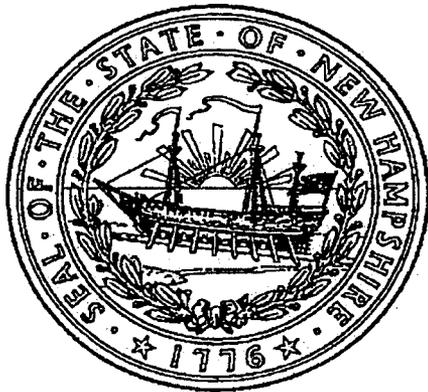
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KEYSTONE PEER REVIEW ORGANIZATION, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on April 04, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 554911



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Meghan Harris, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Keystone Peer Review Organization, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 1/18/17:
(Date)

RESOLVED: That the Joseph A. Dougher President & CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 18 day of April, 2017
(Date Contract Signed)

4. Joseph A. Dougher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF ~~NEW HAMPSHIRE~~ PENNSYLVANIA

County of Dauphin

The forgoing instrument was acknowledged before me this 18 day of April, 2017.

By [Signature]
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 1/12/2020





ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Keystone Peer Review Organization Holdings, Inc. Attention: Barb Shearer 777 E Park Dr. Harrisburg, PA 17111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Additional Named Insureds under these programs are: Keystone Peer Review Organization, Inc., Ohio KePRO, Inc., KePRO Acquisitions, Inc., APS Healthcare Quality Review, Inc, APS Healthcare Bethesda, Inc, Keystone Acquisition Corp. (Ultimate Parent), Keystone Intermediate LLC, Quality Solutions of South Carolina, Inc. (dormant), Quality Solutions of North Carolina, Inc. (dormant), HQ Advantage Inc. (dormant), and KePro Engage Health, LLC (dormant).

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CLIENT SERVICES

Jeffrey A. Meyers
Commissioner

Carol E. Sideris
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9404 1-800-852-3345 Ext. 9404
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 29, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Client Services to enter into agreements with Keystone Peer Review Organization, Inc. (Vendor # TBD), 777 East Park Drive, Harrisburg PA 17111 for the provision of Pre-admission Screening and Resident Review and Nursing Facility Level of Care services in an amount not to exceed \$938,050 effective upon Governor and Executive Council approval through June 30, 2017. 75% Federal Funds, 25% General Funds

Funds to support this request are available in State Fiscal Year 2017, as follows:

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVC, PROGRAM SUPPORT

SFY	Class/Account	Class Title	Activity Code	Total:
2017	102-500731	Contracts for Program Services	93000002	\$150,000

05-95-92-920010-5945 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

SFY	Class/Account	Class Title	Activity Code	Total
2017	102-500731	Contracts for Program Services	92000009	\$150,000

05-95-48-481510-6180 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY – ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT & COUNSELING

SFY	Class/Account	Class Title	Activity Code	Total
2017	550-500398	Contracts for Program Services	48000009	\$245,475

05-95-45-451010-7997 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, DCBCS DISABILITY DETERMN UNIT, MEDICAL

SFY	Class/Account	Class Title	Activity Code	Total
2017	046-500462	Contracts for Program Services	45142100	\$238,225
2017	101-500729	Provider Payments	45142100	\$154,350
			Subtotal :	\$392,575
			Total for Keystone Peer Review Organization:	\$938,050

EXPLANATION

The purpose of this request is to enter into an agreement with Keystone Peer Review Organization, Inc, for the provision of Pre-admission Screening and Resident Review as well as Nursing Facility Level of Care services to individuals applying for certain assistance and services.

Pre-admission Screening and Resident Reviews are federally mandated by 42 CFR §483 and also by NH Administrative Rule He-M 1302 to identify evidence of mental illness, intellectual disability, or related condition for all individuals seeking admission to, or currently residing in, Medicaid-certified nursing facilities. The Federal mandate was implemented for the purpose of eliminating the practice of inappropriately placing individuals into Medicaid-certified nursing facilities.

The Pre-Admission Screening and Resident Review process assists with determining whether an individual being evaluated through a Level I Pre-Admission Screen process is suspected to have a mental illness, intellectual disability or related condition. If so, further evaluation is required through a Level II evaluation. If the Level II evaluation determines a mental illness, intellectual disability or related condition exists, further evaluations must be performed to determine whether the individual requires nursing facility level of care as well as specialized services. Nursing facilities are prohibited from admitting individuals with mental illnesses, intellectual disabilities, or related conditions before the appropriate level of care is determined.

The Level I Pre-Admission Screen is a brief screening tool used to identify whether mental illness, intellectual disability, or related condition is suspected. Hospitals, nursing facilities and other referring agents complete this and if the tool is triggered positive as potential for mental illness, intellectual disability, or a related condition, the individual is referred to the Pre-Admission Screening and Resident Review Office to schedule a face to face Level II evaluation. A Level I Pre-Admission Screen is conducted for all individuals who apply to a Medicaid-certified nursing facility, regardless of payment source.

Nursing Facility Level of Care determination services are mandated by Revised Statutes Annotated 151-E:3, I(a) and also by NH Administrative Rule He-E 801 and He-E 802 when individuals are seeking Medicaid as the payment source for long term care services, such as nursing home placement or community based care services.

The Medical Eligibility Assessment tool is used to make a determination of whether an individual requires nursing facility level of care, in accordance with RSA 151-E:3, I(a) and New Hampshire Administrative Rules He-E 801 and He-E 802.

This contract was competitively bid. On May 10, 2016 the Department issued a Request for Application for a qualified organization to provide Pre-Admission Screening and Resident Review Services; and/or Nursing Facility Level of Care Determination services and/or Disability Determination Services. Vendors could submit applications for one, two or all services. The request for applications was available on the Department of Health and Human Services website from May 10, 2016 through June 10, 2016. Four (4) proposals were submitted.

The applications were evaluated by a team of individuals with program specific knowledge and experience, as well as individuals with significant business and management expertise. The Department selected the highest scoring vendor who submitted an application for Pre-admission Screening and Resident Review Services and Nursing Facility Level of Care Services. The bid summary is attached.

