



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-9203 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Diane Langley,
Director
Sheri Rockburn,
Director

February 25, 2014

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

75% Federal funds
25% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to enter into Amendments with multiple vendors as Medical Services Consultants to complete medical eligibility assessments for Medicaid applicants seeking Long Term Care services, by increasing the price limitation by \$74,805, from \$74,853 to \$149,658 in the aggregate, and by extending the completion date to June 30, 2015 from June 30, 2014, effective date of Governor and Executive Council approval.

Funding is available in the following account in State Fiscal Year 2014 and 2015 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

Summary of contracted amounts by vendor:

Vendor	Current Budget	Increase/Decrease Amount	Revised Modified Budget
Madeline Clark	\$56,890	\$ 56,845	\$113,735
Suzanne Shea	\$17,963	\$ 17,960	\$35,923
Total	\$74,853	\$ 74,805	\$149,658

05-95-48-481510-61800000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT & COUNSELING

Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	550-500398	Assessment & Counseling	\$74,853	\$0	\$74,853
SFY 2015	550-500398	Assessment & Counseling	\$0	\$74,805	\$74,805
		Total	\$74,853	\$74,805	\$149,658

EXPLANATION

The requested action seeks approval of 2 of 7 agreements to extend existing contracts to June 30, 2015 that represent \$149,658 of the \$600,917 total for Medical Services Consultants contractors statewide during SFY 2014 and 2015 to complete medical eligibility assessments for Medicaid applicants seeking Long Term Care services. There is a potential for three new agreements. Contract negotiations with additional registered nurses are underway either to extend current contracts or enter into new agreements. Upon completion the remaining nursing agreements will be submitted for approval at a future Governor and Executive Council meeting. The original agreements were approved by Governor and Executive Council on August 14, 2014 item #41 and September 4, 2014, item #59.

As required by RSA 151-E:3, the Bureau of Elderly and Adult Services engages registered nurses to complete medical eligibility assessments for applicants seeking Long Term Care services in nursing facilities or in less restrictive settings such as home and community based services under the Medicaid Program. The Department has estimated that over 5,204 individuals will be assessed in SFY 2014 and 5,680 in SFY 2015. Of these numbers, 4000 will be found eligible for services in SFY 2014 and 4200 in SFY 2015.

An audit by the Legislative Budget Assistant in 2010 found that the Bureau of Elderly and Adult Services was not completing medical eligibility redetermination assessments in the time required by Federal regulations. Staffing vacancies constrained the Bureau's ability to comply with these regulations. The Bureau took corrective action by using part-time contracted registered nurses to supplement the Bureau's nursing staff to complete these assessments. This requested action will enable the Bureau of Elderly and Adult Services to continue completing assessments within the required time in compliance with its corrective action plan.

The Bureau of Elderly and Adult Services posted a Request for Applications on the Department of Health and Human Services' website on May 9, 2013, and placed an advertisement in the Concord Monitor and Valley News covering the areas of Lebanon and Claremont, on Sunday, May 12, 2013, requesting applications from qualified registered nurses to provide the services as described above.

Seven nurses were selected based on their experience, skills and willingness to adhere to the terms and conditions of the attached Contract Agreements. Based on the quality of their assessments and the timeliness in which they have submitted them, the Department would like to continue contracting with these nurses and has invited them to continue their services for State Fiscal Year 2015.

An updated Request for Applications was published on the Department's website on January 8, 2014 that generated interest from three additional nurses.

Should Governor and Executive Council determine not to approve this request; the Bureau of Elderly and Adult Services' Long Term Care Unit will not have sufficient registered nurses to complete timely medical eligibility assessments. This could place the Department at risk of audit findings for noncompliance, which would result in a significant withdrawal of federal funding. Additionally, frail elders and persons with chronic conditions will experience a delay in services if assessments are not completed timely that could put their safety and well-being at risk. The alternative for many would be more costly hospitalizations, which will impact the Medicaid budget.

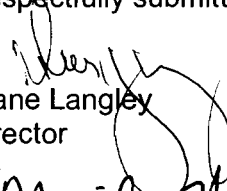
The rate of reimbursement for this service is \$35.00 per hour, combined with travel reimbursement at the rate of \$.56 per mile (adjusted from \$.565) in accordance with mileage reimbursement rates established by the Internal Revenue Service, and a current expense reimbursement rate of \$15.00 per month. This hourly rate is lower than rates of equivalent positions in the private sector and do not exceed public sector salaries and fringe benefits.

