



Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner

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

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

May 15, 2013

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

75% federal
25% general

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy to enter into an agreement, not to exceed \$611,175.06, with Keystone Peer Review Organization, Inc. (KePRO), Vendor #166973, Harrisburg, Pennsylvania, to provide prior authorization, service limit override, and other Medicaid benefit determination services for New Hampshire's Medicaid Fee for Service (FFS) Program beneficiaries. The agreement would be effective July 1, 2013, or the date of Governor and Council approval, whichever date is later, through June 30, 2016, with an option for two, two-year extensions of the contract.

Funds are available in SFY 2014, and are anticipated to be available in State Fiscal Years 2015, and 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts between fiscal years if needed and justified.

05-00095-047-470010-7937, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION.

<u>State</u> <u>Fiscal</u> <u>Year</u>	<u>Class</u> <u>Account</u>	<u>Class Title</u>	<u>Budget Amount</u>
2014	102/500/731	Contracts for Program Services	\$480,018.18
2015	102/500/731	Contracts for Program Services	\$ 65,578.44
2016	102/500/731	Contracts for Program Services	\$ 65,578.44
Total			\$611,175.06

EXPLANATION

The purpose of this agreement is to provide for high quality and cost efficient prior authorization, service limit override, and other benefit determination services for New Hampshire Medicaid Fee for Service Program beneficiaries. KePRO will provide benefit determination services consistent with evidence-based clinical assessment and current federal and state regulations governing the Medicaid Program. This agreement will ensure that the Department meets its responsibility for managing healthcare-related programs, maintaining beneficiary access to healthcare, containing healthcare costs, and ensuring the appropriateness and quality of care provided to New Hampshire Medicaid beneficiaries.

The Department's Medicaid Program provided healthcare services coverage for more than 130,000 beneficiaries during State Fiscal Year (SFY) 2012. New Hampshire Medicaid currently provides healthcare coverage using a Fee for Service delivery model. With the advent of its Medicaid Care Management program, the Department's need for benefits management, although changed, will continue. The Department has anticipated and addressed those changes in this contract.

The volume of work required of the Medicaid benefits contractor will decrease with each step of the implementation of New Hampshire Medicaid Care Management. Upon approval of this agreement, KePRO will provide Medicaid benefits management services for approximately 130,000 beneficiaries receiving healthcare coverage on a Fee for Service basis (estimated covered lives), which will result in an estimated 19,000 benefit decisions (prior authorizations, service limit overrides, special requests) per year. Upon implementation of Step One of Medicaid Care Management, KePRO will be required to provide benefit management services for an estimated 16,000 beneficiaries, which is expected to result in approximately 3,000 benefit decisions per year. Implementation of Step Two and Step Three will require KePRO to provide services for an estimated 5,000 beneficiaries per year, resulting in an estimated 200 benefit decisions. This agreement is based on an estimated number of covered lives, benefit decisions, and fair hearings addressing appeals of KePRO decisions. The costs associated with this agreement will be in accordance with the schedule set forth below:

Benefit Management for Fee For Service Medicaid Beneficiaries:

Price Limit per Month: \$63,317.09

Management of Remaining FFS Beneficiaries during **Step 1** of the Medicaid Care Management Program:

Price Limit per Month: \$16,685.94

Management of Remaining FF Beneficiaries during **Step 2 and Step 3** of the Medicaid Care Management Program:

Price Limit per Month: \$5,464.87

These estimates result in a pricing limitation of \$611,175.06. The Department contractually reserved the right to unilaterally change the timing and pricing estimates at any time. Actual costs will not exceed the pricing limits provided above absent an amendment to this agreement.

Should the Governor and Executive Council withhold its approval of this request, the Department would be responsible for conducting prior authorization activities for services reimbursed on a fee for service basis utilizing existing Department staff. Existing Department staffing constraints make it highly unlikely that staff would be able to meet performance standards, contractually required of KePRO, involving the timeliness of Medicaid benefit and authorization decisions. Untimely decisions on both routine and urgent medical service requests for authorization would subject Medicaid beneficiaries to considerable delay in accessing healthcare services, and considerable risk resulting from untimely medical service delivery. Delayed decision-making would also subject healthcare providers to additional administrative burden and increase the Department's exposure to the risk of litigation.

This contract with KePRO will allow the Department to continue to successfully manage the provision of healthcare services to Medicaid beneficiaries remaining in its Fee for Service Program. The Department has determined that quality of care and cost avoidance is realized as a result of Medicaid benefit administrative activities. These Medicaid benefit administrative activities will be continued with KePRO. The Department will actively monitor the KePRO contract through ongoing performance measurement.

Competitive Bidding

The KePRO contract was the result of a competitive bidding process. The Department released a Request for Proposals for Medicaid Benefits Management for New Hampshire Medicaid Beneficiaries under Fee for Service Payment Arrangements on February 8, 2013. Two potential bidders sent Letters of Intent in response to the Request for Proposals to the Department, and then submitted their proposals on March 14, 2013. The Department appointed an evaluation team from Finance, Policy, and Clinical Administration to review, and score the two proposals submitted. Using a weighted evaluation tool, the team evaluated the proposals based on three broad criteria, Vendor Qualifications and Experience, Technical Approach, and Cost. The Technical Approach assessment included evaluation of the Bidders' proposals regarding thirteen programmatic criteria. KePRO achieved the highest score with a total score of 838 out of a possible 1025 total points. The proposal scoring-sheet is attached hereto. Based upon the evaluation team's findings, the Commissioner determined that KePRO is the best-qualified contractor to provide Medicaid benefit management services for the Department's Medicaid beneficiaries.

The evaluation team's final assessment reflected that, in particular, KePRO received the overall higher ranking on the service and programmatic attributes and proposed a reasonable financial structure for the Department as it transitions its Medicaid Fee for Service Program to a Medicaid Care Management Program. The evaluation team concluded that KePRO was more likely than the other bidder to be successful in implementing and managing cost-effective enhanced care coordination and utilization management programs to improve the health status of the target population and was more likely to provide economic benefits to the State.

The contract term may be extended twice for two-year extensions, at the option of the Department, subject to the parties' prior written agreement on applicable fees for each extended term, up to June 30, 2020, and upon satisfactory performance of the contractor and approval by the Governor and Executive Council.

Geographic Area Served

The geographic area to be served is statewide.

Source of Funds

The source of funds for SFY 2014 is an enhanced federal match of 75 % Federal Funds and 25 % General Funds for prior authorization and concurrent review activities that are considered Quality Improvement Organization functions, and for any remaining activities is 50% Federal Funds and 50% General Funds.

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director

Approved by:



Nicholas A. Toumpas
Commissioner

Final Evaluation

13-OMBP-PA-02

Vendor Qualifications and Experience

	Points	Total Weight	Points	Initial Points	Final Points	Telligen	Initial Points	Final Points	KePro
Qualifications (section 4.1)	10	5	50	8	40	10	10	50	
Experience (Section 4.1)	10	5	50	7	35	9	9	45	
Sub Total	20	10	100	15	75	19	19	95	

Methodology Proposed/Technical Approach

	Possible Score	Points	Total Weight	Points	Initial Points	Final Points	Telligen	Initial Points	Final Points	KePro
Call Center Operations (Section 3.1.1)	5	5	25	2	10	5	5	25		
Development of New Criteria (Section 3.1.2)	10	10	100	5	5	50	9	9	90	
Review of Current Medicaid Clinical Criteria (Section 3.1.3)	5	5	25	3	15	15	5	5	25	
Regulatory Development and Compliance (Section 3.1.4)	5	5	25	3	15	15	3	3	15	
Coverage Determination Process (Section 3.1.5)	10	10	100	6	60	60	9	9	90	
Communications and Notice of Coverage Determinations (Section 3.1.6)	10	5	50	6	60	60	9	9	45	
Appeals (Section 3.1.7)	10	7.5	75	7	52.5	52.5	10	10	75	
Redirection of Site of Service (Section 3.1.8)	5	5	25	2	10	10	3	3	15	
Quality Assurance and Inter-rater Reliability (Section 3.1.9)	5	5	25	2	10	10	3	3	15	
Physician Staffing (Section 3.1.10)	5	5	25	2	10	10	3	3	15	
Accreditation (Section 3.1.11)	5	5	25	2	10	10	4	4	20	
Provider Network Education and Support	5	5	25	3	15	15	5	5	25	
Program Implementation	10	10	100	7	70	70	9	9	90	
Sub Total	90	82.5	625	50	387.5	387.5	77	77	545	

Technical Proposal Total

Technical Proposal Total	110	92.5	725	65	462.5	462.5	96	96	640	
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Cost 300 Points

Cost 300 Points	300	1	300	300	300	300	198	198	KePRO	
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Summary

	Points	Total Weight	Points	Initial Points	Final Points	Telligen	Initial Points	Final Points	KePro
Total	410	93.5	1025	65	762.5	96	96	838	

Cost

Cost	334,050	1	300	300	300	198	198	198	
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Telligen

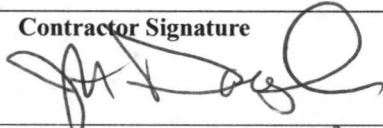
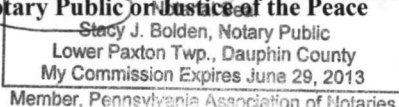


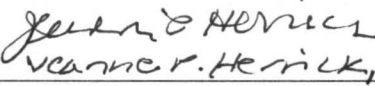
KePro

Subject: KePRO, Inc.

AGREEMENT**GENERAL PROVISIONS**

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

1. IDENTIFICATION:

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address NHDHHS Brown Building, 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Keystone Peer Review Organization, Inc. (KePRO)		1.4 Contractor Address 777 East Park Drive, Harrisburg, PA 17111	
1.5 Contractor Phone Number (717) 303-6177	1.6 Account Number	1.7 Completion Date 06/30/2016	1.8 Price Limitation \$611,175.06
1.9 Contracting Officer for State Agency Kathleen Dunn, Associate Commissioner		1.10 State Agency Telephone Number (603) 271-9421	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph A. Dougher President and CEO	
1.13 Acknowledgement: State of <u>PA</u> , County of <u>Dauphin</u> On <u>5-14-13</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.			
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 20px;"> 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] </div> <div>  </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen Dunn, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>17 May 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.

EXHIBIT A
SCOPE OF SERVICES

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1. Introduction.

1.1. Purpose.

The purpose of this Agreement is to set forth the terms by which the Keystone Peer Review Organization, Inc. (KePRO) agrees with the New Hampshire Department of Health and Human Services (DHHS) to provide prior authorization, service limit override, and other benefits management services for New Hampshire Medicaid's Fee for Service (FFS) Program.