This agreement contains language which allows the Department the option to renew contract services up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

Should the Governor and Executive Council not approve this request the Department may not have sufficient clinical staff to administer Pre-Admission Screening and Resident Reviews; or conduct Nursing Facility Level of Care determinations within the ninety (90) day time frame established by federal and state regulations.

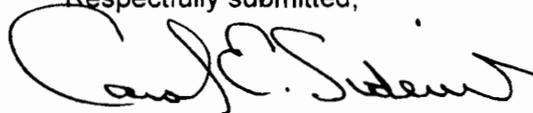
Area Served: Statewide

Source of Funds: 75% Federal Funds CFDA #93.778, U.S. Department of Health & Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid Title XIX.

25% General Funds

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

Respectfully submitted,



Carol E. Sideris
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**

Pre-Admission Screening Resident Review
Services Disability Determination Services
Nursing Facility Level of Care
Determination Services

RFA-2017-DCS-01-Disab

RFA Name

RFA Number

Bidder Name

1. **Keystone Peer Review Organization, Inc.
(KEPRO)**

2. **Pilot Health, LLC**

3. **Maximus Health Services, Inc.**

4. **UMASS Medical School**

Pass/Fail	Maximum Points	Actual Points
	200	172
	200	100
	200	180
	200	190

Reviewer Names

1. Sally Varney, Administrator III
2. Scott Beckwith, Supervisor IV
3. Mickie Grimes, Supervisor VII
- 4.
- 5.
- 6.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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Denis Goulet
Commissioner

September 9, 2016

Jeffrey A. Meyers
Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an agreement with Keystone Peer Review Organization, Inc. (Vendor # TBD) as described below and referenced as DoIT No. 2016-116.

The purpose of this request is to enter into an agreement with Keystone Peer Review Organization, Inc., (KEPRO) for the provision of Pre-admission Screening and Resident Review as well as Nursing Facility Level of Care services to individuals applying for certain assistance and services. KEPRO will utilize a tracking system for ongoing identification and monitoring of the location of nursing facility residents. KEPRO also requires access to NH Easy and Medicaid Management Information System (MMIS) for receipt and delivery of technical information in order to complete Pre-admission Screening and Resident Review, Nursing Facility Level of Care and Disability Determination Services.

The contract will become effective upon Governor and Council approval through June 30, 2017. The amount of the contract is not to exceed \$938,050.

A copy of this letter should accompany the submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DHHS 2016-116

cc: Bruce Smith

Subject: Preadmission Screening Resident Review and Nursing Facility Level of Care Determination Services

(RFA-2017-DCS-01-Disab-01)

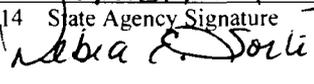
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Keystone Peer Review Organization, Inc.		1.4 Contractor Address 777 East Park Drive Harrisburg, PA 17111	
1.5 Contractor Phone Number 717-564-8288	1.6 Account Number 05-95-93-930010-7014 05-95-93-930010-5947 05-95-92-920010-5945 05-95-48-481510-6180 05-95-45-451010-7997	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$938,050
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph A. Dougher, President and Chief Executive Officer	
1.13 Acknowledgement: State of Pennsylvania, County of Dauphin On <u>8/15/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <p style="margin: 0;">COMMONWEALTH OF PENNSYLVANIA</p> <p style="margin: 0;">NOTARIAL SEAL</p> <p style="margin: 0;">KAREN M DZURZYNSKI</p> <p style="margin: 0;">Notary Public</p> <p style="margin: 0;">LOWER SWATARA TWP. DAUPHIN COUNTY</p> <p style="margin: 0;">My Commission Expires Jan 12, 2020</p> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Karen M. Dziurzynski			
1.14 State Agency Signature  for Carol E. Sideris Date: <u>8/25/16</u>		1.15 Name and Title of State Agency Signatory Carol E. Sideris - Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: <u>Client Services</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/6/16</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

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.

Contractor Initials MD
Date 8/15/16



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will 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. For the purposes of this contract, any reference to business days shall mean Monday through Friday, excluding NH State Employee holidays.
- 1.4. For the purposes of this contract, any reference to regular business hours shall mean from 8:00 AM through 4:00 PM, Eastern Standard Time or Eastern Daylight Savings Time (EDST), when EDST is in effect, during business days.

2. Scope of Services - PASRR

- 2.1. PASRR – Level I Pre-Admission Screening
 - 2.1.1. The Contractor must review the Level I Pre-Admission Screening (PAS) tool initiated by referral sources that assist individuals with long term care (LTC) placement when individual applicants are seeking admission to a Medicaid Certified Nursing Facility (NF), regardless of payment source. (The Contractor is not required to complete Level I PAS on individuals transferring from NF to NF, or on individuals re-admitted to NFs after hospital stays.)
 - 2.1.2. The Contractor must work with the referral source to obtain information necessary to identify a suspected mental illness (MI) or intellectual disability (ID)/related condition.
 - 2.1.3. The Contractor must accept an individual applicant's referral information from the referral source by fax, telephone, or electronic submission in a manner that is consistent with confidentiality and HIPAA requirements.
 - 2.1.4. The Contractor must complete the review of the Level I PAS and provide the results to the individual's referral source within five (5) business hours of receiving the Level I PAS document.
 - 2.1.5. Upon completion of the Level I PAS, the Contractor must:



- 2.1.5.1. Abide by all confidentiality and HIPAA regulations when notifying the referral source of the Level I PAS results by fax, telephone, or electronic notification; and
 - 2.1.5.2. Provide the referral source with consent to immediately proceed with the individual's NF placement; or
 - 2.1.5.3. Advise the referral source that a NF LOC determination is necessary for Medicaid payment purposes and recommend contact with the local DHHS District Office to initiate the application (Form 800) or the local Service Link Resource Center for long term care options, counseling and referrals.
- 2.1.6. The Contractor must ensure:
- 2.1.6.1. Level I PAS occurs prior to admission to a Medicaid-Certified NF, regardless of payment source.
 - 2.1.6.2. No more than sixty (60) calendar days expire between the completion of a Level I PAS and placement of an individual into a NF.
 - 2.1.6.3. If an individual's placement is delayed beyond sixty (60) days, a Level I PAS is repeated prior to NF placement.
 - 2.1.6.4. When a Level I PAS identifies evidence of MI, ID or a related condition, a Level II Evaluation is completed, regardless of the individual's payment source, unless the individual meets criteria in Section 2.3, Exemptions, Exclusions and Categorical Determinations.
 - 2.1.6.5. The content and documentation of the Level I PAS meets Federal regulations and is in Department approved format.
- 2.2. PASRR - Level II Evaluations
- 2.2.1. The Contractor must complete all Level II Evaluations within five (5) business days when a MI or ID or a related condition has been indicated by Level I Pre-Admission Screenings.
 - 2.2.2. The Contractor must complete a Level II Evaluation, which includes a face-to-face evaluation, for persons identified as having a MI, ID or a related condition, as the result of a Level I Pre-Admission Screening (PAS), prior to an individual's admission to a NF. The Contractor must:
 - 2.2.2.1. Interpret the Level II Evaluation process and determinations to a NF resident, family or resident's representative when requested.
 - 2.2.2.2. Explain the Level II Evaluation process and determinations to a NF resident, family or resident's representative when requested.
 - 2.2.3. The Contractor must complete a Resident Review (RR) Level II Evaluation on individuals residing in a NF when there are significant



changes that signify the need for first time or updated Level II Evaluation. The Contractor must:

- 2.2.3.1. Schedule the Level II evaluation in conjunction with the NF. The Contractor must:
 - 2.2.3.1.1. Conduct on-site face-to-face evaluations during the nursing facility's normal daytime business hours, unless the Contractor and the NF agree to other arrangements.
 - 2.2.3.1.2. Provide nursing facilities with a minimum of twenty-four (24) hours advance notice for scheduling of evaluations.
 - 2.2.3.1.3. Exercise flexibility in scheduling in order to avoid conflict with NF schedules.
- 2.2.3.2. Obtain the minimum data requirements established in 42 CFR § 483 to complete a Level II Evaluation.
- 2.2.4. The Contractor must make Level II Evaluation recommendations and determinations on an individualized basis, ensuring the content and documentation of a Level II Evaluation:
 - 2.2.4.1. Meets current Federal rules and regulations with evaluative criteria specified in 42 CFR §483 of the final rules for PASRR.
 - 2.2.4.2. Is in a Department approved format.
- 2.2.5. The Contractor must ensure all final Level II Evaluation determinations for individuals with:
 - 2.2.5.1. MI are made and signed by a Qualified Mental Health Professional (QMHP).
 - 2.2.5.2. ID, or a related condition, are made by a Qualified Mental Retardation Professional (QMRP).
- 2.2.6. The Contractor must ensure the QMHP and/or QMRP completes a comprehensive summary of findings report, which complies with all elements in 42 CFR § 483.128(i). The Contractor must ensure:
 - 2.2.6.1. QMHP and/or QMRP reports are not completed anonymously.
 - 2.2.6.2. A typed copy of the evaluation report is forwarded to all applicable parties specified in 42 CFR § 483.128 (I).
 - 2.2.6.3. A written summary report and notification letters explaining the report is issued:
 - 2.2.6.3.1. Within forty-eight (48) hours of the QMHP's and/or QMRP's determination for PAS.
 - 2.2.6.3.2. Within five (5) business days for all RR Level II Evaluations.



- 2.2.7. The Contractor must communicate the findings in Section 2.2.7 to the applicant, resident or guardian in an understandable manner and language, which must include but is not limited to, informing the applicant, resident or guardian of the appeal process.
- 2.2.8. The Contractor must communicate, in a manner consistent with confidentiality and HIPAA requirements, all Level II Evaluation determinations that identify a need for specialized services to the facility or agency or referral source assisting the applicant or resident, within five (5) business hours of the decision by telephone, or fax, or e-mail, or electronic submission and in a manner that is consistent with confidentiality and HIPAA requirements.
- 2.2.9. The Contractor must document the Level II Evaluation results in the NH Easy on-line system, uploading all related documents.
- 2.2.10. The Contractor must ensure that all applicable State of New Hampshire criteria are applied to out-of-state individuals transferring or applying to an in-state NF and that pertinent evaluative data is reviewed and summarized by the Contractor's QMHP and/or QMRP.
- 2.2.11. The Contractor must ensure interdisciplinary coordination among evaluators throughout a Level II Evaluation process.
- 2.2.12. The Contractor must utilize the Department approved Quality Assurance (QA) Plan to ensure the quality and completeness of submitted data.
- 2.3. Exemptions, Exclusions and Categorical Determinations
 - 2.3.1. The Contractor may determine a temporary NF admission should be permitted and determinations may be made that specialized services are not needed for individuals meeting certain conditions.
 - 2.3.2. The Contractor may exempt or exclude individuals from Level II Evaluations in accordance with NH Administrative Rule He-M 1302.05, as follows:
 - 2.3.2.1. A NF LOC determination is only necessary for individuals applying for a PASRR exemption, exclusion, or categorical determination when the individual is seeking Medicaid payment for the NF admission, unless the individual qualifies for presumptive eligibility under RSA 151-E:18 and He-W 619.
 - 2.3.2.2. The following NF admissions can be permitted following a Level I Pre-Admission Screening:
 - 2.3.2.2.1. Admissions from hospitals after receiving acute care.
 - 2.3.2.2.2. Admissions of individuals whose primary diagnosis is dementia.
 - 2.3.2.3. Exempted hospital admissions are temporary stays and Federally allowed without a Level II Evaluation, provided all of



the following conditions are met as set forth in NH Administrative Rule He-M 1302.05:

- 2.3.2.3.1. The Contractor must communicate with Medicaid eligibility staff when a NF has not complied with regulations under this provision so that the Department can determine if Medicaid payment should be withheld for stays beyond 30 days that were not reported to the Contractor.
 - 2.3.2.3.2. If at any time it appears that a convalescent care stay may exceed thirty (30) calendar days, the receiving facility must perform updated Level I Pre-Admission Screenings with the Contractor.
 - 2.3.2.3.3. The Contractor must determine whether the individual continues to require NF care and whether Level II Evaluation may be necessary.
 - 2.3.2.3.4. Stays extending beyond the approved thirty (30) days must be reported to the Department as they occur.
- 2.3.2.4. Categorical Determinations - Categorical determinations allow temporary NF stays without Level II Evaluations provided all of the following conditions are met as set forth in NH Administrative Rule He-M 1302.06:
- 2.3.2.4.1. The Contractor must communicate with Medicaid eligibility staff when a NF has not complied with regulations under this provision so that the Department can determine if Medicaid payment should be withheld for stays beyond the allowed number of days that were not reported to the Contractor.
 - 2.3.2.4.2. If at any time it appears that a convalescent care stay may exceed the allowed number of days, the receiving facility must perform updated Level I Pre-Admission Screenings and ensure that NF LOC is determined for individuals with Medicaid or who are seeking Medicaid as their payment source.
 - 2.3.2.4.3. The Contractor must determine whether the individual continues to require NF care and whether a Level II Evaluation may be necessary.
 - 2.3.2.4.4. Stays extending beyond the allowed number of days must be reported to the Department as they occur.
- 2.3.2.5. Admission for a respite stay of twenty (20) days or less within a one-year period, which may include one of the following scenarios:



- 2.3.2.5.1. In the event of a terminal illness.
- 2.3.2.5.2. A severe physical condition that has resulted in extreme impairment, such as coma, ventilator dependence, or functioning at the brain stem level.
- 2.3.2.5.3. Provisional admission not to exceed thirty (30) days in cases of delirium allows for a temporary admission of individuals whose cognitive status could not be evaluated until the delirium clears.
- 2.3.2.5.4. Convalescent and rehabilitative care admissions from acute care hospitals not to exceed ninety (90) days.
- 2.3.2.5.5. Provisional Emergency applies to NF applicants residing in the community who have evidence of a MI, ID or a related condition and require temporary NF admission of no more than seven (7) days in an emergency protective services situation.

2.4. Tracking, Reporting and Service Area

- 2.4.1. The Contractor must utilize a tracking system and process for ongoing identification and monitoring of the location of NF residents identified as having MI or ID or related conditions.
- 2.4.2. The Contractor must utilize an internal tracking process of all PASRR Level I Pre-Admission Screening and Level II Evaluation processes from initiation to completion to assure accurate reporting to the Department.
- 2.4.3. The Contractor must respond to questions from the Department and providers regarding the status of reviews and determinations not yet completed.
- 2.4.4. The Contractor must perform Level II Evaluations, statewide.
- 2.4.5. The Contractor must ensure its NH customer base has access to a telephone number to reach the Contractor when customers have questions regarding PASRR requirements and information. The Contractor must ensure:
 - 2.4.5.1. The telephone number is included in all correspondence with individuals and providers.
 - 2.4.5.2. Sufficient incoming lines are available to prevent the possibility of the receipt of busy signals.
 - 2.4.5.3. Any telephone/e-mail messages requesting a Screening or inquiries regarding Screenings receive a response within six (6) business hours.
- 2.4.6. The Contractor must have a method to receive medical documentation from its NH customer base, twenty-four (24) hours a day, seven (7) days per week.



2.4.7. The Contractor must allow providers to choose the method in which to submit information, within confidentiality and HIPAA requirements.

3. Scope of Services – Nursing Facility (NF) Level of Care (LOC) Determinations

- 3.1. The Contractor must complete all Nursing Facility (NF) Level of Care (LOC) determinations for individuals applying for Medicaid home and community based care through the Choices for Independence Medicaid Waiver (CFI), in accordance with NF LOC rules and policy requirements for NF LOC determinations established by the Department.
- 3.2. The Contractor must be available for NH Easy on-line system training, which will be necessary to complete Nursing Facility (NH) Level of Care (LOC) determinations.
- 3.3. The Contractor must make NF LOC determinations in accordance with NF LOC rules and policy requirements for NF LOC determinations established by the Department.
- 3.4. The Contractor must be sensitive to the needs, preferences and circumstances of:
 - 3.4.1. Individuals seeking admittance to, or currently residing in, a NF.
 - 3.4.2. Individuals seeking community-based care.
 - 3.4.3. Families and supports of individuals who are:
 - 3.4.3.1. Seeking admittance to a NF.
 - 3.4.3.2. Currently residing in a NF.
 - 3.4.3.3. Seeking community based care services.
- 3.5. The Contractor must initiate a NF LOC determination using criteria established in RSA 151-E, He-E 802, and the Medical Eligibility Assessment (MEA) tool, when an application for NF LOC has been assigned by the Department. The Contractor shall ensure documentation for determination includes, but is not limited to:
 - 3.5.1. Clock drawing.
 - 3.5.2. Medication lists.
 - 3.5.3. Authorization forms/releases.
 - 3.5.4. Medical Eligibility Assessment
- 3.6. The Contractor must access the NH Easy on-line system in order to receive notification of:
 - 3.6.1. New applicants requiring a NF LOC determination. The Contractor must:
 - 3.6.1.1. Complete the NF LOC determination within five (5) business days from receiving the assignment.
 - 3.6.1.2. Attempt to contact the applicant a minimum of three (3) times, which must include attempts completed on three (3) different days at three (3) different times when a client would normally receive telephone calls.



- 3.6.1.2.1. Contact the current Case Manager to attend the redetermination appointment, whenever possible.
- 3.6.1.3. Record the activity of contacting the client as 'MEA – Unable to Contact,' if all attempts in Section 4.3.1.2 are unsuccessful.
- 3.6.2. NF LOC determinations due for the annual redetermination for CFI Medicaid Waiver participants, which must be completed seven (7) days prior to the end of the current eligibility period.
- 3.7. The Contractor must notify the Department of individuals who are determined eligible for NF LOC and are interested in community-based care services.
- 3.8. The Contractor must have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
 - 3.8.1. The number of individuals reviewed for NF LOC (PASRR and MEA) both new and redeterminations, which must include places of residence.
 - 3.8.2. The number of individuals for whom NF LOC determinations have been completed including the length of time to completion of the determinations.
 - 3.8.3. The outcomes of the NF LOC.
 - 3.8.4. Demographics of individuals in need of specialized services.