Area served: Statewide.

Source of funds: 75% federal (Medicaid) and 25% general.

In the event that the federal funds become no longer available, general funds will not be requested to support medical eligibility assessments work.

Respectfully submitted,


Diane Langley
Director

Approved by:


Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Madeline Clark, RN Contract**

This 1st Amendment to the Nursing/Medical Consultant Services contract (hereinafter referred to as "Amendment 1") dated this 21st day of January 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Madeline Clark, RN (hereinafter referred to as "the Contractor"), sole proprietor with a place of business at 3 Pine Bluff, Derry, New Hampshire, 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 14, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties;

WHEREAS, the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2015.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$113,735.
- 2) Amendment and modification of Exhibit A.
 - a) Delete Exhibit A.
 - b) Replace with Exhibit A Amendment #1.
- 3) Amendment and modification of Exhibit B.
 - a) Delete Exhibit B.
 - b) Replace with Exhibit B Amendment #1.
- 4) Contractor agrees to Exhibits C and Exhibits C-1 through J extended to June 30, 2015.



**New Hampshire Department of Health and Human Services
Nursing/Medical Consultant 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

2/17/14
Date

Shirley M. DeBos
NAME
TITLE

Madeline Clark, RN

01/23/2014
Date

Madeline Clark RN
NAME
TITLE

MARY E. RUBY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

Acknowledgement:

State of NH, County of Hillsborough on 1/23/2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Mary E. Ruby
Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health and Human Services
Nursing/Medical Consultant Services**

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

OFFICE OF THE ATTORNEY GENERAL

2-10-14
Date

Rosemary Wiant
Name: *Rosemary Wiant*
Title: *Assistant Attorney General*

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:



Scope of Services

1. Background:

The New Hampshire Department of Health and Human Service (DHHS), Bureau of Elderly and Adult Services (BEAS) requires the services of a New Hampshire Registered Nurse to conduct face-to-face medical eligibility assessments or to review medical eligibility assessments completed by Community Providers for long term care services.

2. Medical Eligibility Assessments:

The Contractor shall provide Nursing/Medical Consultant Services to complete medical eligibility assessments, either by a face-to-face visit or by a review of completed assessments by trained community providers for initial eligibility determinations and continued eligibility redeterminations for individuals who request or receive long term care (LTC) services.

2.1. In performing face-to-face visits the Contractor shall complete the following functions that include, but are not limited to:

- 2.1.1. Receive case assignments from BEAS or as directed by the BEAS' LTC Unit Nursing Supervisor or designee;
- 2.1.2. Be responsible for coordinating and informing clients and Case Managers of the planned visit to the client to complete the Medical eligibility assessment;
- 2.1.3. Perform program medical eligibility assessments in accordance with relevant Administrative Rules, BEAS policies and practice guidelines, and in accordance with assessment tools specified by BEAS within fifteen (15) business days of assignment unless otherwise communicated to the LTC Unit Nursing Supervisor or designee;
 - 2.1.3.1. Identify the needs of the individual and develop a comprehensive service plan to meet these needs;
 - 2.1.3.2. Communicate with all involved parties pertinent information regarding the outcome of medical eligibility assessment or attempt to complete the assessment;
- 2.1.4. Communicate effectively with all necessary parties in accordance with BEAS standardized procedures;
- 2.1.5. Consistently complete and submit all required documentation and paperwork in required format and in a timely manner; and
- 2.1.6. Demonstrate proficiency with required information technology to obtain required information to complete medical assessments and to transmit required eligibility documentation for to BEAS State Office.