1.2. Agreement Period.

The initial term of this Agreement shall be from July 1, 2013, or approval by the New Hampshire Governor and Executive Council, whichever occurs last, through June 30, 2016. DHHS, in its sole discretion, may offer two (2) additional periods of two (2) years each for a total potential Agreement term of seven (7) years. The option may be exercised by mutual agreement between KePRO and DHHS upon acceptable performance of the tasks outlined in the Statement of Work and would be subject to the availability of funding and approval by New Hampshire's Governor and Executive Council.

2. Acronyms.

2.1. Acronyms.

The following table lists definitions for acronyms used throughout this document:

ACA	Patient Protection and Affordable Care Act
BBA	Balanced Budget Act of 1997
CFR	Code of Federal Regulations
CMS	Centers for Medicare and Medicaid Services
CHIP	Children's Health Insurance Program
CSHCN	Children with Special Health Care Needs
DHHS	New Hampshire Department of Health and Human Services
FFP	Federal Financial Participation
FFS	Fee for Service
FFY	Federal Fiscal Year
FTE	Full-Time-Equivalent
G&C	Governor and Executive Council
HIPAA	Health Insurance Portability and Accountability Act
KePRO	Keystone Peer Review Organization, Inc.
LTC	Long Term Care
MCO	Managed Care Organization
MCIS	Managed Care Information System
MMIS	Medicaid Management Information System
NCQA	National Committee for Quality Assessment

NH	New Hampshire
NHDHHS	New Hampshire Department of Health and Human Services
OMBP	Office of Medicaid Business and Policy
PCP	Primary Care Physician
RFP	Request for Proposal
SFY	State Fiscal Year
SPA	State Plan Amendment
SURS	Surveillance and Utilization Review Unit (within the Office of Improvement and Integrity)
URAC	Utilization Review Accreditation Commission

3. General Terms and Conditions.

3.1. Agreement elements:

The Agreement between the parties shall consist of all of the following documents:

- 3.1.1. **Form P 37**, Agreement, General Provisions;
- 3.1.2. **Exhibit A**, Statement of Work for all services provided as agreed between DHHS and KePRO;
- 3.1.3. **Exhibit B**, Methods and Conditions Precedent to Payment
- 3.1.3. **Exhibit C**, Special Provisions, Provisions and requirements in addition to those outlined in Form P-37;
- 3.1.4. **Exhibit D**, Certification Regarding Drug-Free Workplace Requirements as required by the federal Drug-Free Workplace Act of 1988, 41 U.S.C. 701;
- 3.1.5. **Exhibit E**, Certification Regarding Lobbying, KePRO's Agreement to comply with specified lobbying restrictions;
- 3.1.6. **Exhibit F**, Certification Regarding Debarment, Suspension, and Other Contractor Responsibility Matters – restrictions and rights of parties who have been disbarred, suspended, or become ineligible from participating in this Agreement;
- 3.1.7. **Exhibit G**, Certification Regarding the federal Americans with Disabilities Act Compliance; KePRO's agreement to make reasonable efforts to comply with the American with Disabilities Act (ADA); 42 U.S.C. 12101 et seq.
- 3.1.8. **Exhibit H**, Certification Regarding Environmental Tobacco Smoke; KePRO's agreement to make reasonable efforts to comply with the Pro-Children Act of 1994 as it pertains to environmental tobacco smoke in certain facilities;
- 3.1.9. **Exhibit I**, Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement; rights and responsibilities of KePRO in reference to this federal Act;
- 3.1.10. **Exhibit J**, Certification regarding Federal Funding Accountability and Transparency Act (FFATA) compliance;
- 3.1.11. DHHS' RFP for Medicaid Benefits Management (#13-OMBP-PA-02); and
- 3.1.12. KePRO's March 14, 2013 Medicaid Benefits Management Technical Proposal.

3.2. Order and Interpretation of Documents.

In the event of any conflict or contradiction between the Agreement documents, the documents shall control in the above order of precedence. In the event of a dispute regarding the interpretation of Agreement terms, analysis of the these terms shall be informed by reference to DHHS' RFP for Medicaid Benefits Management Services (#13-OMBP-PA-02) and KePRO's March 14, 2013 Medicaid Benefits Management Technical Proposal, which shall both be incorporated within this Agreement, for any purpose, by reference hereto.

3.2.1. Delegation of Authority. Whenever, by any provision of this Agreement, any right, power, or duty is imposed or conferred on DHHS, the right, power, or duty so imposed or conferred is possessed and exercised by the Commissioner of the New Hampshire Department of Health and Human Services, unless such right, power, or duty is specifically delegated to the duly appointed agents or employees of DHHS.

3.2.2. Errors & Omissions. Neither KePRO nor DHHS shall take advantage of any errors or omissions in the RFP or the resulting Agreement. KePRO shall promptly notify DHHS of any such errors and/or omissions as they are discovered.

3.3. CMS Approval of Agreement & Any Amendments.

Prior approval of this Agreement by the Centers for Medicare and Medicaid Services (CMS) is not required by federal or state law. CMS may perform a retrospective review of the Agreement for financial auditing purposes.

3.4. Cooperation With Other Vendors And Prospective Vendors.

DHHS may award supplemental contracts for work related to this Agreement, or any portion thereof. KePRO shall reasonably cooperate with such other vendors, and shall not commit or permit any act that may interfere with the performance of work by any other vendor, or act in any way that may place members at risk of an emergency medical condition.

3.5. Renegotiation and Reprocurement Rights.

3.5.1. Renegotiation of Agreement terms.

Notwithstanding anything in this Agreement to the contrary, DHHS shall be permitted, at any time during the term of the Agreement, to notify KePRO that DHHS has elected to renegotiate certain terms of this Agreement. Upon KePRO's receipt of DHHS' notice pursuant to this Section, KePRO and DHHS shall commence good faith negotiations of the identified Agreement terms, and may execute an amendment to this Agreement.

3.5.2. Reprocurement of services or procurement of additional services by DHHS.

Notwithstanding anything in this Agreement to the contrary, and whether or not DHHS accepted or rejected KePRO's services and/or deliverables provided during this Agreement, DHHS shall at any time be permitted to issue requests for proposals or contract offers to other potential contractors for the performance of work covered by this Agreement or for performance of work comparable to the work performed by KePRO under the terms of this Agreement. DHHS shall give KePRO ninety (90) calendar days advance notice of its intent to replace KePRO

with another benefits management contractor or of its intent to contract with an additional benefits management contractor.

3.5.3. Termination Rights upon Re-procurement.

If upon procuring services or deliverables, or any portion of the services or deliverables from another vendor in accordance with this Section, DHHS elects to terminate this Agreement, KePRO shall have the rights and responsibilities set forth in Section 13 ("Termination"), Section 14 ("Agreement Closeout"), and Section 16 ("Dispute Resolution Process").

3.6. Implementation of Medicaid Care Management Program.

The parties agree that at such time when the New Hampshire Medicaid Care Management Program begins, KePRO shall continue to provide prior authorization, service limit override, and other benefits management services for the beneficiaries remaining in the FFS Program after each implementation phase of the MCM Program. DHHS shall provide Sixty (60) days advance written notice in advance of each implementation phase and the concomitant reduction in covered lives and fees.

4. Organization.

4.1. Organization Requirements.

Registrations, Licenses, and Certifications.

KePRO shall obtain a Certificate of Good Standing from the Corporations Division of the New Hampshire Secretary of State's Office, and provide a copy of this Certificate to DHHS at the time of execution of this agreement. KePRO shall provide to DHHS a Certificate of Insurance from KePRO's insurer. See also the attached contract form P-37 for additional insurance requirements. KePRO shall also provide DHHS with its Certificate of Authority or Vote.

4.2. Articles & Bylaws.

KePRO shall provide, by the commencement of each Agreement year, or at the time of any substantive changes, written assurance from KePRO's legal counsel that KePRO is not prohibited by its articles of incorporation, bylaws, or the laws under which it is incorporated from performing the services required under this Agreement.

4.3. Relationships.

4.3.1. Ownership and Control

4.3.1.1. KePRO is wholly owned by the Pennsylvania Medical Society (PennMed). KePRO shall notify DHHS of any person or corporation that has, or obtains over the course of this agreement, a five percent (5%) or more ownership or controlling interest in KePRO, a parent organization, subsidiaries, and/or any affiliates, and shall provide financial statements for all owners meeting this criterion.

4.3.1.2. KePRO shall inform DHHS of its intent or plans for mergers, acquisitions, or buy-outs within seven (7) calendar days of key staff learning of such intent.

4.3.1.3. KePRO shall notify its primary contact within DHHS, by phone and by email, within twenty-four hours of key staff learning of any actual or threatened litigation, complaint, claim, investigation, transaction or any event that has the potential to have a material financial or other impact on, or otherwise impair the ability of KePRO, or any of its subcontractors, to perform its obligations under the terms of this Agreement with DHHS.

4.3.2. Prohibited Business Relationships.

KePRO shall not knowingly have a relationship with any of the following:

4.3.2.1. An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No.12549 or under guidelines implementing Executive Order No.12549; or

4.3.2.2. An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in 4.3.2.1. An individual is described as follows:

4.3.2.2.1. A director, officer, or partner of KePRO;

4.3.2.2.2. A person with beneficial ownership of five percent (5%) or more of KePRO's equity; or

4.3.2.2.3. A person with an employment, consulting, or other arrangement with KePRO's obligations under its Agreement with DHHS.

4.3.3. KePRO shall conduct background checks on all employees actively engaged at KePRO. In particular, those background checks shall screen for exclusions from any federal programs and sanctions from licensing oversight boards, both in-state and out-of-state.

4.3.4. KePRO shall not and shall certify that it does not employ or contract, directly or indirectly, with:

4.3.4.1. Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 or 1128A of the Social Security Act (42 USC 1320a-7) for the provision of health care, utilization review, medical social work, or administrative services or who excluded under Section 1128(b)(8) of the Social Security Act (42 USC 1320a-7(b)) as being controlled by a sanctioned individual;

4.3.4.2. Any entity for the provision of such services (directly or indirectly) through an excluded individual or entity;

4.3.4.3. Any individual or entity excluded from Medicaid or New Hampshire participation by DHHS;

4.3.4.4. Any individual or entity discharged or suspended from doing business with the State of New Hampshire; or

4.3.4.5. Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act. See 42 U.S.C. 1320a-7 (b)(8).