Exhibit A-1 - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY		State Requirements		DDU: Current Reporting System		PASRR & LOC Proposed System	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Vendor Response	Delivery Method	Compliance
GENERAL SPECIFICATIONS							
A1.0	State data must be available in an open data format as specified in RSA 21R-11 and 21R-13.	M	Compliant	Integrated in systems	Compliant	Integrated in systems	KEPRO's systems utilize open data formats such as plain text and HTML for storage and data exchange. Any data stored in formats such as Microsoft SQL Server, Oracle, etc. are portable to an open format.
B2.0	Users with standard access need to be authenticated with a unique user identifier and password	M	Compliant	Integrated in systems	Compliant	Integrated in systems	All KEPRO systems require that users have unique credentials to ensure non repudiation.
B2.1	Only authorized users who have specified login credentials with a password at least ten characters in length can have access to the system	M	Compliant	Integrated in systems	Compliant	Integrated in systems	All user accounts require accompanying, complex passwords greater than or equal to 10 characters in length.
B2.2	Require strong passwords. Password complexity needs to be managed and required, including a mixture of upper case letters, lower case letters, numbers, special characters.	M	Compliant	Integrated in systems	Compliant	Integrated in systems	All KEPRO systems require complex passwords that include all characteristics of strong passwords including upper and lower case, special characters, and numbers.
B2.3	Password expiration policies to include mandatory password reset intervals after a maximum of 60 days	M	Compliant	Integrated in systems	Compliant	Integrated in systems	Password expiration is controlled via system policy. Policies mandate password expiration every 60 days.
B2.4	User account access is locked after three failed login attempts	M	Compliant	Integrated in systems	Compliant	Integrated in systems	Unsuccessful login attempts are controlled via system policy. All systems all only three unsuccessful attempts before locking and account.
B2.5	Terminated or transferred staff are removed from access immediately	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO policy mandates that account access privileges are removed for staff that resign, are terminated, or transfer.
B2.6	Systems automatically log out a user after 15 minutes of inactivity, and after maximum session duration	M	Compliant	Integrated in systems	Compliant	Integrated in systems	KEPRO's current network standard for timeout is 10 minutes.
B2.7	The application shall not store authentication credentials or sensitive Data in its code.	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	Authentication credentials are never stored in application code.
B2.8	User access needs to be limited to HTTPS/SSL	M	Compliant	Integrated in systems	Compliant	Integrated in systems	KEPRO web-based systems provide access only via HTTPS/SSL/TLS.
B2.9	All administrative access to require SSL VPN and use two factor authentication leveraging RSA tokens	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	SSL VPN access is required for remote connectivity to administrative functions. KEPRO employs two-factor authentication methods for remote access.

Exhibit A-1 - Technical Requirements

B2.10	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Compliant	Integrated in Systems	Compliant	Integrated in Systems	KEPRO applications force users to terminate sessions. Any cached information is cleared upon session termination.
B2.11	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Compliant	Policy and Procedure and Systems	Compliant	Policy and Procedure and Systems	KEPRO limits access to sensitive data through encryption, least privilege policy, and proper onboard/off board processes.
B2.12	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO employs software change control processes to assure proper review of changes to the code to ensure enhancements do not degrade security protections.
B2.13	Create change management documentation and procedures	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO's current change control process manages all documentation and the procedures related to application changes.
B2.14	Systems changes need to be logged, reviewed and updated regularly by a compliance manager, senior managers and the IT Security officer	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	All system changes are logged in Microsoft Team Foundation Server (TFS). Changes are reviewed and updated on a bi-weekly basis via our change control process. Compliance management, senior management and IT Security all participate in our change control process.
C3.0	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO will be happy to provide results of a third party audit of our systems.

Exhibit A-1 - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY		State Requirements		DDU Current Reporting System		Vendor Responsibility		Reporting Method	
Req #	Requirement Description	Criticality	Vendor Responsibility	Reporting Method	Reporting Method	Reporting Method	Reporting Method	Reporting Method	Reporting Method
D4.0	Certify that the vendor will use a hosting environment for the New Hampshire project that meets or exceeds the following physical and electronic security measures to protect data and the network, including:	M	N/A	N/A	N/A	N/A	N/A	N/A	N/A
D4.1	Alarms, restricted access, logbook, CCTV monitored 24 x 7 x 365 and retained for 90 days, caged / locked environment	M	Compliant	Policy and Procedure	Policy and Procedure	Compliant	Policy and Procedure	Compliant	Policy and Procedure
D4.2	Floor-to-ceiling walls, A/C, fluid sensors, smoke detectors, raised floors, wet/dry/chemical fire suppression, fire extinguishers, water pumps, and UPS and backup generator system	M	Compliant	Policy and Procedure	Policy and Procedure	Compliant	Policy and Procedure	Compliant	Policy and Procedure
D4.3	Firewalls – all external connections needs to terminate at the firewall (Internet, intranet)	M	Compliant	Policy and Procedure	Policy and Procedure	Compliant	Policy and Procedure	Compliant	Policy and Procedure
D4.4	Documented process for securing and hardening all network devices; devices are configured to prevent communications from unapproved networks	M	Compliant	Policy and Procedure	Policy and Procedure	Compliant	Policy and Procedure	Compliant	Policy and Procedure
D4.5	Network traffic and audit event logs are maintained	M	Compliant	Policy and Procedure	Policy and Procedure	Compliant	Policy and Procedure	Compliant	Policy and Procedure
D4.6	Isolated production server and IP subnets, insecure protocols disabled, restricted access to diagnostic and maintenance ports on network drives	M	Compliant	Policy and Procedure	Policy and Procedure	Compliant	Policy and Procedure	Compliant	Policy and Procedure
D4.7	Vulnerability is assessed by daily server antivirus scans, all emails are scanned via patch management solutions: Symantec/Altiris in the data center, LANDesk on user LAN. Penetration tests are performed bi-annually and all external links are private	M	Compliant	Policy and Procedure	Policy and Procedure	Compliant	Policy and Procedure	Compliant	Policy and Procedure
D4.8	Email servers to continuously scan for viruses embedded within attachments	M	Compliant	Integrated in systems	Integrated in systems	Compliant	Integrated in systems	Compliant	Integrated in systems