- 2.2. In performing the review of completed assessments by trained Community Providers, the Contractor shall complete the following functions:
- 2.2.1. Receive case assignments from BEAS or as directed by the BEAS' LTC Unit Nursing Supervisor or designee;
 - 2.2.2. Identify the needs of the individual and develop a comprehensive service plan to meet these needs and communicate with all involved parties pertinent information regarding the outcome of medical eligibility assessment;
 - 2.2.3. Communicate effectively with all necessary parties in accordance with BEAS standardized procedures;
 - 2.2.4. Consistently complete and submit all required documentation and paperwork in required format and in a timely manner; and
 - 2.2.5. Demonstrate proficiency with required information technology systems to complete medical assessments and transmission of required documentation for eligibility to BEAS State Office.
3. Attend required meetings when requested by BEAS' LTC Unit Nursing Supervisor.
4. Provide BEAS with a minimum 30 days notification of scheduled days off during the contract period.
5. Must possess a valid driver's license and automobile insurance in order to travel in state on an on-going basis to perform the duties herein specified. The Contractor shall maintain consistent access to dependable personal transportation.
6. Ensure the Department at BEAS has on file for the duration of the contract period the Contractor's current resume and an active New Hampshire Registered Nurse license.
7. Must carry professional general liability insurance.
8. Contract Monitoring:
The DHHS shall monitor the contract by conducting announced and/or unannounced site/desk reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Entire Agreement:
The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



Exhibit B Amendment #1
Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the General Provisions (P-37), for the services provided by the Contractor pursuant to Exhibit A, Scope of Services. No maximum or minimum medical eligibility assessment volume is guaranteed.

2. Budget

The Contractor agrees to the following rates of reimbursement and expenses.

Service	SFY 2014	SFY 2015
Nursing/Medical Consultant Services at \$35.00 per hour	\$51,625	\$51,625
Mileage reimbursement: The reimbursement per mile shall be the current mileage reimbursement rate as determined by the U. S. Internal Revenue Service.	\$ 5,085	\$ 5,040
Related current expenses not to exceed \$15.00/month with prior approval by the Long Term Care Nursing Supervisor.	\$ 180	\$ 180
TOTALS	\$56,890	\$56,845

3. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 2 Budget, to adjust the amounts within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
4. Payment for said services shall be made as follows:
The Contractor will submit a weekly invoice which identifies and requests reimbursement for authorized expenses incurred in the prior week. The invoice shall include the dates, type, and amount of each expense. BEAS shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Mileage: As instructed by BEAS, the Contractor shall record mileage incurred to perform the scope of services in this contract.
6. This agreement is funded with 75% Federal (Medicaid) and 25% General funds from the Centers of Medicare and Medicaid, Catalog of Federal Domestic Assistance number 93.778
7. Payment Requests shall be submitted to:

Karen Carleton, LTC Nurse Supervisor
Department of Health and Human Services
Bureau of Elderly and Adult Services
Hugh Gallen Office Park, Brown Bldg.
129 Pleasant Street
Concord, NH 03301-3857

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CM&F Group, Inc 99 Hudson St., 12th Floor New York NY 10013	CONTACT NAME: PHONE (A/C No., Ext.): 212-233-8911 FAX (A/C, No): 212-608-4378 E-MAIL ADDRESS: info@cmfgroup.com PRODUCER CUSTOMER ID #: 437459	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: GRANITE STATE INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
INSURED MADELINE A. CLARK 3 PINE BLUFF Derry, NH 03038 212-233-8911	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	
	INSURER H:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability			11367374	05/26/2013	05/26/2014	Per Occ Aggregate	1,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability Insurance - Registered Nurse
Evidence Of Insurance

CERTIFICATE HOLDER

Department of Health and Human Services
129 Pleasant Street, Brown Building
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Suzanne Shea, RN Contract

This 1st Amendment to the Nursing/Medical Consultant Services contract (hereinafter referred to as "Amendment 1") dated this 21st day of January 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Suzanne Shea, RN (hereinafter referred to as "the Contractor"), sole proprietor with a place of business at 12 Estabrook Circle, West Lebanon, New Hampshire, 03784.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 14, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties;

WHEREAS, the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2015.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$35,923.
- 2) Amendment and modification of Exhibit A.
 - a) Delete Exhibit A.
 - b) Replace with Exhibit A Amendment #1.
- 3) Amendment and modification of Exhibit B.
 - a) Delete Exhibit B.
 - b) Replace with Exhibit B Amendment #1.
- 4) Contractor agrees to Exhibits C and Exhibits C-1 through J extended to June 30, 2015.