5. Sub-Contractors.

5.1. Contractor's Obligations Regarding Subcontractors.

- 5.1.1. KePRO remains fully responsible for the obligations, services and functions performed by any of its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions had been performed by KePRO employees, and for the purposes of this Agreement, such work will be deemed performed by KePRO. DHHS shall have the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of any subcontractor.
- 5.1.2. KePRO shall have a written agreement with each of its subcontractors whereby each subcontractor agrees to hold harmless DHHS and any DHHS employee and/or contractor, who have been served under the terms of this Agreement in the event of non-payment by KePRO. The written agreement shall further provide that the subcontractor agrees to indemnify and hold harmless DHHS and DHHS employees and contractors, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses that may in any manner accrue against DHHS or DHHS employees and contractors through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors.

5.2. Notice and Approval.

- 5.2.1. KePRO shall submit all subcontractor agreements to DHHS for prior approval at least sixty (60) calendar days prior to the anticipated commencement date of each subcontractor agreement, and annually for renewals or whenever there is a substantial change in scope or terms of the subcontractor agreement.
- 5.2.2. KePRO shall notify DHHS of any change in subcontractors and shall submit a new subcontractor agreement for approval ninety (90) calendar days prior to the commencement date of the new subcontractor agreement.
- 5.2.3. DHHS approval of a subcontractor agreement does not relieve KePRO from any obligation or responsibility regarding the subcontractor and does not imply that DHHS has any obligation or responsibility regarding the subcontractor or subcontractor agreement.
- 5.2.4. DHHS may grant a written exception to KePRO for the notice requirements of 5.2.1 and 5.2.2 if, in DHHS's determination, KePRO has shown good cause for a shorter notice period.
- 5.2.5. KePRO shall notify DHHS within one (1) calendar day after receiving notice from a subcontractor of its intent to terminate a subcontract agreement.
- 5.2.6. KePRO shall notify DHHS of any material breach of an agreement between KePRO and its subcontractor within one (1) calendar day of confirmation that such breach has occurred.

5.3. Contractor's Oversight.

- 5.3.1. KePRO shall oversee and be held accountable for any functions and responsibilities that it delegates to any subcontractor, including:
 - 5.3.1.1. KePRO shall have a written agreement between the KePRO and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its termination transition plan, and provisions for revoking

delegation, or imposing other sanctions if the subcontractor's performance is inadequate.

5.3.1.2. KePRO shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.

5.3.1.3. KePRO shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards, State Contractor laws and regulations, and this Agreement between KePRO and DHHS.

5.3.1.4. KePRO shall identify deficiencies or areas for improvement, if any, and KePRO and the subcontractor shall take corrective action within seven (7) calendar days of identification of each deficiency. KePRO shall provide DHHS with a copy of the Corrective Action Plan for DHHS' review and approval.

5.4. Transition Plan.

5.4.1. In the event of material change, breach, or termination of a subcontractor agreement between KePRO and any of its subcontractors, KePRO's written notice to DHHS shall include a transition plan for DHHS's review and approval.

6. Staffing.

6.1. KePRO Key Staff Positions

KePRO shall ensure that it has qualified staff to conduct all contracted activities, and shall assign the following key personnel for the duration of this Agreement:

6.1.1. Chief Operations Officer to provide leadership and oversee all of the activities required under this agreement, including the activities of the Implementation Manager and Project Manager;

6.1.2. Project Manager to oversee all of the activities of the Medicaid Benefits Management contract with DHHS, to work with the Implementation Manager to oversee implementation of the project activities and technology requirements, and to be the primary point of contact within KePRO for all DHHS inquiries and requests for responsive action;

6.1.3. Medical Director as needed for medical expertise, to oversee physician peer reviewers and consultants, and to provide hearing testimony and support for KePRO benefit decisions on appeal;

6.1.4. Nurse reviewers or other licensed health care professionals as deemed appropriate to interpret and apply clinical review criteria to benefits determinations and prior authorization requests;

6.1.5. Call Center Manager to provide oversight of call center operations;

6.1.6. Technology Officer to provide oversight and expertise with information technology systems and processes; and

6.1.7. KePRO shall be permitted to revise the above-outlined staffing requirements, and shall propose for DHHS' review and approval, a revised staffing plan no later than thirty (30) days before both the implementation of Step 2, and the implementation of Step 3 of New Hampshire Medicaid's Care Management Program.

6.2. DHHS Review of KePRO and Subcontractor Staff



DHHS shall have the right to accept or reject any of KePRO's key employees or subcontractors assigned to this project and to require their replacement at any time and for any reason given.

6.3. KePRO and Subcontractor Qualifications

KePRO team members, and any KePRO sub-contractors used for this project, shall possess the qualifications, expertise, and experience necessary to perform all of their assigned duties, at the project leadership and coordination level and extending to its subject matter experts, project leads, and assigned staff. KePRO shall ensure and verify that all of its staff and subcontractors have the appropriate training, education, and experience to fulfill the requirements of the positions they hold. KePRO shall maintain documentation of all individuals requiring licenses and/or certifications. KePRO shall keep documentation current, and shall make it available for inspection by DHHS.

6.4. RFP Staffing

KePRO shall staff the Medicaid Benefits Management program, at a minimum, with all proposed staff indicated in its Proposed Organizational Chart on page 106 of its March 14, 2013 Medicaid Benefits Management Technical Proposal Response to DHHS' RFP for Medicaid Benefit Services, and with any additional personnel who are or become necessary to conduct all tasks outlined in section eight of this Agreement on a timely basis. Or, KePRO will supply staff of equal or greater qualifications than those proposed with DHHS approval.

6.5. Provision of Staffing List

KePRO shall provide to DHHS, for its review and approval, a complete listing of key personnel and their qualifications no later than fifteen (15) calendar days prior to the start of the New Hampshire Medicaid benefits management program.

6.6. Maintenance of Staffing

KePRO shall provide and maintain sufficient staff to perform all review activities and tasks specified in this agreement. In the event that KEPRO does not maintain a level of staffing sufficient to fully perform the functions, requirements, roles, and duties, DHHS shall be permitted to impose liquidated damages, in accordance with section 15.2.

6.7. Availability of Staff

KePRO's Project and Implementation Managers shall be available to DHHS during DHHS' hours of operation and available for in-person or video-conference meetings as requested by DHHS. Key personnel, and others as required by DHHS, shall be available for monthly, in-person, or video-conference meetings with DHHS.

6.8. Notification of Staff Changes

KePRO shall notify DHHS in writing at least thirty (30) calendar days in advance of any plans to change, hire, replace, or reassign designated key personnel. KePRO shall submit the names and qualifications of proposed alternate staff to DHHS for review and approval.

6.9. Staffing Contingency Plan

KePRO shall, within sixty (60) calendar days of signing this agreement, deliver to DHHS a staffing contingency plan that includes:

- 6.9.1. The process for replacement of personnel in the event of the loss of personnel after execution of this agreement;
- 6.9.2. Provision of additional staffing resources to this agreement if KePRO is unable to meet any performance standard on a timely basis;
- 6.9.3. Replacement of key personnel with personnel who have similar qualifications, education, and experience;
- 6.9.4. KePRO's ability to provide similarly qualified replacement personnel and timeframes for securing replacement personnel; and
- 6.9.5. KePRO's method for training and bringing replacement personnel up to date on relevant aspects of this agreement.

7. Implementation.

7.1. Program Implementation.

KePRO shall provide clinical support for benefit review and Medicaid coverage determinations on July 1, 2013. KePRO shall achieve full operational readiness and implement all the activities covered by this agreement on or before July 15, 2013 or the date that this agreement is approved by the New Hampshire Governor and Council, whichever is later. KePRO shall use a software-based Project Management Plan, such as Microsoft Project, to ensure the efficient and effective implementation of management, monitoring, communication, and other administrative processes necessary for benefits management. The detailed schedule of activities and functional requirements needed to accomplish all of the tasks outlined in the Statement of Work shall include the following:

- 7.1.1. Any assumptions or constraints identified by KePRO both in developing and in completing the project work plan in order for it to be fully operational to perform Medicaid Benefit Management activities;
- 7.1.2. Major milestones, as planned by KePRO, including staff hiring, and time-estimating procedures;
- 7.1.3. A network diagram showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks and identifying the critical path;
- 7.1.4. A Gant chart showing the planned start and end dates of all tasks and subtasks;
- 7.1.5. A discussion of how the work plan provides for methods for project status reporting; an approach to internal project management structure by project phase; internal quality control monitoring of project deliverables, sign-off procedures for completion of deliverables and major activities; and an approach to problem identification and resolution; and
- 7.1.6. A schedule of all deliverables, which provides DHHS with a minimum of seven (7) calendar days for review.

8. Representation and Warranties.



8.1. **Warranty of Agreement**

KePRO shall ensure and warrant that all services developed and delivered under this Agreement will meet in all material respects the specifications as described in the Agreement during the Agreement Period, including any subsequently negotiated, and mutually agreed, specifications.

8.2. **RFP Acknowledgment**

KePRO acknowledges that by entering this Agreement, DHHS has relied upon all representations made by KePRO in its March 14, 2013 Medicaid Benefits Management Proposal, which KePRO made in response to DHHS' RFP #13-OMBP-PA-02, including all representations contained in its Technical Proposal, Addenda, and Cost Proposal. KePRO's March 14, 2013 proposal is incorporated within this agreement by reference hereto.

9. Statement of the Work.

9.1. Call Center Operation and Benefits Management.

KePRO shall perform the following activities related to New Hampshire Medicaid Benefits Management:

9.1.1. The Call Center.

KePRO shall design, implement and operate a Call Center for the New Hampshire Medicaid Program.

9.1.1.1. KePRO's Call Center will serve as a single point of contact for the providers and beneficiaries to obtain information, authorization for Medicaid benefits and other medical services and procedures. It will also serve as the single point of contact for providers seeking information, access to web portal technology, procedures for requesting authorization and processing requirements, and other pertinent program assistance from KePRO's Help Desk technician.

9.1.1.2. KePRO's call processing center will be available to respond to inquiries and requests between Monday through Friday, two days per week (8:00am and 5:00 p.m. EST) and three days per week (8:00 a.m. - 8:00 p.m. EST). KePRO's messaging systems, which support data information from phone, fax, and email, will be in place after hours and on recognized holidays to enable providers to have full access to KePRO services 24 hours a day, seven days a week. KePRO will work with DHHS during the implementation phase of this Agreement to provide for an online electronic authorization submission system that will integrate with DHHS' MMIS and will be available to providers 24 hours a day, seven days a week for the duration of this Agreement.

9.1.1.3. KePRO shall maintain full access to a language translation line in order to offer language assistance to any caller who is not fluent or has difficulty communicating in English.

9.1.1.4. KePRO shall analyze staffing demands to ensure sufficient staffing to meet URAC call center timeliness standards, and to ensure that an ample number of staff is available to assist during peak volumes or to meet any increased usage.

9.1.1.5. KePRO shall develop and maintain an operator ("0") prompt to permit providers to speak immediately with the Help Desk Technician.