Exhibit A-1 - Technical Requirements

D4.9	Remote devices are password protected with encrypted hard drives, and have tracking and recovery software and virus protection installed. Users should not save anything to removable storage and only use secure pathways for electronic transmissions	M	Compliant	Policy and Procedure	All remote devices employ Sophos or BitLocker to encrypt drives. Sophos virus protection is employed on all remote devices. Policy prohibits storing protected information on local drives. All remote connections are protected with SSL or TLS. Computrace tracking and recovery software is employed.	Compliant	Policy and Procedure	All remote devices employ Sophos or BitLocker to encrypt drives. Sophos virus protection is employed on all remote devices. Policy prohibits storing protected information on local drives. All remote connections are protected with SSL or TLS. Computrace tracking and recovery software is employed.
D4.10	Access into the Data Center is protected by electronic badge and biometric authentication systems	M	Compliant	Policy and Procedure	Badge readers are employed at our data centers.	Compliant	Policy and Procedure	Badge readers are employed at our data centers.
D4.11	Data at rest encryption for data housed within the data center	M	Compliant	Policy and Procedure	Data encryption is employed via database encryption to protect sensitive data.	Compliant	Policy and Procedure	Data encryption is employed via database encryption to protect sensitive data.
D4.12	All encryption needs to be at least 2,048 bit	M	Compliant	Policy and Procedure	2,048 will be employed via SQL Server Transparent Data Encryption and 2,048 bit encryption will be employed for all other types of encryption.	Compliant	Policy and Procedure	2,048 will be employed via SQL Server Transparent Data Encryption and 2,048 bit encryption will be employed for all other types of encryption.
D4.13	Electrical support system to ensure 7x24x365 continuous electrical supply to the data center hosting NH systems	M	Compliant	Policy and Procedure	Our SSAE 16 SOC 2 compliant data centers ensure 7x24x365 power supply via redundant power feeds and/or continuous generator power.	Compliant	Policy and Procedure	Our SSAE 16 SOC 2 compliant data centers ensure 7x24x365 power supply via redundant power feeds and/or continuous generator power.

Exhibit A-1 - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY		DOD Current Reporting System		DASH (DOD) Reporting System	
Req #	Requirement Description	Criticality	Compliance	Reporting	Reporting
	The Provider shall employ security measures to ensure that the State's application and data is protected.	M	N/A	N/A	N/A
ES.0	State data exchanges between and among servers must be encrypted.	M	Compliant	Policy and Procedure	Policy and Procedure
ES.1	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Compliant	Policy and Procedure	Policy and Procedure
ES.2	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's data and client information. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Compliant	Policy and Procedure	Policy and Procedure
ES.3	In the development or maintenance of any code, the Provider shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Compliant	Policy and Procedure	Policy and Procedure
ES.4	The Provider will notify the DHHIS PASRR Manager and/or the DHHIS Information Security Officer of any security breach as soon as possible, but in any event no later than three business days of the time that the Provider learns of the occurrence.	M	Compliant	Policy and Procedure	Policy and Procedure
ES.5	The Provider shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Provider' hosting infrastructure and/or the application.	M	Compliant	Policy and Procedure	Policy and Procedure
ES.6	The Provider shall be liable for costs associated with any breach of State data housed at its location(s) caused by the negligence, willful misconduct, or willful, wanton or reckless failure by its agents, employees, or independent contractors engaged in the performance of their related obligations.	M	Compliant	Policy and Procedure	Policy and Procedure
ES.7	The Provider shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Provider' hosting infrastructure and/or the application upon request with reasonable prior notice.	M	Compliant	Policy and Procedure	Policy and Procedure

Exhibit A-1 - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY		State Requirements				PASRR & LOG-PROTECTED SYSTEM			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Current Reporting System	Vendor Response	Delivery Method	Current Reporting System	Vendor Response
F6.0	Provider shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Compliant	Policy and Procedure	KEPRO currently maintains both Business Continuity and Disaster Recovery plans. Both plans are updated and tested at least annually.	Compliant	Policy and Procedure	KEPRO currently maintains both Business Continuity and Disaster Recovery plans. Both plans are updated and tested at least annually.	Compliant
F6.1	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Compliant	Policy and Procedure	KEPRO's Disaster Recovery plan covers the procurement and replacement of both components and systems. Our hosted environment is replicated at a separate facility in the event of failure.	Compliant	Policy and Procedure	KEPRO's Disaster Recovery plan covers the procurement and replacement of both components and systems. Our hosted environment is replicated at a separate facility in the event of failure.	Compliant
F6.2	Provider shall adhere to a defined and documented back-up schedule and procedure.	M	Compliant	Policy and Procedure	Our Business Continuity plan defines our backup schedule and procedures. All systems adhere to specified schedules.	Compliant	Policy and Procedure	Our Business Continuity plan defines our backup schedule and procedures. All systems adhere to specified schedules.	Compliant
G7.0	Training document and procedure for vendor staff to receive training on handling protected health information/personally identifying information (PHI/PII), the importance of HIPAA, and how to address HIPAA breaches including the last date of revision to the training documents	M	Compliant	Policy and Procedure	All staff receive security and confidentiality training upon hire and annually thereafter. Breach	Compliant	Policy and Procedure	All staff receive security and confidentiality training upon hire and annually thereafter. Breach	Compliant
G7.1	Security training document and procedure that will be used by the vendor for the DHHS PASRR manager and DHHS staff to access reports remotely and for real time access to data	M	Compliant	Policy and Procedure	All persons that require access to sensitive data housed on our systems must undergo security training and sign confidentiality agreements. Any DHHS staff requiring access to KEPRO systems will be required to adhere to existing KEPRO policies.	Compliant	Policy and Procedure	All persons that require access to sensitive data housed on our systems must undergo security training and sign confidentiality agreements. Any DHHS staff requiring access to KEPRO systems will be required to adhere to existing KEPRO policies.	Compliant
G7.2	Guidance document for effective screening of calls to ensure that the caller has the credentials/permissions to obtain information to ensure HIPAA compliance for PHI/PII protocols	M	Compliant	Policy and Procedure	A process and procedure exist currently for call center staff to ensure the identity of individuals that call to make inquiries.	Compliant	Policy and Procedure	A process and procedure exist currently for call center staff to ensure the identity of individuals that call to make inquiries.	Compliant
G7.3	Procedure for design and implementation of role based security for all the systems used by the vendor for the NH DHHS project	M	Compliant	Policy and Procedure	KEPRO employs role-based access for all systems.	Compliant	Policy and Procedure	KEPRO employs role-based access for all systems.	Compliant
G7.4	Procedure for granting and terminating access to MMIS and NH Easy for vendor staff	M	Compliant	Policy and Procedure	KEPRO's current policies for onboarding and off-boarding staff will apply to staff accessing NH MMIS or NH Easy.	Compliant	Policy and Procedure	KEPRO's current policies for onboarding and off-boarding staff will apply to staff accessing NH MMIS or NH Easy.	Compliant
G7.5	Documentation that describes the implementation and enforcement of State-of-the-art encryption, secured networks, and role-based access for every application that will be used for the New Hampshire project	M	Compliant	Policy and Procedure	KEPRO's System Security Plan (SSP) covers all aspects of KEPRO system security	Compliant	Policy and Procedure	KEPRO's System Security Plan (SSP) covers all aspects of KEPRO system security	Compliant