New Hampshire Department of Health and Human Services
Nursing/Medical Consultant 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

1/30/14
Date

[Signature]
NAME
TITLE

Suzanne Shea, RN

1/27/2014
Date

[Signature]
NAME
TITLE

Acknowledgement:

State of N.H., County of Strafford on 1/27/2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

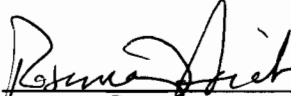
LOUISE B. CARPENTER
Notary Public - New Hampshire
My Commission Expires April 1, 2014



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

OFFICE OF THE ATTORNEY GENERAL

2-10-14
Date


Name: Rosemary Wiant
Title: Assistant Attorney General

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:



Scope of Services

1. Background:

The New Hampshire Department of Health and Human Service (DHHS), Bureau of Elderly and Adult Services (BEAS) requires the services of a New Hampshire Registered Nurse to conduct face-to-face medical eligibility assessments or to review medical eligibility assessments completed by Community Providers for long term care services.

2. Medical Eligibility Assessments:

The Contractor shall provide Nursing/Medical Consultant Services to complete medical eligibility assessments, either by a face-to-face visit or by a review of completed assessments by trained community providers for initial eligibility determinations and continued eligibility redeterminations for individuals who request or receive long term care (LTC) services.

2.1. In performing face-to-face visits the Contractor shall complete the following functions that include, but are not limited to:

- 2.1.1. Receive case assignments from BEAS or as directed by the BEAS' LTC Unit Nursing Supervisor or designee;
- 2.1.2. Be responsible for coordinating and informing clients and Case Managers of the planned visit to the client to complete the Medical eligibility assessment;
- 2.1.3. Perform program medical eligibility assessments in accordance with relevant Administrative Rules, BEAS policies and practice guidelines, and in accordance with assessment tools specified by BEAS within fifteen (15) business days of assignment unless otherwise communicated to the LTC Unit Nursing Supervisor or designee;
 - 2.1.3.1. Identify the needs of the individual and develop a comprehensive service plan to meet these needs;
 - 2.1.3.2. Communicate with all involved parties pertinent information regarding the outcome of medical eligibility assessment or attempt to complete the assessment;
- 2.1.4. Communicate effectively with all necessary parties in accordance with BEAS standardized procedures;
- 2.1.5. Consistently complete and submit all required documentation and paperwork in required format and in a timely manner; and
- 2.1.6. Demonstrate proficiency with required information technology to obtain required information to complete medical assessments and to transmit required eligibility documentation for to BEAS State Office.



- 2.2. In performing the review of completed assessments by trained Community Providers, the Contractor shall complete the following functions:
- 2.2.1. Receive case assignments from BEAS or as directed by the BEAS' LTC Unit Nursing Supervisor or designee;
 - 2.2.2. Identify the needs of the individual and develop a comprehensive service plan to meet these needs and communicate with all involved parties pertinent information regarding the outcome of medical eligibility assessment;
 - 2.2.3. Communicate effectively with all necessary parties in accordance with BEAS standardized procedures;
 - 2.2.4. Consistently complete and submit all required documentation and paperwork in required format and in a timely manner; and
 - 2.2.5. Demonstrate proficiency with required information technology systems to complete medical assessments and transmission of required documentation for eligibility to BEAS State Office.
3. Attend required meetings when requested by BEAS' LTC Unit Nursing Supervisor.
4. Provide BEAS with a minimum 30 days notification of scheduled days off during the contract period.
5. Must possess a valid driver's license and automobile insurance in order to travel in state on an on-going basis to perform the duties herein specified. The Contractor shall maintain consistent access to dependable personal transportation.
6. Ensure the Department at BEAS has on file for the duration of the contract period the Contractor's current resume and an active New Hampshire Registered Nurse license.
7. Must carry professional general liability insurance.
8. Contract Monitoring:
The DHHS shall monitor the contract by conducting announced and/or unannounced site/desk reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Entire Agreement:
The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



Exhibit B Amendment #1
Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the General Provisions (P-37), for the services provided by the Contractor pursuant to Exhibit A, Scope of Services. No maximum or minimum medical eligibility assessment volume is guaranteed.

2. Budget

The Contractor agrees to the following rates of reimbursement and expenses.