9.1.1.6. KePRO shall comply with all call center standards set forth in the table below in the operation of its Call Center:

Table 1. Call Center Timeliness Standards.

RFP Measure	KePRO Proposed Standard
Monthly average hold time	60 sec
Monthly average speed to answer	< 15 seconds for 100% of calls
Monthly average queue time	60 sec
Abandonment rate	3% or less
Voice Messages Returned	50% returned same day, 100% returned next business day
Call Duration Limits	None shall be in place
Option to Speak with a "live" person	Offered 100% of the time

9.1.2. Prior Authorization: Development of New Clinical Review Criteria.

KePRO shall identify new services requiring prior authorization and other benefit management strategies and establish policies and procedures for requesting, reviewing, and approving or denying medical service requests. Guidelines used and developed must be based first on evidence-based information and may also be consider, to the extent that they are based on evidence, nationally-accepted guidelines.

9.1.2.1. KePRO and DHHS agree that medical evidence is the foundation for good medical care and ensuring that medical criteria applied to program operations is based on solid, defensible research, will not only eliminate unnecessary utilization and improve beneficiary health outcomes but will also reduce appeals and grievances.

9.1.2.2. KePRO's criteria development shall include the following stages:

9.1.2.2.1. KePRO's clinical team will perform a comprehensive review of evidence-based and general medical and behavioral health literature;

9.1.2.2.2. Clinical consultants will review the content and suggest revisions to KePRO's clinical team, which synthesizes them and then sends the content back to the consultants for further reviews;

9.1.2.2.3. Clinical consultants who have not been part of the process up to this point assess and validate the content for clinical accuracy. KePRO shall maintain its network of over 2500 specialty and subspecialty physicians available for consultation and review of criteria;

9.1.2.2.4. Content will be reviewed for clinical consistency and completeness by KePRO's clinical operational staff, and once that review is complete, it will be provided to DHHS for its review and approval;

9.1.2.2.5. KePRO will prepare a draft in a format approved by DHHS and present to DHHS for approval KePRO's recommended coverage criteria based on a schedule agreed upon by KePRO and DHHS during project implementation meetings. Information contained in KEPRO's approval for coverage criteria request form for DHHS shall include:

- a. Service, Supply, Equipment and CPT/HCPCS applicable code;
- b. Reason for revision;
- c. Date of revision;
- d. Approved by;
- e. Implementation date;
- f. Changes from prior criteria;
- g. Old Criteria;
- h. Proposed New Criteria;
- i. Anticipated Medicaid program impact, both clinical impact and financial impact, and References used to develop criteria.

9.1.2.2.6. Content will be prepared for KePRO software and operations following review and approval by DHHS.

9.1.2.3. KePRO will continue to make recommendations for criteria development and revision throughout the life of the contract. Priorities shall be determined by DHHS during monthly status meetings. In addition, KePRO will provide DHHS with suggestions for areas requiring modifications.

9.1.2.4. KePRO will conduct research as necessary but no less than annually regarding the current body of medical evidence for a particular medical item or service to ensure that criteria and/or guidelines are evidenced-based.

9.1.3. Prior Authorization: Review of Current New Hampshire Medicaid Criteria.

9.1.3.1. KePRO shall undertake a review on no less than an annual basis, and as deemed necessary by either DHHS or KePRO, of existing DHHS prior authorization and benefit management policies, and shall:

9.1.3.1.1. Review historical prior authorization data for New Hampshire Medicaid, review medical evidence and other national standards for comparison to New Hampshire Medicaid's prior authorization criteria, and work with DHHS to develop an expedited review process for specific requests with a high rate (>98%) of approval ;

9.1.3.1.2. Recommend modifications to existing policies and procedures;

9.1.3.1.3. Determine which services should and which services should not continue to be subject to prior authorization;

9.1.3.1.4. Determine whether and what additional service limitations should be considered; and

9.1.3.1.5. Explain its reasoning for continuing or changing prior authorization requirements with their recommendations to DHHS for changes to the current menu of services requiring prior authorization.

9.1.3.2. KePRO shall assist DHHS in the development of documentation required for procedure code, and administrative rule and/or state plan amendment (SPA) changes.

9.1.3.3. KePRO shall, on an ongoing and timely basis and throughout the duration of this Agreement, identify new procedure codes requiring modification and notify DHHS and MMIS administrators of the need for code changes so that the claims system can be updated as required.

9.1.4. Coverage Determination Process.

9.1.4.1. KePRO shall review all requests for authorization of services, and shall make benefit determinations and prior authorization decisions for these services for Medicaid beneficiaries in accordance with established policies and procedures. KePRO shall consistently apply appropriate clinical criteria to determine medical necessity, taking into consideration each Medicaid beneficiary's individual health care needs, and provide for the administration and management of health care benefits and services.

9.1.4.2. KePRO shall assign staff to this project with appropriate clinical licensure, certification, expertise, and training to be able to accurately interpret and apply clinical review criteria. KePRO assures that all Clinical Review staff remains compliant with current regulations and in compliance with State and Federal law, regulations, policy, and administrative rules thorough education, training, quality assurance and frequent and thorough communications.

9.1.4.3. KePRO shall verify that each beneficiary's eligibility for benefits during the date span for the services requested and that the requested health care services meet all applicable provisions of the New Hampshire Code of Administrative Rules.

9.1.4.4. In instances where the provided information associated with a request for prior authorization or benefit determination is insufficient to meet criteria, KePRO will place the case in a pending status in the MMIS system, fax notification to the provider, post its decision to MMIS, and display it electronically on KePRO's provider web portal. KePRO shall permit providers to submit additional information through the Web portal, by phone, by mail or by Fax. Once the registered nurse or physician is able to validate that criteria are met, the case will be routed in a complete status (The case will be designated as complete). KePRO shall post the status of its determination in MMIS within 24 hours of validation that criteria are met, and will post the determination to the provider web portal, fax providers, and mail approval notices to beneficiaries.

9.1.4.5. KePRO shall have sufficient intake staff to screen requests for completeness and request non-clinical information as appropriate for requested services within one business day of KePRO's receipt of the information.

9.1.4.6. KePRO shall provide that its nurse reviewer forward any authorization request where it is determined that criteria are not met to a board-certified, licensed (in the state where the physician practices) physician in good standing. The physician evaluator shall:

9.1.4.6.1. Review the medical record and all supporting documentation pertaining to an admission before rendering a decision.

9.1.4.6.2. Attempt to contact the ordering physician or hospital for further documentation if the evaluating physician requires more information or clarification to make a determination before making a decision or suspending the case.

9.1.4.6.3. Inform the attending physician's staff of the purpose of the call if the attending physician is unavailable and provide verbal instructions on how to arrange for a peer-to-peer discussion; and

9.1.4.6.4. Issue a written determination based on the information available to the evaluating physician in the event that the attending physician does not call back for a peer-to-peer discussion.

9.1.4.7. When requests do not meet clinical review criteria, KePRO shall fax a written denial notice to the provider, post the notice on its secure provider web page, and mail the denial notice to the beneficiary. The notice shall contain the following information:

- Date of notice;
- Brief statement of KePRO's authority and responsibility for review;
- Provider name;
- From and through requested date(s) of service;
- Date(s) of service and procedure(s) approved, denied, or modified; approvals also include number of units/days of service;
- Prior authorization number, for partial approvals;
- Clear specific reason for approval or denial, including a reference to the appropriate criteria utilized and administrative rule; and
- Detailed information regarding DHHS' appeals and fair hearing process.

9.1.4.8. KePRO shall perform all reviews within DHHS required timeframes, unless otherwise agreed in writing. Urgent requests requiring immediate attention and emergent requests receive first priority in the work queue and are processed within one (1) business day of request. KePRO will perform routine high tech diagnostic radiology requests within two business days, and routine requests for all other services within ten calendar days.

9.1.4.9. KePRO shall enter its benefit determinations, and prior authorization of service decisions, i.e., service request approvals, denials, or pending dispositions, into New Hampshire Medicaid's MMIS. KePRO shall collaborate with DHHS to design and implement an effective interface with New Hampshire Medicaid's MMIS during the implementation phase and, as necessary, during the pendency of this Agreement.

9.1.5. Communications and Notice of Coverage Determinations.

9.1.5.1. KePRO shall establish and maintain a telephone-based (telephone and fax) service for Medicaid beneficiaries and providers requesting prior authorization and benefit determinations.

9.1.5.2. KePRO shall have the capability to accept and respond to e-mail correspondence from providers.

9.1.5.3. KePRO shall document and maintain written documentation of all of its efforts to obtain pertinent clinical and other information necessary for a benefit determination before it issues any denial based upon insufficient clinical information.

9.1.5.4. KePRO shall have the capability to provide timely notice of benefits determination decisions to providers via fax, and beneficiaries via first class, postage prepaid, U.S.P.S. mail. Although KePRO will be permitted to communicate with providers regarding its benefit determinations by telephone or

email, KePRO shall provide written notice of its prior authorization and benefit determination denials to providers and beneficiaries.

9.1.5.5. KePRO will work with DHHS to design and implement a secure, web-based Medicaid management platform for entering and processing provider coverage determination requests.

9.1.5.6. KePRO will develop and maintain a comprehensive DHHS-specific website, with links to general program information, including service-specific programs, clinical criteria used to make coverage determinations, benefit limitations, forms needed to request service authorizations, program manuals, direct access to KePRO's web-based system for secure online service requests and checking review status, fax notification letters, and links to DHHS' website.

9.1.6. Appeals and Grievances.

KePRO shall address all beneficiary appeals, and provider and beneficiary complaints and grievances, including expedited appeal requests from its authorization and benefit determinations. KePRO, at a minimum, shall:

9.1.6.1. Provide notice to all providers and beneficiaries whose requests for authorization of services is denied or reduced, that they may submit a request for appeal or expedited appeal to KePRO within ten(10) calendar days of the date of KePRO's denial notification. If KePRO upholds its original adverse decision, or if there is no request for appeal submitted to KePRO within ten calendar days of the adverse decision, KePRO shall provide written notice to the provider and beneficiary that they may appeal KePRO's decision to DHHS within thirty (30) calendar days of the date of its decision or notice. KePRO's written notice shall be sent out within three (3) calendar days of the date of its decision or the date of expiration of the ten-day notice period in the event that it receives no appeal of its original decision. If the last day of the notice or appeal period falls on a weekend or holiday, the deadline shall be extended to the next business day.