Exhibit A-1 - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY			
State Requirements			
Req #	Requirement Description	Criticality	
H8.0	Procedure to identify the system requirements and specifications to design the case tracking/reporting systems that will be built for NH DHHS	M	Compliant Policy and Procedure KEPRO is planning to use existing applications to support NH DHHS requirements. All requirements and specifications for any changes required to support NH DHHS will be shared with DHHS.
H8.1	Procedures used to ensure the system infrastructure will be designed to support internal audit capability and comply with HIPAA standards	M	Compliant Policy and Procedure KEPRO will share with DHHS all procedures used to ensure HIPAA compliance with DHHS.
H8.2	Security procedures used for administration of the cloud-based QuickBase system	M	Compliant Policy and Procedure KEPRO will share all procedures used to support Quickbase system.
H8.3	Procedure used for creating management reports, PASRR Level II reports and other reports required for New Hampshire's PASRR activities	M	Compliant Policy and Procedure KEPRO will share all procedures used to create all reports related to PASRR
H8.4	Procedures used to identify records, data sets and related documents for transfer to the vendor from DHHS	M	Compliant Policy and Procedure KEPRO will share all procedures used to create all reports related to record
H8.5	Procedure for creation/configuration of secure email exchange between DHHS and the vendor	M	Compliant Policy and Procedure KEPRO will work with DHHS technical staff to establish a secure email connection.
H8.6	Procedure to reconcile if document will be sent to the DDU or Xerox processing center, via a secure email, fax, or courier	M	Compliant Policy and Procedure KEPRO will create and share procedures for document transfers.
H8.7	Risk management procedures for IT systems used for NH DHHS by the vendor	M	Compliant Policy and Procedure KEPRO will share our IT System Risk Management policies and procedures.
H8.8	Procedure used by the vendor to track inadvertent disclosures and monitor their appropriate reporting and resolution	M	Compliant Policy and Procedure KEPRO will share our Incident Response Plan.
H8.9	Document that provides step-by-step instructions for verification of identity when making or receiving telephone contacts and prevention of inadvertent disclosures via fax	M	Compliant Policy and Procedure KEPRO will share our current process for identity verification.
H8.10	Procedure to ensure security is integral and up-front to all designs	M	Compliant Policy and Procedure KEPRO will share the portions of our System Security Plan that deal with the design of hardware and software systems.
H8.11	Procedure for deployment of reports that will be made available via secure web sites, or transferred through secure email or file transfer technology	M	Compliant Policy and Procedure KEPRO will share all policies and procedures related to securing sensitive information shared via Web sites, email or secure file transfer.
H8.12	Submit a document that details the applicable SSA regulations to the New Hampshire project	M	Compliant Policy and Procedure KEPRO will share our System Security Plan as it relates to the New Hampshire contract.
H8.13	Provide business and technical architecture for clinical eligibility tracking using Intuit QuickBase database	M	Compliant Policy and Procedure KEPRO will work with NH DHHS staff to understand requirements related to the Intuit QuickBase database.
H8.14	Provide business and technical architecture for a claims reconciliation system use for the Nursing Home Application	M	Compliant Policy and Procedure KEPRO will work with NH DHHS staff to understand requirements related to the Nursing Home Application.

Exhibit A-1 - Technical Requirements

H8.15	Provide business and technical architecture for the Community Case Management database	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO will work with NH DHHS staff to understand requirements related to the Community Case Management system.	KEPRO will work with NH DHHS staff to understand requirements related to the Community Case Management system.
H8.16	Evidence that staff assigned to the DHHS project have received HIPAA training and the date each staff received this training	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO's Learning Management System tracks all aspects of security training. Information regarding staff completion of training will be shared with DHHS.	KEPRO's Learning Management System tracks all aspects of security training. Information regarding staff completion of training will be shared with DHHS.
H8.17	Copy of the confidentiality document that is used by the vendor to ensure that all staff working on the New Hampshire contract attests to the fact that all state and federal confidentiality requirements are understood and will be observed	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO's existing signed confidentiality document and training will be amended to include an attestation for NH DHHS.	KEPRO's existing signed confidentiality document and training will be amended to include an attestation for NH DHHS.
H8.18	Last date when the vendor reviewed Data Center policies, procedures, and practices to ensure that security adheres to relevant regulatory requirements	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	These documents are reviewed annually or as when major system changes occur.	These documents are reviewed annually or as when major system changes occur.