Service	SFY 2014	SFY 2015
Nursing/Medical Consultant Services at \$35.00 per hour	\$17,500	\$17,500
Mileage reimbursement: The reimbursement per mile shall be the current mileage reimbursement rate as determined by the U. S. Internal Revenue Service.	\$ 283	\$ 280
Related current expenses not to exceed \$15.00/month with prior approval by the Long Term Care Nursing Supervisor.	\$ 180	\$ 180
TOTALS	\$17,963	\$17,960

3. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 2 Budget, to adjust the amounts within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
4. Payment for said services shall be made as follows:
The Contractor will submit a weekly invoice which identifies and requests reimbursement for authorized expenses incurred in the prior week. The invoice shall include the dates, type, and amount of each expense. BEAS shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Mileage: As instructed by BEAS, the Contractor shall record mileage incurred to perform the scope of services in this contract.
6. This agreement is funded with 75% Federal (Medicaid) and 25% General funds from the Centers of Medicare and Medicaid, Catalog of Federal Domestic Assistance number 93.778
7. Payment Requests shall be submitted to:

Karen Carleton, LTC Nurse Supervisor
Department of Health and Human Services
Bureau of Elderly and Adult Services
Hugh Gallen Office Park, Brown Bldg.
129 Pleasant Street
Concord, NH 03301-3857



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance
OCCURENCE POLICY FORM

Print Date: 7/01/2013



Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0430335322 from 07/17/13 to 07/17/14 at 12:01 AM Standard Time

Named Insured and Address:
Suzanne B Shea
12 Estabrook Cir
West Lebanon, NH 03784-1202

Program Administered by:
Nurses Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-247-1500
www.nso.com

Medical Specialty:
Registered Nurse

Code:
80964

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
383 S. Wabash Avenue, Chicago, IL 60604

Professional Liability \$1,000,000 each claim \$6,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Malplacement Liability
- * Personal Injury Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$25,000	per proceeding	\$25,000	aggregate
Defendant Expense Benefit	\$1,000	per day limit	\$25,000	aggregate
Deposition Representation	\$10,000	per deposition	\$10,000	aggregate
Assault	\$25,000	per incident	\$25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$25,000	per person	\$100,000	aggregate
First Aid	\$10,000	per incident	\$10,000	aggregate
Damage to Property of Others	\$10,000	per incident	\$10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	\$25,000	per incident	\$25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total: \$ 106.00

Base Premium \$106.00

Premium reflects Employed, Part Time

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121503-C	G-121501-C	G-145184-A	G-147292-A	GSL15563
GSL15564	GSL15565	GSL17101	GSL13424	G-123846-C28	G-123850-D28
GSL3886	GSL3908				

Thomas F. Motamed: [Signature]
Chairman of the Board Secretary

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.
Master Policy # 188711433



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Nancy L. Rollins
Associate
Commissioner

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 25, 2013

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

G&C Approved
Date 8/14/13
Item # 41

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to enter into Agreements with multiple vendors as Medical Services Consultants to complete medical eligibility assessments for Medicaid applicants seeking Long Term Care services in an amount not to exceed \$217,012.50 in the aggregate, effective date of Governor and Executive Council approval through June 30, 2014.

Funding is available in the following account in State Fiscal Year 2014 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

Summary of contracted amounts by vendor:

Vendor	Amount
Sandra Bissonnette, RN	\$56,890.00
Judith Boska, RN	\$47,265.00
Madeline Clark, RN	\$56,890.00
Kathleen Metzler, RN	\$38,005.00
Suzanne Shea, RN	\$17,962.50
Total	\$217,012.50

05-95-48-481510-61800000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT & COUNSELING

Class/Account
550-500398

Class Title
Assessment & Counseling

SFY 2014
\$217,012.50

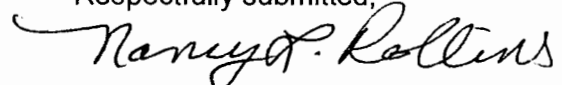
EXPLANATION

The requested action seeks approval of 5 of 8 agreements that represent \$217,012.50 of the \$273,442.50 total for Medical Services Consultants contractors statewide during SFY 2014 to complete medical eligibility assessments for Medicaid applicants seeking Long Term Care services.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
July 25, 2013
Page 3