9.1.6.1. Establish and comply with DHHS-approved notice standards for issuing its decisions in prior authorization and benefit determinations appeals;

9.1.6.2. Represent that its benefit determination decisions are the decisions of DHHS;

9.1.6.3. Provide a detailed notice, as approved by DHHS, with its adverse determinations regarding DHHS' administrative appeals and fair hearing process

9.1.6.4. Ensure that KePRO's Medical Director and any other staff member involved in benefit decisions are available to appear by telephone or other electronic medium, and shall testify in support of its benefit decisions on appeal at fair hearing;

9.1.6.5. Collaborate with DHHS to prepare for and handle beneficiary fair hearing cases involving appeals of KePRO staff decisions; and

9.1.6.6. Establish and maintain a comprehensive grievance response system for handling provider and Medicaid beneficiary grievances about KePRO's Call Center activities in accordance with the following:

9.1.6.6.1. Voicemail and emailed grievances and complaints shall receive a response from KePRO acknowledging receipt of the grievance or complaint within one (1) business day of KePRO's receipt of the grievance or complaint. All telephonic, electronic, faxed, or mailed

complaints/grievances must be logged, tracked and resolved by the individual receiving it. Resolution of the case must not extend beyond seven (7) calendar days. If resolution cannot be achieved within that timeframe, KePRO shall notify DHHS and provide documentation associated with the grievance or complaint. All providers will be notified of actions taken for resolution; and

9.1.6.6.2. KePRO shall provide a Complaint and Grievance Summary Report to DHHS on a monthly basis.

9.1.7. Redirection for Sites of Service

9.1.7.1. KePRO shall, as part of its prior authorization and benefit determination responsibilities, encourage the utilization of primary care providers (PCPs) and other appropriate care settings by Medicaid beneficiaries and discourage inappropriate use of Hospital Emergency Departments or other specialized settings.

9.1.7.2. KePRO's approach must reflect an understanding of appropriate care for the medical circumstances and shall be consistent with an efficient utilization of resources available to beneficiaries within the New Hampshire Medicaid program.

9.1.7.3. KePRO shall comply with 42 CFR 476 when conducting reviews. In addition to reviewing service requests for reasonableness and medical necessity of the services, KePRO shall also evaluate where the services are to be performed. KePRO's reviews shall ensure that beneficiaries receive appropriate services in a timely and cost effective manner and ensure the setting of care is appropriate for the procedure or service, taking into consideration the unique needs and health status of each Medicaid beneficiary.

9.1.8. Quality Assurance and Inter-Rater Reliability.

9.1.8.1. KePRO shall conduct quality assurance audits to ensure the appropriateness and accuracy of its staff's review decisions.

9.1.8.2. KePRO shall report the outcome of staff audits to DHHS on a bi-annual basis. KePRO reports shall include its determination of its staff's inter-rater reliability, as well as the basis for its reliability determination.

9.1.8.3. KePRO shall identify for DHHS corrective actions it has implemented to improve staff consistency and compliance with prior authorization and utilization management policies and procedures.

9.1.8.4. DHHS shall be permitted, at any time during the pendency of the contract, to conduct additional compliance reviews as, in its sole discretion, it determines to be warranted.

9.1.9. Physician Staffing.

9.1.9.1. KePRO shall consult with a licensed physician in good standing, with a thorough clinical understanding of medical service needs, Medicaid benefits, and service limitations.

9.1.9.2. KePRO shall ensure that a licensed physician in good standing and with a thorough clinical understanding of medical service needs, Medicaid benefits and service limitations, makes the medical determination on any appeal of service limitations.

9.1.9.3. KePRO's medical director shall conduct internal quality performance monitoring on a random set of reviewed claims to assess the quality and accuracy

of each physician reviewer to ensure all reviewers are making accurate and appropriate medical necessity determinations for the contact in which they perform review. Information from the monitoring process shall be provided to DHHS no less than annually.

9.1.10. Accreditation.

KePRO shall be accredited by and remain in compliance with the standards of the NCQA (National Commission on Quality Assurance) or URAC (Utilization Review Accreditation Commission). Copies of KePRO's current accreditations and certifications shall be provided to DHHS at the time of execution of this Agreement.

9.1.11. Network Provider Education and Support.

KePRO shall, with DHHS' review and approval, train providers regarding KePRO's Call Center review procedures, their decision-making framework, and reconsideration and appeal procedures.

9.1.11.1. For the remainder of calendar year 2013, KePRO shall engage providers in the training they need for successful participation in their Medicaid Benefits Management program in accordance with the table set forth below:

Table 2. Proposed Provider Training Schedule for 2013.

<i>Proposed 6 Month Provider Education Sessions</i>						
PROVIDER GROUP	MAY	JUNE	JULY	AUG	SEPT	OCT
Acute Service Authorizations: <ul style="list-style-type: none"> • Inpatient (Medical, Psych) • Transplant, Rehab, ER, out of state admission 	X	X	X			
Outpatient Service Authorizations <ul style="list-style-type: none"> • DME, X-Ray, Med Tech W/C/Incontinence • Hearing, Vision, Podiatry, and Psychology • OT, SP, and PT 	X	X		X		
Home Care and PDN Service Authorizations	X	X			X	
Personal Care and EPSTD Service Authorizations	X	X			X	
Denials, Appeals, and Hearing Support	X	X	X			
Criteria Changes	X	X				

<i>Proposed 6 Month Provider Education Sessions</i>						
Policy, Service, and Process Changes	X	X				X
Web-based Systems						
<ul style="list-style-type: none"> • <i>Rules-Driven Auto Approval (RDAA)</i> • Electronic Submission Process • Provider Portal 	X		X		X	

9.1.11.2. Once KePRO's benefit management program is implemented and providers have been trained in its procedures, KePRO shall provide DHHS and providers with, at a minimum, one annual in-person training and three training webinars on topics KePRO recommends to and are approved by DHHS.

9.1.12. Regulatory Development and Compliance.

KePRO shall remain current and in compliance with state and federal law, regulations, and policies, including 42 CFR 476, and integrate their work with New Hampshire Medicaid in order to ensure legal compliance and assist DHHS in work related drafting and updating administrative rules, the New Hampshire State Plan Amendment (SPA), and procedure code and operational changes. To ensure compliance with state and federal law, KePRO shall:

9.1.12.1. Have a compliance officer who is responsible for developing, operating, and monitoring the compliance program. The compliance officer will oversee the program, including making revisions as needs change, coordinating and participating in training and education for employees, independently investigating compliance matters, and ensuring that any necessary corrective action is taken;

9.1.12.2. Ensure that its compliance officer creates and maintains effective lines of communication with all employees. This should include a process, such as a hotline or other reporting system, to encourage questions and complaints and procedures to protect the confidentiality of reports and anonymity of the complainants and to protect employees against retaliation;

9.1.12.3. Implement and maintain a record retention system that ensures complete and accurate medical record documentation, including policies and procedures addressing documentation of services records, retention and destruction of records and privacy concerns. KePRO's managers shall be able at all times to demonstrate the integrity of the company's compliance process, its effectiveness, and the company's efforts to comply with all applicable statutes and regulations;

9.1.12.4. Provide periodic education and training of all managers, physicians and company personnel at all levels. The content may vary according to the specific group being trained, but all must, at a minimum, understand the company's standards of conduct, Federal, State, and Agency level requirements and the necessity of compliance with those requirements, proper documentation in clinical and financial records, the prohibition on payment for referrals, residents' rights, and the duty to report misconduct;

9.1.12.5. Require its managers to discuss with all supervised employees and contractors, the compliance policies and legal requirements related to their

respective functions, inform personnel that strict compliance with those policies and requirements are conditions of their employment, and warn them that KePRO is required to take disciplinary action in the event of any violations;

9.1.12.6. Maintain and enforce standards through well-publicized disciplinary guidelines that require compliance and provide for consequences for any breach of policy;

9.1.12.7. Monitor its implementation of the compliance program through a process of ongoing evaluation, including regular, periodic compliance audits by internal or external evaluators with the expertise in Federal and State requirements;

9.1.12.8. Launch an immediate investigation if the compliance officer receives reports or reasonable indications of suspected noncompliance to determine if there has been a violation of law or other requirements and, if so, take appropriate steps to correct the problem. Corrective action may, among other things, include developing a plan of action, returning overpayments, or making a referral to criminal or civil law authorities;

9.1.12.9. Evaluate the compliance program on a biannual basis to assess its effectiveness as a whole, including how the compliance policies perform in practice to monitor the company's operations on a day-to-day basis; and

9.1.12.10. Develop, post, and distribute to KePRO personnel written compliance standards, procedures, and practices, which shall include a code of conduct detailing the fundamental principles, values and framework for action within the organization; general corporate policies and procedures; a synthesis of key Federal and State laws, and specific provisions for various internal clinical, financial, and administrative functions. The written standards, procedures, and practices should be readily understood by all employees, as well as physicians, suppliers, agents, and contractors.

9.2. Reporting Requirements.

KePRO shall produce reports in accordance with the requirements set forth in Table 1 below:

Table 3. Reporting Requirements.

Report Name	Frequency	Format
Operational statistics report including Call center operations oversight, benefit management activities, grievances, appeals, fair hearings	Monthly for the first 6 months of Year One, then quarterly thereafter, with 12 month trends	Format to be determined as part of readiness review Enumeration of Benefits Management activities, with narrative addressing resolution or action steps for grievances, appeals and fair hearing
Diagnostic Radiology reports	Monthly for the first 6 months of Year One, then Quarterly thereafter, with 12 month trends	Format to be determined as part of readiness review

Out of State Hospital admissions report	Quarterly with 12 month trends	Format to be determined as part of readiness review
Quality assurance audits and inter-rater reliability report (IRR)	Quarterly with 12 month trends	Report of findings including narrative as to corrective action plan
Staffing report including verification of licensure and /or certification; Key Staff contact list including corporate contacts	Annually, leadership updates should be communicated to DHHS within 3 business days	Format to be determined as part of readiness review and to be included as part of operational report A list of names, title, physical location, email address, phone number, cell phone number, and fax number
Annual Report for Benefits Management program activities	Annual report for 2014, 2015 and 2016 shall be received by the State no later than forty- five (45) calendar days after the close of the State fiscal year i.e. by August 15, 2014 for SFY2014 and so on	Annual report for Benefits Management program activities which shall include: 1) Executive summary of Benefits Management program activities, and opportunities for improvement; 2) Impact of Benefits Management program on medical services utilization and identification of any unintended consequences; 3) Summary of operational performance measures and trends;

10. Cultural Considerations.

KePRO shall have a comprehensive, written Cultural Competency Plan describing how KePRO ensures that its services are provided and its interactions with Medicaid beneficiaries and MCO members, including those with limited English proficiency, occur in a culturally competent manner. The Cultural Competency Plan shall describe how KePRO and all of its subcontractors interact with people of all cultures, races, religions, ethnic and economic backgrounds in a manner that recognizes values, and respects the worth and dignity of individual Medicaid beneficiaries. The plan shall be provided to DHHS 10 calendar days prior to implementation. KePRO shall work with DHHS, and the U.S. Department of Health and Human Services Office of Minority Health and Refugee Affairs to address any issues of cultural competence that arise.