Exhibit A-1 - Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY							
State Requirements							
Req #	Requirement Description	Criticality	DDU Current Reporting System				
			Vendor Response				
			Delivery Method				
19.0	Certify that the system(s) used by the vendor for the New Hampshire project are fully compliant with applicable federal and state laws, regulations, standards, and executive orders pertaining to confidential health care information including but not limited to HIPAA, HITECH, New Hampshire RSA 359-C:19, RSA 359-C:20 and RSA 359-C:21, and New Hampshire RSA 332-I:1-1:6.	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO will certify that all systems used to support NH DHHS are compliant with New Hampshire RSA 359-C:19, RSA 359-C:20 and RSA 359-C:21, and New Hampshire RSA 332-I:1-1:6 as well as all other applicable state and federal mandates, including HIPAA and the HITECH act.
19.1	Certify that the vendor will use locked containers and use an insured courier who specializes in medical transport services for transportation of paper files and materials from NH DHHS to the vendor	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO currently employs bonded couriers to transport documents and will do the same concerning all NH DHHS documents.
19.2	Certify that the vendor will use a secure encrypted email system for secure email between NH DHHS and the vendor	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO will work with NH DHHS staff to set up trusted email connections as is currently done for other customers.
19.3	Certify that hard copy documents to be discarded will be placed in a locked box for shredding	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO currently stores all documents in locked containers prior to disposal by a bonded shred company. We will do the same for this contract.
19.4	Certify that the SQL database used to house the data will provide database-level and column-level encryption, to provide "at-rest" data security, and 2-factor authentication for sensitive online data such as Social Security numbers	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO will employ database and column level encryption and two-factor authentication for all NH DHHS data at rest.
19.5	Certify that all communication between the UI and the database, and the end-platform and UI, will be encrypted using the latest available technologies (SSL/TLS) and trusted Certificate Authorities	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO will employ encryption for all NH DHHS data in motion as required as is currently done for other lines of business.
19.6	Certify that the systems used for the NH DHHS project will be hosted in the vendor's Data Center that follows measurements and standards set by the HIPAA and HITECH Act security standards for the storage and management of Protected Health Information (PHI)	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO's data centers currently comply with all HIPAA and HITECH Act standards and will certify as such.
19.7	Certify that the systems used for the NH DHHS project will be hosted in a data center that adheres to the principles of ISO/IEC 27001:2005, AICPA SSAE16 Reporting Standards and Trust Security Principles (TSP) Criteria	M	Compliant	Policy and Procedure	Compliant	Policy and Procedure	KEPRO's data centers currently comply with SSAE16 SOC 2 standards and we will certify as such.



Method and Conditions Precedent to Payment

1. This contract is funded by federal Medicaid funds. The contractor must ensure compliance with CFDA #93.778, U.S. Department of Health & Human Services, Centers for Medicare and Medicaid Service, Medical Assistance Program, Medicaid, Title XIX.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, as follows:
 - 2.1. Cost reimbursement for PASRR Level I activities shall not exceed fifty-one thousand dollars (\$51,000) at a rate of one hundred dollars (\$100) for not more than five hundred ten (510) cases.
 - 2.2. Cost reimbursement for PASRR Level II activities shall not exceed one hundred twenty thousand dollars (\$120,000) at a rate of eight hundred dollars (\$800) for not more than one hundred fifty (150) cases.
 - 2.3. Cost reimbursement for Nursing Facility Level of Care, unable to contact, activities shall not exceed five thousand eight hundred dollars (\$5,800) at a rate of one hundred dollars (\$100) not to exceed fifty-eight (58) cases.
 - 2.4. Cost reimbursement for Nursing Facility Level of Care, face to face activities shall not exceed seven hundred sixty-one thousand, two hundred fifty dollars (\$761,250) at a rate of two hundred fifty dollars (\$250) not to exceed three thousand forty-five (3045) cases.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices that indicate the number of PASRR Level I, PASRR Level II, NH LOC unable to contact, NH LOC MEA to include the names of the individuals and reviews completed.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. Invoices identified in Section 4.1 must be submitted to:

Financial Manager
Division of Client Services
129 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.

New Hampshire Department of Health and Human Services
Pre-Admission Resident Review & Nursing Facility Level of Care Services
Exhibit B



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6. 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.
 7. 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.



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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

New Hampshire Department of Health and Human Services
Exhibit C



- 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 Agreement for up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.



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:

August 15, 2016

Date


Name: Joseph A Dougher
Title: President and Chief Executive Officer



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, grant, loan, or cooperative agreement, 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:

August 15, 2016

Date

Name: Joseph A. Dougher

Title: President and Chief Executive Officer



**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 (I)(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:

August 15, 2016

Date

Name: Joseph A. Dougher
Title: President and Chief Executive Officer

JAD

8/15/16



**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.

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

New Hampshire Department of Health and Human Services
Exhibit G



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.

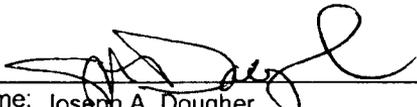
The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

August 15, 2016

Date


Name: Joseph A. Dougher
Title: President and Chief Executive Officer



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:

August 15, 2016

Date

Name: Joseph A. Dougher

Title: President and Chief Executive Officer



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

JAD

3/15/16



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.

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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) I, 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.

NH DHHS
 The State
Rebecca P. Sorli for Carol E. Sideris
 Signature of Authorized Representative
Carol E. Sideris
 Name of Authorized Representative
Director - Division of Client Services
 Title of Authorized Representative
8/15/16
 Date

Keystone Peer Review Organization, Inc.
 Name of the Contractor
[Signature]
 Signature of Authorized Representative
Joseph A. Dougher
 Name of Authorized Representative
President and Chief Executive Officer
 Title of Authorized Representative
August 15, 2016
 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:

August 15, 2016

Date

Name: Joseph A. Dougher

Title: President and Chief Executive Officer



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: 15-542-1159
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____