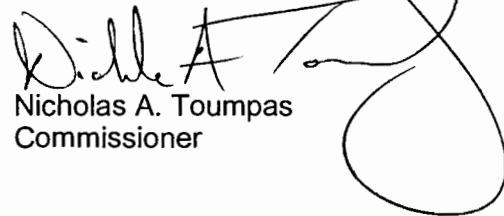
In the event that the federal funds become no longer available, general funds will not be requested to support medical eligibility assessments work.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Subject: Medical Eligibility Assessments**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Brown Building Concord, New Hampshire 03301-3857	
1.3 Contractor Name Madeline A. Clark, RN		1.4 Contractor Address 3 Pine Bluff Derry, New Hampshire 03038	
1.5 Contractor Phone Number (603) 432-0292	1.6 Account Number 05-95-48-481510-61800000-550-500398	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$56,890.00
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number (603) 271-9470	
1.11 Contractor Signature <i>Madeline A. Clark RN</i>		1.12 Name and Title of Contractor Signatory <i>MADELINE A. CLARK RN</i>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>7/18/13</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 <i>Kathleen Brown</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Kathleen Brown, Notary Public</i>			
1.14 State Agency Signature <i>Nancy L. Rollins</i>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Karen Huth</i> Director, On: <u>7-26-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Janet E. Herick</i> On: <u>23 Jul. 2013</u> <i>Janet E. Herick, Attorney</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

NURSING/MEDICAL CONSULTANT SERVICES

1. Background:

The New Hampshire Department of Health and Human Service (DHHS), Bureau of Elderly and Adult Services (BEAS) requires the services of a New Hampshire Registered Nurse to conduct face-to-face medical eligibility assessments or to review medical eligibility assessments completed by Community Providers for long term care services.

2. Medical Eligibility Assessments:

The Contractor shall provide Nursing/Medical Consultant Services to complete medical eligibility assessments, either by a face-to-face visit or by a review of completed assessments by trained community providers for initial and continued eligibility redeterminations for individuals who request or receive long term care (LTC) services.

2.1. In performing face-to-face visits the Contractor shall complete the following functions that include, but are not limited to:

- 2.1.1. Receive case assignments from BEAS or as directed by BEAS' LTC Unit Nursing Supervisor or designee;
- 2.1.2. Be responsible for coordinating and informing clients and Case Managers of the planned visit to complete the Medical eligibility assessment;
- 2.1.3. Perform program medical eligibility assessments in accordance with relevant Administrative Rules, BEAS policies and practice guidelines, and in accordance with assessment tools specified by BEAS within fifteen (15) business days of assignment unless otherwise communicated to LTC Unit Nursing Supervisor or designee;
 - 2.1.3.1. Identify the needs of the individual and develop a comprehensive service plan to meet these needs;
 - 2.1.3.2. Communicate with all involved parties pertinent information regarding the outcome of medical eligibility assessment or attempt to complete the assessment;
- 2.1.4. Communicate effectively with all necessary parties in accordance with BEAS standardized procedures;
- 2.1.5. Consistently complete and submit all required documentation and paperwork in required format and in a timely manner; and
- 2.1.6. Demonstrate proficiency with required information technology to obtain required information to complete medical assessments and transmission of required documentation for eligibility to BEAS State Office.



- 2.2. In performing the review of completed assessments by trained Community Providers, the Contractor shall complete the following functions:
 - 2.2.1. Receive case assignments from BEAS or as directed by BEAS' LTC Unit Nursing Supervisor or designee;
 - 2.2.2. Identify the needs of the individual and develop a comprehensive service plan to meet these needs, and communicate with all involved parties pertinent information regarding the outcome of medical eligibility assessment;
 - 2.2.3. Communicate effectively with all necessary parties in accordance with BEAS standardized procedures;
 - 2.2.4. Consistently complete and submit all required documentation and paperwork in required format and in a timely manner; and
 - 2.2.5. Demonstrate proficiency with required information technology to complete medical assessments and transmission of required documentation for eligibility to BEAS State Office.
3. Attend required meetings when requested by BEAS' LTC Unit Nursing Supervisor.
4. Provide BEAS with a minimum 30 days notification of scheduled days off during the contract period.
5. Travel in state on an on-going basis to perform as herein specified and maintain consistent access to dependable personal transportation.
6. Ensure that BEAS has on file for the duration of the contract period the Contractor's current resume and an active New Hampshire Registered Nurse license.
7. Contract Monitoring:

The DHHS shall monitor the contract by conducting announced and/or unannounced site/desk reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
8. Entire Agreement:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the General Provisions (P-37), for the services provided by the Contractor pursuant to Exhibit A, Scope of Services. No maximum or minimum medical eligibility assessment volume is guaranteed.