11. Survival.

The following provisions survive expiration, cancellation, or termination of this agreement: section 12, Compliance with State and Federal Laws; section 13, Termination; section 14, Agreement Closeout; section 15, Remedies; section 16, Dispute Resolution Process; section 17, Confidentiality; and section 18, Publicity.

12. Compliance with State and Federal Laws.

12.1. General.

- 12.1.1. KePRO, its subcontractors, and the providers with which they have Agreements with, shall adhere to all applicable federal and State laws, including subsequent revisions, whether or not included in this subsection [42 CFR 438.6; 42 CFR 438.100(a)(2); 42 CFR 438.100(d)].
- 12.1.2. KePRO shall ensure that safeguards at a minimum equal to federal safeguards (41 USC 423, section 27) are in place, providing safeguards against conflict of interest [§1923(d)(3) of the SSA; SMD letter 12/30/97].
- 12.1.3. KePRO shall comply with the following Federal and State Medicaid statutes, regulations, and policies:
 - 12.1.3.1. Medicare: Title XVIII of the Social Security Act, as amended; 42 U.S.C.A. §1395 et seq.;
 - 12.1.3.2. Related rules: Title 42 Chapter IV;
 - 12.1.3.3. Medicaid: Title XIX of the Social Security Act, as amended; 42 U.S.C.A. §1396 et seq. (specific to managed care: §§ 1902(a)(4), 1903(m), 1905(t), and 1932 of the SSA);
 - 12.1.3.4. Related rules: Title 42 Chapter IV (specific to managed care: 42 CFR § 438; see also 431 and 435);
 - 12.1.3.5. Children's Health Insurance Program (CHIP): Title XXI of the Social Security Act, as amended; 42 U.S.C. 1397;
 - 12.1.3.6. Regulations promulgated there under: 42 CFR 457;
 - 12.1.3.7. Patient Protection and Affordable Care Act of 2010;
 - 12.1.3.8. Health Care and Education Reconciliation Act of 2010, amending the Patient Protection and Affordable Care; and
 - 12.1.3.9. American Recovery and Reinvestment Act.
- 12.1.4. KePRO shall comply with the Health Insurance Portability & Accountability Act of 1996 (between the State and KePRO, as governed by 45 C.F.R. Section 164.504(e)). Terms of the Agreement shall be considered binding upon execution of this Agreement, shall remain in effect during the term of the Agreement including any extensions, and its obligations shall survive the Agreement.

12.2. Non-Discrimination.

KePRO shall require its providers and subcontractors to comply with the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Title IX of the Education Amendments of 1972 (regarding education programs and activities), the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the regulations (45 C.F.R. Parts 80 & 84) pursuant to that Act, and the provisions of Executive Order 11246, Equal Opportunity, dated September 24, 1965, and all rules and regulations issued thereunder, and any other laws, regulations, or orders which prohibit discrimination on grounds of age, race, ethnicity, mental or

physical disability, sexual or affectional orientation or preference, marital status, genetic information, source of payment, sex, color, creed, religion, or national origin or ancestry.

12.3. ADA Compliance.

- 12.3.1. KePRO shall require its providers or subcontractors to comply with the requirements of the Americans with Disabilities Act (ADA). In providing health care benefits, KePRO shall not directly or indirectly, through contractual, licensing, or other arrangements, discriminate against Medicaid beneficiaries who are qualified disabled individuals covered by the provisions of the ADA. A "qualified individual with a disability" defined pursuant to 42 U.S.C. § 12131 is an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity (42 U.S.C. § 12131).
- 12.3.2. KePRO shall submit to DHHS, ten days prior to implementation, a written certification that it is conversant with the requirements of the ADA, that it is in compliance with the law, and that it has assessed its provider network and certifies that the providers meet ADA requirements to the best of KePRO's knowledge. KePRO shall survey its providers of their compliance with the ADA using a standard survey document that will be developed by the State. Survey attestation shall be kept on file by KePRO and shall be available for inspection by the DHHS. KePRO warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of KePRO to be in compliance with the ADA. Where applicable, KEPRO shall abide by the provisions of Section 504 of the federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, regarding access to programs and facilities by people with disabilities.
- 12.3.3. KePRO shall have written policies and procedures that ensure compliance with requirements of the Americans with Disabilities Act of 1990, and a written plan to monitor compliance to determine the ADA requirements are being met. The compliance plan shall be sufficient to determine the specific actions that will be taken to remove existing barriers and/or to accommodate the needs of members who are qualified individuals with a disability. The compliance plan shall include the assurance of appropriate physical access to obtain included benefits for all members who are qualified individuals with a disability including, but not limited to, street level access or accessible ramp into facilities; access to lavatory; and access to examination rooms.
- 12.3.4. KePRO shall forward to DHHS copies of all grievances alleging discrimination against members because of race, color, creed, sex, religion, age, national origin, ancestry, marital status, sexual or affectional orientation, physical or mental disability for review and appropriate action within five (5) calendar days of receipt by KePRO.

12.4. Non-Discrimination in Employment.

- 12.4.1. KePRO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. KePRO will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. KePRO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.4.2. KePRO will, in all solicitations or advertisements for employees placed by or on behalf of KePRO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 12.4.3. KePRO will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of KePRO's commitments under Section 202 of President Johnson's Executive Order No. 11246 of September 24, 1965, which established requirements for non-discriminatory practice in hiring and employment on the part of federal contractors, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. See Exec. Order No. 11,246, 3C.F.R. 339 [1964-1965]. See also 42 U.S.C. 2000e.
- 12.4.4. KePRO will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.
- 12.4.5. KePRO will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.4.6. In the event of KePRO's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and KEPRO may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.4.7. KePRO will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. KePRO will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event that KePRO becomes involved in, or is

threatened with, litigation with a subcontractor or vendor as a result of such direction, KEPRO may request the United States to enter into such litigation to protect the interests of the United States.

12.5. Changes in Law.

KePRO shall remain current and comply with all relevant and applicable changes in federal and state law. KePRO shall implement appropriate system changes, as required by changes to federal and state laws, regulations, or policy.

13. Termination.

13.1. Transition Assistance.

Upon receipt of notice of termination of this Agreement by DHHS, KePRO shall provide any transition assistance reasonably necessary to enable DHHS or its designee to effectively close out this Agreement and move the work to another Medicaid Benefits Management vendor.

13.1.1. Transition Plan

KePRO shall prepare a Transition Plan, which must be approved by DHHS, to be implemented between notice of termination of the agreement and the termination date. Notice shall be effective as of the date of receipt by DHHS.

13.1.2. Data

13.1.2.1.1. KePRO shall be responsible for the provision of necessary data, information, and records, whether a part of the KePRO's information systems or compiled and/or stored elsewhere, to DHHS and/or its designee during the closeout period to ensure a smooth transition of responsibility. DHHS and/or its designee shall define the information required during this period and the time frames for submission.

13.1.2.1.2. All data and information provided by KePRO shall be accompanied by letters, signed by the responsible authority, certifying to the accuracy and completeness of the materials supplied. KePRO shall transmit the information and records required within the time frames specified and required by DHHS. DHHS shall have the right, in its sole discretion, to require updates to these data at regular intervals.

13.2. Termination for Cause.

13.2.1. DHHS shall have the right to terminate this Agreement, without liability to the State, in whole or in part, if KePRO:

13.2.1.1. Takes any action or fails to prevent an action that threatens the health, safety or welfare of any beneficiary, including behavior of its sub-contractors with respect to beneficiary engagement or beneficiary focus groups;

13.2.1.2. Takes any action that threatens the fiscal integrity of the Medicaid program;

13.2.1.3. Has any of its certifications suspended or revoked by any federal agency and/or is federally debarred or excluded from federal procurement and/or non-procurement Agreement;

13.2.1.4. Materially breaches this Agreement or fails to comply with any term or condition of this Agreement that is not cured within thirty (30) calendar days of DHHS' notice of breach and written request for compliance. DHHS' notice shall be effective the date it is sent to KePRO;

13.2.1.5. Violates state or federal law, policy, or regulation;

13.2.1.6. Fails to carry out the substantive terms of this Agreement that is not cured within thirty (30) calendar days of the date of DHHS's notice and written request for compliance;

13.2.1.7. Becomes insolvent;

13.2.1.8. Fails to meet applicable requirements contained within the provisions of 42 CFR 438.354.

13.2.1.9. Received a "going concern" finding in an annual financial report or indications that creditors are unwilling or unable to continue to provide goods, services or financing or any other indication of insolvency; or

13.2.1.10. Brings a proceeding voluntarily, or has a proceeding brought against it involuntarily, under the Bankruptcy Act.

13.2.1.11. Fails to correct significant failures in carrying out the substantive terms of this Agreement and this failure to correct is not cured within thirty (30) calendar days of the date of DHHS' notice and written request for compliance.

13.2.2. If DHHS terminates this Agreement for cause, KePRO shall be responsible to DHHS for all reasonable costs incurred by DHHS, the State of New Hampshire, or any of its administrative agencies to replace KePRO. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonably attributable to KePRO's failure to perform any service in accordance with the terms of this Agreement.

13.3. Termination for Other Reasons.

Either party may terminate this Agreement upon a breach by a party of any material duty or obligation hereunder which breach continues un-remedied for ninety (90) calendar days after written notice thereof to one party by the other.

13.4. Survival of terms.

Termination or expiration of this Contract for any reason will not release either Party from any liabilities or obligations set forth in this Contract that:

13.4.1. The Parties have expressly agreed shall survive any such termination or expiration; or

13.4.2. Arose prior to the effective date of termination and remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

14. Agreement Closeout.

14.1. Closeout Period.

A closeout period shall begin one-hundred twenty (120) calendar days prior to the last day of KePRO's contract with DHHS. During the closeout period, KePRO shall work cooperatively with, and supply program information to, any subsequent contractor and

DHHS. DHHS shall define the program information, and the working relationship between KePRO and the subsequent contractor.

14.2. Data.

14.2.1. KePRO shall be responsible for the provision of necessary information and records, whether a part of KePRO's information systems or compiled and/or stored elsewhere, to the new contractor and/or DHHS during the closeout period to ensure a smooth transition of responsibility. The new contractor and/or DHHS shall define the information required during this period and the time frames for submission.

14.2.2. All data and information provided by KePRO shall be accompanied by letters, signed by the responsible authority, certifying to the accuracy and completeness of the materials supplied. KePRO shall transmit the information and records required under this Article within the time frames required by DHHS. DHHS shall have the right, in its sole discretion, to require updates to these data at regular intervals.

