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

Jeffrey A. Meyers
Acting Commissioner

Kathleen A. Dunn
Associate Commissioner
Medicaid Director

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

January 15, 2016

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

*Retroactive
Sole Source*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy, to **retroactively** enter into a **sole source** agreement with Manatt, Phelps and Phillips, LLP (Vendor #225012) of Seven Times Square, New York, NY, to provide professional services to assist in the implementation activities required for the New Hampshire Building Capacity for Transformation Section 1115(a) Medicaid waiver demonstration (Building Capacity Waiver) approved on January 5, 2016, in an amount not to exceed \$1,200,000. The contract is effective retroactive to January 15, 2016 upon Governor and Executive Council approval through July 31, 2016. This contract will initially be funded with 50% Federal Funds and 50% General Funds. Funding under the Building Capacity Waiver will later reimburse the general funds used for this contract.

Funds to support this request are available in the following account for State Fiscal Years 2016 and 2017, with authority to adjust encumbrances in the State Fiscal Year through the Budget Office, if needed and justified without further approval from Governor and Executive Council:

05-95-47-470010-7937000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS; OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION

Fiscal Year	Class/Account	Class/Title	Amount
2016	102-500731	Contracts for Program Services	\$ 800,000
2017	102-500731	Contracts for Program Services	\$ 400,000
		Total:	\$1,200,000

EXPLANATION

As explained in detail below, the Department has submitted this contract on a **retroactive, sole source** basis only as a result of a combination of critical needs and timing: the very recent issuance of the waiver by the federal government, the very specialized work required to implement such a waiver, the extensive experience in such waiver implementation work by Manatt, Phelps, Phillips on recent similar waivers, and the imperative of implementing the waiver as expeditiously as possible in order that it may help address the state's pressing behavioral health needs.

On January 5, 2016, the Centers for Medicare and Medicaid Services ("CMS") approved a Section 1115 Medicaid demonstration waiver that will allow the state to access up to \$150 million dollars over the next five years for the purpose of strengthening and expanding capacity for the state's behavioral health system. New Hampshire will access up to \$30 million dollars per year starting in 2016 that will fund a Building Capacity Transformation Fund out of which performance based awards will be made to regionally based networks of medical and community social service providers called Integrated Delivery Networks (or IDNs).

This award is known as a "Section 1115 Medicaid demonstration waiver" because the federal dollars being provided to New Hampshire represent new federal match for state health care spending that is not traditionally matched under the Medicaid program, but which the Secretary of Health and Human Services is authorized by Congress under Section 1115 of the Social Security Act to grant as a demonstration when the Secretary determines that providing the new matching funds will further the purposes of the Medicaid program.

The state's decision to apply for and focus this demonstration program on behavioral health is driven by many factors. The demand for mental health and substance use disorder services in New Hampshire is increasing. Current behavioral health provider capacity is not well positioned to deliver the comprehensive and integrated care that can most effectively address the needs of New Hampshire residents with severe behavioral health or comorbid physical and behavioral health problems. A number of factors make behavioral health transformation a priority of the state, including the enactment of the New Hampshire Health Protection Program (NHPP) to cover the new adult group, an estimated one in six of whom have extensive mental health or substance use disorder needs; the extension of substance use disorder (SUD) benefits to the entire Medicaid population in state fiscal year 2017, and the need to address the epidemic of opioid abuse in the state.

The state will use the integrated delivery networks (IDNs) as a vehicle to build relationships across the state between behavioral health providers and other health care and community social service providers that are necessary to achieve the state's vision for the behavioral health system in New Hampshire. That vision consists of increasing integration across providers and community social service agencies, expanding provider capacity, and developing new expertise and improving care transitions. The IDNs will also focus on the establishment of financial and governance relationships among providers and investments in information technology (IT) systems that enable data exchanges to promote integrated care.

The disbursement of waiver funds for projects and programs will be done on a competitive basis and applications for awards evaluated by a neutral third party vendor to be selected by the state in a separate request for proposal (RFP) process.

CMS' approval of New Hampshire's demonstration includes several substantive terms and conditions for which the Department must ensure compliance, including:

- An aggressive implementation timeline;
- Developing the proposed project priorities and IDN application process;
- Establishing the outcome measures that the State and the IDNs will be required to track and achieve;
- Obtaining early public and stakeholder feedback on the development of key components, such as Delivery System Reform Incentive Payment protocols for planning and funding Integrated Delivery Network projects; and
- Activities to solicit and award demonstration funding to such projects.

The Contractor will provide project management services to support the timely implementation of the demonstration, policy and legal expertise to support the development of Delivery System Reform Program and Incentive Payment protocols, the application for transformation funding and outcome and quality measures, as well as legal research and analysis; and will assist the Department in obtaining CMS approval, where required, throughout implementation.

Manatt, Phelps and Phillips, LLP previously served as an invaluable partner to the Department in gaining CMS approval of the federal waiver required for the Premium Assistance Program, which enabled the New Hampshire Health Protection population to transition to private individual health policies on the federal marketplace on January 1, 2016. Manatt, Phelps and Phillips, LLP played a key role in helping the State shape the New Hampshire Building Capacity for Transformation application, and their work was critical to CMS' approval. Importantly, the firm was integrally involved over the past year in implementing a similar demonstration waiver program in New York. The Manatt firm is one of only a very few firms nationwide with the experience and qualifications to provide the assistance needed to the Department and the State of New Hampshire.