2. Budget

The Contractor agrees to the following rates of reimbursement and expenses.

Service	SFY 2014
Nursing/Medical Consultant Services at \$35.00 per hour	\$51,625
Mileage reimbursement at \$0.565 per mile (rate set by Internal Revenue Service and subject to change)	\$ 5,085
Related current expenses not to exceed \$15.00/month with prior approval by the Long Term Care Nursing Supervisor.	\$ 180
TOTALS	\$56,890

3. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 2 Budget, to adjust the amounts within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
4. Payment for said services shall be made as follows:
The Contractor will submit a weekly invoice which identifies and requests reimbursement for authorized expenses incurred in the prior week. The invoice shall include the dates, type, and amount of each expense. BEAS shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. This agreement is funded with 75% Federal (Medicaid) and 25% General funds from the Centers of Medicare and Medicaid, Catalog of Federal Domestic Assistance number 93.778
6. Payment Requests shall be submitted to:

Karen Carleton, LTC Nurse Supervisor
 Department of Health and Human Services
 Bureau of Elderly and Adult Services
 Hugh Gallen Office Park, Brown Bldg.
 129 Pleasant Street
 Concord, NH 03301-3857

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contractor or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review 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.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities : Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all sub contractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 professional liability against wrongful act, occurrence or personal injury offense limit for coverages for professional liability in amounts of not less than \$1,000,000 each claim and \$6,000,000 general aggregate, and

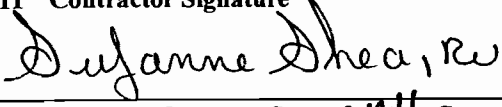
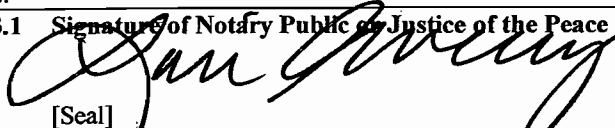
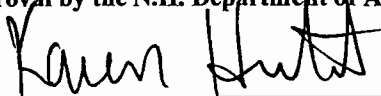
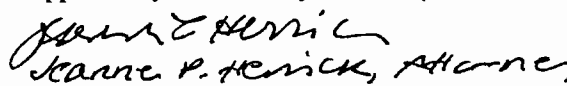
4. Adult Protective Services Central Registry Checks

The Bureau of Elderly and Adult Services shall notify the Contractor that the contract is immediately terminated should the results of the Adult Protective Services Central Registry Check required by RSA 161-F: 49 Registry, VII, so warrant.

Subject: Medical Eligibility Assessments**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Brown Building Concord, New Hampshire 03301-3857	
1.3 Contractor Name Suzanne Shea, RN		1.4 Contractor Address 12 Estabrook Circle West Lebanon, New Hampshire 03784	
1.5 Contractor Phone Number 603-369-9614	1.6 Account Number 05-95-48-481510-61800000-550-500398	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$17,962.50
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number (603) 271-9470	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Suzanne Shea, RN, MNCI	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>19th</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]		LORI L. AVERY Notary Public - New Hampshire My Commission Expires May 25, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace Lori L. Avery			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>7-26-13</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>24 JUL 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

NURSING/MEDICAL CONSULTANT SERVICES

1. Background:

The New Hampshire Department of Health and Human Service (DHHS), Bureau of Elderly and Adult Services (BEAS) requires the services of a New Hampshire Registered Nurse to conduct face-to-face medical eligibility assessments or to review medical eligibility assessments completed by Community Providers for long term care services.

2. Medical Eligibility Assessments:

The Contractor shall provide Nursing/Medical Consultant Services to complete medical eligibility assessments, either by a face-to-face visit or by a review of completed assessments by trained community providers for initial and continued eligibility redeterminations for individuals who request or receive long term care (LTC) services.