15. Remedies.

15.1. Reservation of Rights and Remedies.

A material default or breach in this Agreement will cause irreparable injury to DHHS. In the event of any claim for default or breach of this Agreement, no provision of this Agreement shall be construed, expressly or by implication, as a waiver by the State of New Hampshire to any existing or future right or remedy available by law. Failure of the State of New Hampshire to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release KePRO from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the State of New Hampshire to insist upon the strict performance of this Agreement. In addition to any other remedies that may be available for default or breach of the Agreement, in equity or otherwise, DHHS may seek injunctive relief against any threatened or actual breach of this Agreement without the necessity of proving actual damages. DHHS reserves the right to recover any or all costs, administrative, legal, or other, incurred in the performance of this Agreement during or as a result of any threatened or actual breach by KePRO.

15.2. Liquidated Damages.

15.2.1. DHHS and KePRO agree that it will be extremely impracticable and difficult to determine the actual damages that DHHS will sustain if KePRO fails to maintain the required performance standards throughout the life of this Agreement. Any breach by KePRO would delay and disrupt DHHS's operations and obligations, and would lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the table below are reasonable.

15.2.2. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to DHHS. Except and to the extent expressly

provided herein, DHHS shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

- 15.2.3. DHHS shall make all assessments of liquidated damages. Should DHHS determine that liquidated damages may, or will be assessed, DHHS shall notify KePRO as specified in Section 15.5. of this Agreement.
- 15.2.4. KePRO shall submit a written Corrective Action Plan to DHHS, within ten (10) calendar days of notification, for review and approval prior to implementation of corrective action.
- 15.2.5. KePRO agrees that as determined by DHHS, failure to provide services meeting the performance standards would result in liquidated damages as specified. KePRO agrees to abide by the Performance Standards and Liquidated Damages as specified. DHHS' decision to assess liquidated damages must be reasonable, based in fact and made in good faith.
- 15.2.6. The remedies specified in this Section shall apply until the failure is cured, or a resulting dispute is resolved in KePRO's favor.
- 15.2.7. Liquidated damages will be assessed for each day, incidence or occurrence, as applicable, of a violation or failure.
- 15.2.8. KePRO agrees that failure to provide services meeting the performance standards set forth in the table below, as determined by DHHS, will result in the imposition of liquidated damages as indicated:

Table 4. Liquidated Damages.

Service Performance	Standard	Potential Liquidated Damages
1.) Operational Readiness	Must be achieved by August 1, 2013.	DHHS may access liquidated damages in the amount of \$2000 per business day for failure to implement the UM program on time. KePRO shall not be held liable for delays in implementation imposed by the State.
2) Key personnel	Key personnel vacancies must be filled within 60 calendar days of a vacancy	DHHS may access liquidated damages in the amount of \$100 per business day for failure to fill key personnel vacancies within 60 calendar days of a vacancy
3) Notification of staffing changes	DHHS must be notified in writing within three (3) business days of any temporary or permanent changes to the personnel commitments made in the Contractor's proposal or DHHS approved staffing plan	DHHS may access liquidated damages in the amount of \$50 per day for failure to notify DHHS of personnel changes in writing within three (3) business days
4) Reporting Requirements	The Contractor shall provide all reports specified in an acceptable format to DHHS	DHHS may access liquidated damages in the amount of \$500 per report per business day for failure to provide any

Service Performance	Standard	Potential Liquidated Damages
	within the stated time period	of the required reports in an acceptable format and/or on time. Damages shall accumulate daily on an ongoing basis until the report(s) is provided and is in an acceptable format to DHHS
5) Project Plan Noncompliance	The Project Plan submitted by the Contractor reflects policies, procedures and processes used in the execution of the Contract. Any deviation will require the prior written approval of DHHS and amendment of the Project Plan.	DHHS may access liquidated damages in the amount of \$1000 per business day for each day in which the Contractor fails to maintain the project Plan, to follow its provisions, or initiates any actions not covered and /or not approved by DHHS. Damages shall accumulate daily on an ongoing basis until the Contractor's performance is in compliance with a DHHS approved Project Plan.
6) Performance Standards	Performance standards used in the execution of the Contract are to be adhered to throughout the Contract period. Any deviation from the aged upon performance standards will require the prior written approval of DHHS	DHHS may access liquidated damages in the amount of \$1000 per business day for failure to adhere to any of the established performance standards.

15.3. Suspension of Payment.

15.3.1. Payments to KePRO shall be suspended when:

15.3.1.1. KEPRO fails to cure a default under this Agreement within thirty (30) calendar days of written notification; or

15.3.1.2. KEPRO fails to act on identified Corrective Action Plan.

15.3.2. Upon correction of the deficiency or omission, payments shall be reinstated.

15.4. Administrative and Other Remedies.

In addition to liquidated damages, DHHS may impose the following other remedies:

15.4.1. Termination of the Agreement if KePRO fails to carry out the substantive terms of the Agreement.

15.5. Notice of Remedies.

Prior to the imposition of either liquidated damages or any other remedies under this Agreement, including termination for breach, with the exception of requirements related to the Implementation Plan, DHHS will issue a written notice of remedies to KePRO that will include, as applicable, the following:

15.5.1. A citation to the law, regulation or Agreement provision that has been violated;

15.5.2. The remedies to be applied and the date the remedies shall be imposed;

- 15.5.3. The basis for DHHS's determination that the remedies shall be imposed;
- 15.5.4. A request for a Corrective Action Plan;
- 15.5.5. The timeframe and procedure for KePRO to dispute DHHS's determination, with the provision that KePRO's dispute of a liquidated damage or remedies shall not stay the effective date of the proposed liquidated damages or remedies; and
- 15.5.6. A statement that if the failure is not resolved within the cure period, DHHS shall be permitted to impose liquidated damages retroactively to the date of the Contractor's failure to perform, and shall continue to accrue until the failure is cured, or any resulting dispute is resolved in the Contractor's favor.

16. Dispute Resolution Process.

16.1. Informal Dispute Process.

In connection with any action taken or decision made by DHHS with respect to this Agreement, within ninety (90) calendar days following the action or decision, KePRO may protest such action or decision by the delivery of a notice of protest to DHHS and by which KePRO may protest said action or decision and/or request an informal hearing with the New Hampshire Medicaid Director. KePRO shall provide DHHS with an explanation of its position protesting DHHS's action or decision. The Director will determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issue(s). It is understood that the presentation and discussion of the disputed issue(s) will be informal in nature. The Director will provide written notice by mail and email of the time, of the format and location of the presentations. At the conclusion of the presentations, the Director shall consider all evidence and issue a written recommendation based on the evidence presented within thirty (30) calendar days of the presentation. The Director may appoint a designee to hear and determine the disputed action or decision.

16.2. No Waiver.

KePRO's exercise of its rights under Section 16.1 shall not limit, be deemed a waiver of, or otherwise affect the parties' rights or remedies otherwise available under law or this Agreement, including KePRO's right to appeal a DHHS decision under RSA chapter 541-A, or any applicable provisions of the New Hampshire Code of Administrative Rules, including Chapter He-C 200 Rules of Practice and Procedure.

16. Confidentiality.

16.1. Disclosure of Confidential Records.

All information, reports, data, and records maintained hereunder or collected in connection with the performance of the services performed under this Agreement are confidential. KePRO shall not disclose any confidential information except to public officials requiring such information in connection with their official duties and with the administration of the contracted services and the Agreement pursuant to State law and DHHS regulations regarding the permissible use and disclosure of such information. The use or disclosure of any information by any party about a Medicaid beneficiary for any

purpose not directly related to DHHS' or KePRO's responsibilities hereunder is prohibited unless disclosure is specifically permitted by written consent of the beneficiary, the beneficiary's Attorney, or the beneficiary's guardian.

16.2. Confidentiality of Records.

It is understood that DHHS may, in the course of carrying out its responsibilities under this Agreement, have or gain access to confidential or proprietary data or information owned or maintained by KePRO. If KePRO seeks to maintain the confidentiality of its commercial, financial, personnel, or other information, then KePRO must identify in writing the information it claims to be confidential and provide the basis for its claim of confidentiality. KePRO acknowledges that DHHS is subject to and bound by a New Hampshire Right-to-Know Law, New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of identified confidential information insofar as it is consistent with applicable laws and regulations, including New Hampshire RSA Chapter 91-A. In the event that DHHS receives a proper request for information that KEPRO identified as confidential information, DHHS shall so notify KePRO in writing. DHHS shall specify in its notice to KePRO the date it intends to release the requested information. If KePRO maintains that this information is confidential information that cannot be disclosed, it shall be KePRO's responsibility to seek legal protection of its information and to pay all costs associated with this legal process. If KePRO fails to seek legal protection or is unable to obtain a Court Order prohibiting the disclosure of its information, DHHS will be permitted to release KePRO's information, as requested pursuant to RSA 91-A, on the date DHHS specified in its written notice to KePRO. DHHS shall incur no liability to KePRO for any disclosure of KePRO information consistent with the procedure specified above.

17. Publicity.

KePRO shall not release any publicity regarding the subject matter of this Agreement without the prior written consent of DHHS' authorized representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, proposals, research, reports, signs, and other similar public statements prepared by or for the KePRO or its employees or subcontractors, with respect to the program, publications, or services provided as a result of this agreement.

EXHIBIT B
METHODS AND CONDITIONS PRECEDENT TO PAYMENT
MEDICAID BENEFITS MANAGEMENT FOR NEW HAMPSHIRE
MEDICAID BENEFICIARIES UNDER FEE FOR SERVICE PAYMENT ARRANGEMENTS

This agreement is reimbursed on a monthly basis for a three-year Agreement term, subject to all conditions contained within Exhibit A. Reimbursement for the first year of the Agreement shall commence on July 1, 2013, or the date of approval of the contract by the New Hampshire Governor and Executive Council, whichever is later.

Invoices shall be submitted monthly, on the Contractor's letterhead, to:

Jane M. Hybsch, RN BSN MHA
Administrator, Medicaid Care Management Programs
Office of Medicaid Business and Policy
NH Department of Health and Human Services
129 Pleasant Street – Brown Building
Concord, NH 03301-3857

The monthly invoice shall identify charges for deliverables and support aggregated to a total amount for the month based on the current implementation stage of the New Hampshire Medicaid Care Management Program.

The Contractor agrees to request and receive prior written approval from the State to engage any subcontractors under this Agreement, and further agrees to pay the expenses of any subcontractors awarded under this Agreement in accordance with Exhibit A, Statement of Work.

The Contractor agrees to request and receive prior written approval from the State for any modifications to the project budget that change any expenditure levels from the levels projected in the budget of this Agreement.