2.1. In performing face-to-face visits the Contractor shall complete the following functions that include, but are not limited to:

2.1.1. Receive case assignments from BEAS or as directed by BEAS' LTC Unit Nursing Supervisor or designee;

2.1.2. Be responsible for coordinating and informing clients and Case Managers of the planned visit to complete the Medical eligibility assessment;

2.1.3. Perform program medical eligibility assessments in accordance with relevant Administrative Rules, BEAS policies and practice guidelines, and in accordance with assessment tools specified by BEAS within fifteen (15) business days of assignment unless otherwise communicated to LTC Unit Nursing Supervisor or designee;

2.1.3.1. Identify the needs of the individual and develop a comprehensive service plan to meet these needs;

2.1.3.2. Communicate with all involved parties pertinent information regarding the outcome of medical eligibility assessment or attempt to complete the assessment;

2.1.4. Communicate effectively with all necessary parties in accordance with BEAS standardized procedures;

2.1.5. Consistently complete and submit all required documentation and paperwork in required format and in a timely manner; and

2.1.6. Demonstrate proficiency with required information technology to obtain required information to complete medical assessments and transmission of required documentation for eligibility to BEAS State Office.



- 2.2. In performing the review of completed assessments by trained Community Providers, the Contractor shall complete the following functions:
 - 2.2.1. Receive case assignments from BEAS or as directed by BEAS' LTC Unit Nursing Supervisor or designee;
 - 2.2.2. Identify the needs of the individual and develop a comprehensive service plan to meet these needs, and communicate with all involved parties pertinent information regarding the outcome of medical eligibility assessment;
 - 2.2.3. Communicate effectively with all necessary parties in accordance with BEAS standardized procedures;
 - 2.2.4. Consistently complete and submit all required documentation and paperwork in required format and in a timely manner; and
 - 2.2.5. Demonstrate proficiency with required information technology to complete medical assessments and transmission of required documentation for eligibility to BEAS State Office.
3. Attend required meetings when requested by BEAS' LTC Unit Nursing Supervisor.
4. Provide BEAS with a minimum 30 days notification of scheduled days off during the contract period.
5. Travel in state on an on-going basis to perform as herein specified and maintain consistent access to dependable personal transportation.
6. Ensure that BEAS has on file for the duration of the contract period the Contractor's current resume and an active New Hampshire Registered Nurse license.
7. Contract Monitoring:
The DHHS shall monitor the contract by conducting announced and/or unannounced site/desk reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
8. Entire Agreement:
The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the General Provisions (P-37), for the services provided by the Contractor pursuant to Exhibit A, Scope of Services. No maximum or minimum medical eligibility assessment volume is guaranteed.

2. Budget

The Contractor agrees to the following rates of reimbursement and expenses.

Service	SFY 2014
Nursing/Medical Consultant Services at \$35.00 per hour	\$ 17,500.00
Mileage reimbursement at \$0.565 per mile (rate set by Internal Revenue Service and subject to change)	\$ 282.50
Related current expenses not to exceed \$15.00/month with prior approval by the Long Term Care Nursing Supervisor.	\$ 180.00
TOTALS	\$17,962.50

3. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 2 Budget, to adjust the amounts within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
4. Payment for said services shall be made as follows:
The Contractor will submit a weekly invoice which identifies and requests reimbursement for authorized expenses incurred in the prior week. The invoice shall include the dates, type, and amount of each expense. BEAS shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. This agreement is funded with 75% Federal (Medicaid) and 25% General funds from the Centers of Medicare and Medicaid, Catalog of Federal Domestic Assistance number 93.778
6. Payment Requests shall be submitted to:

Karen Carleton, LTC Nurse Supervisor
 Department of Health and Human Services
 Bureau of Elderly and Adult Services
 Hugh Gallen Office Park, Brown Bldg.
 129 Pleasant Street
 Concord, NH 03301-3857

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review 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.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities : Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all sub contractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

1. **Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:**

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. **Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 professional liability against wrongful act, occurrence or personal injury offense limit for coverages for professional liability, good samaritan liability, malplacement liability, and personal injury liability, in amounts of not less than \$1,000,000 each claim and \$6,000,000 general aggregate; and sexual misconduct included in the professional liability limit identified above subject to \$25,000 aggregate sublimit, and

4. Adult Protective Services Central Registry Checks

The Bureau of Elderly and Adult Services shall notify the Contractor that the contract is immediately terminated should the results of the Adult Protective Services Central Registry Check required by RSA 161-F: 49 Registry, VII, so warrant.