The Contractor agrees to use and apply all payments made by the State for direct and indirect costs and expenses associated with the execution of this Agreement. The Contractor's expenses for administration of any subcontractors shall not exceed the amounts identified in the project budget. Allowable costs and expenses shall be determined by the State in accordance with the project budget and applicable state and federal laws and regulations.

The Contractor agrees not to use or apply such payments for capital additions or improvements, dues to societies and organizations, entertainment costs, or any other costs not approved in advance and in writing by DHHS.

Payments will be made upon receipt of the Contractor's invoices that identify the contract components delivered and are consistent with the negotiated payment schedule. The total contract payment from DHHS will not exceed the agreed upon contract price.

Pricing Worksheet

Agreement Pricing is based on the volume of work anticipated in accordance with DHHS estimates as set forth below:

	Estimated Lives	Covered	Benefit Decisions, i.e. PA, SLO and special requests	Fair Hearings
Current Medicaid Beneficiaries - <u>Prior to Medicaid Care Management Enrollment</u>	130,000	beneficiaries per year	19,000/ year	25 / year
Management of Remaining FFS Beneficiaries not enrolled in Medicaid Care Management <u>STEP 1</u>	16,000	beneficiaries per year	3,000/year	15 / year
Management of Remaining FFS Beneficiaries not enrolled in Medicaid Care Management <u>STEP 2</u>	5,000	beneficiaries per year	200/year	5 / year
Management of Remaining FFS Beneficiaries not enrolled in Medicaid Care Management <u>STEP 3</u> - Medicaid Expansion and dual eligibles	5,000	beneficiaries per year	200/year	5/ year

Management of Current Level of Medicaid Beneficiaries (**Pre-Implementation** of the Medicaid Care Management Program).

Price Limit per Month: \$63,317.09

Management of Remaining FFS Beneficiaries not enrolled in Medicaid Care Management during **Step 1** of the implementation of the Medicaid Care Management Program.

Price Limit per Month: \$16,685.94

Management of Remaining FF Beneficiaries not enrolled in Medicaid Care Management during **Step 2** of the implementation of the Medicaid Care Management Program.

Price Limit per Month: \$5,464.87

Management of Remaining FF Beneficiaries not enrolled in Medicaid Care Management during **Step 3** of the implementation of the Medicaid Care Management Program.

Price Limit per Month: \$5,464.87

Price Limitation. This Agreement is based on an estimated number of covered lives, benefit decisions, and fair hearings. These estimates will be impacted and reduced as New Hampshire Medicaid's Care Management Program is implemented. The exact timing of each step of this implementation is not currently known. Pricing will depend on which step of implementation the Medicaid Care Management Program is in.

The initial number of estimated benefit determinations is based on the current number of Fee For Service Medicaid beneficiaries and benefit determinations. The prospective estimated number of benefit determinations, prior to implementation of Medicaid Care Management, is 19,000 per year. The parties agree that benefit determinations and pricing are estimated to decrease during each phase of implementation as set forth above. The costs will decrease with each step of implementation of Medicaid Care Management. The parties agree that DHHS will provide sixty (60) days advance written notice to KePRO of the commencement of each step of Care Management implementation and the concomitant reduction in covered lives and fees.

DHHS estimates for the purposes of this agreement, and subject to amendment as needed, that KePRO will be required to provide benefit management services:

- for the current level of FFS Medicaid beneficiaries from July 1, 2013, through December 31, 2013,
- for FFS Medicaid beneficiaries in Step One of Medicaid Care Management implementation from January 1, 2014 through June 30, 2014, and
- for FFS Medicaid beneficiaries in Step Two and Step Three of Medicaid Care Management from July 1, 2014 through the remainder of the contract period.

These estimations result in a pricing limitation of \$611,175.06. Nothing in this Exhibit shall obligate DHHS to pay amounts greater than those monthly amounts set forth above to correlate with the various phases of Medicaid Care Management for services provided during the respective phases of Medicaid Care Management. This estimation is an estimation of facts and circumstances that are not currently known, and is therefore subject to change as circumstances change. DHHS reserves the right at any time to change both its timing and its pricing estimates. Actual costs shall not exceed the pricing limits provided above absent an amendment to this agreement.

Invoicing. Invoices shall be submitted to DHHS' Office of Medicaid Business and Policy as indicated above for services provided by the Contractor as outlined in Exhibit A. The Contractor shall be notified in writing should this contact information change during the course of the contract.

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NH Department of Health and Human Services
STANDARD EXHIBIT C
SPECIAL PROVISIONS

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

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

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

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

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or 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 subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

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.

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**NH Department of Health and Human Services
STANDARD EXHIBIT D
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

1 US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☒ if there are workplaces on file that are not identified here.

Keystone Peer Review Organization, Inc.
(KePRO)

From: 7/1/2013 To: 6/30/2016

(Contractor Name)

(Period Covered by this Certification)

Joseph A. Dougher, President and CEO

(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature)

May 14, 2013

(Date)

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**NH Department of Health and Human Services
STANDARD EXHIBIT E
CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

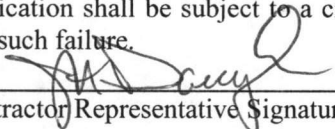
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 7/1/2013 through 6/30/2016

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 _____ (Contractor Representative Signature)	Joseph A. Dougher, President and CEO _____ (Authorized Contractor Representative Name & Title)
Keystone Peer Review Organization, Inc. (KePRO) _____ (Contractor Name)	May 14, 2013 _____ (Date)

NH Department of Health and Human Services
STANDARD EXHIBIT F
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) **where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).**

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

	Joseph A. Dougher, President and CEO
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)

Keystone Peer Review Organization, Inc. (KePRO)	May 14, 2013
(Contractor Name)	(Date)


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NH Department of Health and Human Services
STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

	Joseph A. Dougher, President and CEO
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)

Keystone Peer Review Organization, Inc. (KePRO)	May 14, 2013
_____ (Contractor Name)	_____ (Date)


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NH Department of Health and Human Services
STANDARD EXHIBIT H
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

	Joseph A. Dougher, President and CEO
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)

Keystone Peer Review Organization, Inc. (KePRO)	May 14, 2013
(Contractor Name)	(Date)

Remainder of page intentionally left blank

NH Department of Health and Human Services
STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI

pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

<u>NH Dept. of Health & Human Services</u>	<u>Keystone Peer Review Organization, Inc. (KePRO)</u>
The State Agency Name	Name of the Contractor
	
Signature of Authorized Representative	Signature of Authorized Representative
<u>Kathleen A. Dunn</u>	<u>Joseph A. Dougher</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>President and CEO</u>
Title of Authorized Representative	Title of Authorized Representative
<u>May 15, 2013</u>	<u>May 14, 2013</u>
Date	Date

NH Department of Health and Human Services
STANDARD EXHIBIT J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

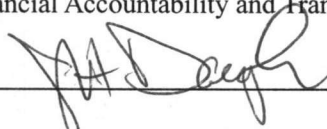
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

 _____ (Contractor Representative Signature)	Joseph A. Dougher, President and CEO _____ (Authorized Contractor Representative Name & Title)
---	--

Keystone Peer Review Organization, Inc. (KePRO) May 14, 2013 _____ (Contractor Name)	_____ (Date)
--	-----------------

STANDARD EXHIBIT J
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 23-2348176

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Keystone Peer Review Organization, Inc. a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on April 4, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of April, A.D. 2013

A handwritten signature in dark ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

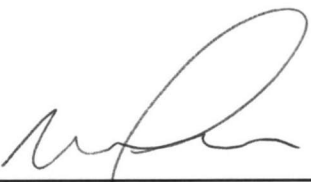


Clinically driven. Client focused. Value-based.

May 15, 2013

MEETING OF THE BOARD OF DIRECTORS
OF
Keystone Peer Review Organization, Inc. (KePRO, Inc.)

A meeting of the Board of Directors of KePRO, Inc.
was held whereby a resolution was passed authorizing the Joseph A. Dougher, President/Chief
Executive Officer as THE INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF KePRO, Inc.
By this signature, the undersigned may enter into any and all contractual obligations on behalf
of this corporation.



Mark Piasio, M.D., Chairman



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2013

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 PSA Insurance & Financial Services 11311 McCormick Road, Ste 500 Hunt Valley MD 21031-8622	CONTACT NAME: Jessica Gemmill PHONE (A/C No. Ext): (443) 798-7433 FAX (A/C No.): (443) 798-7300 E-MAIL ADDRESS: jgemmill@psafinancial.com																					
INSURED Keystone Peer Review Organization, Inc. 777 East Park Drive Harrisburg PA 17111	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>Hartford Casualty Insurance Co</td><td>29424</td></tr><tr><td>INSURER B</td><td>Hartford Underwriters Ins Co</td><td>30104</td></tr><tr><td>INSURER C</td><td>PMA Insurance Group</td><td></td></tr><tr><td>INSURER D</td><td>Twin City Fire Insurance Co</td><td>29459</td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Hartford Casualty Insurance Co	29424	INSURER B	Hartford Underwriters Ins Co	30104	INSURER C	PMA Insurance Group		INSURER D	Twin City Fire Insurance Co	29459	INSURER E			INSURER F		
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INSURER E																						
INSURER F																						

COVERAGES

CERTIFICATE NUMBER:13-14 Master

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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			30SBMTO3042	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			30UECPC0201	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A		UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			30SBMTO3042	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2010004341350	5/29/2012	5/29/2013	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
<input type="checkbox"/> Y <input type="checkbox"/> N								
D		Crime			00KB0227256-12	1/1/2013	1/1/2014	Employee Dishonesty \$1,000,000 Deductible \$10,000

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

CERTIFICATE HOLDER**CANCELLATION**

Department of Health and Human Services
Office of Medicaid Business and Policy
129 Pleasant Street
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Jessica Gemmill/JESS

ACORD 25 (2010/05)

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INS025 (201005) 01

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Additional Named Insureds

Other Named Insureds

KePRO

Doing Business As

KePRO Acquisitions, Inc.

Corporation, Additional Named Insured

Ohio KePRO, Inc.

Corporation, Additional Named Insured



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2013

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 PSA Insurance & Financial Services 11311 McCormick Road, Ste 500 Hunt Valley MD 21031-8622	CONTACT NAME: Jessica Gemmill PHONE (A/C No. Ext): (443) 798-7433 FAX (A/C No): (443) 798-7300 E-MAIL ADDRESS: jgemmill@psafinancial.com														
INSURED Keystone Peer Review Organization, Inc. 777 East Park Drive Harrisburg PA 17111	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: One Beacon Insurance</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: One Beacon Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: One Beacon Insurance															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 13-14 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions (Managed Care)			MCR-5470-12	1/1/2013	1/1/2014	Aggregate Limit \$5,000,000 Deductible \$100,000

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

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