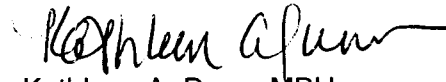
The agreement contains renewal language that allows the Department to renew the agreements for up to six (6) additional months, subject to the continued availability of funds, satisfactory performance of services and Governor and Executive Council approval.

Area Served: Statewide

Source of Funds: 50% Federal Funds from the Department of Health and Human Services, Centers for Medicare and Medicaid Services, CMS Research, Demonstrations and Evaluations, Catalog of Federal Domestic Assistance #93.779, and 50% General Funds.

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

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director

Approved by:



Jeffrey A. Meyers
Acting Commissioner

Subject: Public Outreach Consultants - Section 1115a Medicaid Demonstration

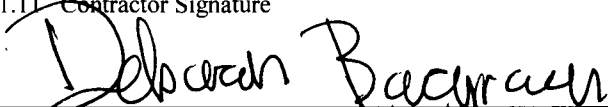
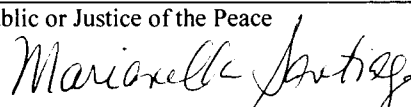

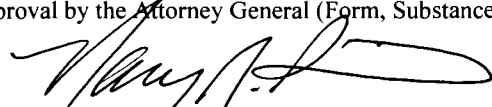
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manatt, Phelps and Phillips, LLP		1.4 Contractor Address Seven Times Square New York, NY 10036	
1.5 Contractor Phone Number 212-790-4594	1.6 Account Number 05-00095-047-470010-52010000	1.7 Completion Date July 31, 2016	1.8 Price Limitation \$1,200,000
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Deborah Bachrach, Partner	
1.13 Acknowledgement: State of <i>New York</i> , County of <i>New York</i> On <i>January 14, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		MARIANELLA SANTIAGO NOTARY PUBLIC-STATE OF NEW YORK No. 01SA4991173 Qualified in Bronx County My Commission Expires January 27, 2018	
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 Marilee Nihan Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: <i>1/15/2016</i>			
1.18 Approval by the Governor and Executive Council <i>(if applicable)</i> By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

Contractor Initials DB
Date 1-14-16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. Project Management

The Contractor shall provide project management, including developing and managing a work plan and timeline, tracking open issues, and driving and documenting decision making among Department leadership related to Pre-implementation Activities required under the Section 1115a Medicaid Demonstration Project, "New Hampshire Building Capacity for Transformation (NHBCT)." Specific project management activities shall include but not be limited to:

- 2.1.1. Developing a workplan and timeline in collaboration with DHHS designees;
- 2.1.2. Reviewing the workplan with DHHS leadership bodies, such as the Executive Team, or other New Hampshire leadership bodies, oversight committees, or stakeholder groups, upon DHHS request;
- 2.1.3. Scheduling, developing agendas for, and facilitating calls with NHBCT involved groups or entities, including weekly calls with DHHS designees and the Centers for Medicare and Medicaid Services (CMS); and
- 2.1.4. Documenting the results of all such meetings in a format consistent with the requirements of the NHBCT as specified by CMS or DHHS.

2.2. Delivery System Reform Incentive Payment Protocol Development

The Contractor shall assist DHHS with the development, drafting, submittal, negotiating, completion of any modifications necessary based on CMS comments, resubmittal to CMS accordingly, and obtaining CMS approval of the Delivery System Reform Incentive Payment (DSRIP) Protocols required under the NHBCT.

- 2.2.1. In developing the DSRIP Planning Protocol, the Contractor shall:
 - 2.2.1.1. Work with DHHS designees and key stakeholders to articulate DHHS' vision and priorities to guide the framing of the DSRIP Planning Protocol;



Exhibit A

- 2.2.1.2. Develop the menu of projects from which IDNs must choose. The projects will offer alternative mechanisms by which the IDNs can advance integrated physical and behavioral health care. Each project will have a project score, population based objectives, and metrics by which the success of the project will be evaluated;
 - 2.2.1.3. Identify baseline data that will be used to track progress for performance based awards. The Contractor shall provide input and advice on the types of data that can be used to track performance; DHHS shall identify available State-level data for this purpose;
 - 2.2.1.4. Outline the requisite implementation markers that will be incorporated into the Project Plans; and
 - 2.2.1.5. Draft high level requirements for the IDN Project Plans for inclusion in the DSRIP Planning Protocol.
- 2.2.2. In developing the DSRIP Funding and Mechanics Protocol, the Contractor shall ensure that the amount of DSRIP funds each IDN will receive shall be based on a "maximum project valuation." Maximum project valuation shall be calculated based on a score assigned to each selected project and the number of Medicaid lives attributed to the IDN.
- 2.2.2.1. The Contractor shall work with DHHS designees and key stakeholders to identify IDN funding priorities to help inform the drafting of the protocol.
 - 2.2.2.2. The Contractor shall develop an attribution methodology based on geographic and member service loyalty factors for the purposes of calculating the maximum project valuation.
 - 2.2.2.3. The Contractor shall draft maximum project valuation scenarios based on potential IDN project selection and attribution for the purposes of determining the maximum amount of funds to be distributed to each IDN.
 - 2.2.2.4. The Contractor shall draft a review process, timeline and reporting requirements (including data and progress reports) that each IDN will be responsible for submitting to DHHS as a condition of receiving funds.
 - 2.2.2.5. The Contractor shall assist DHHS with determining the funding consequences for IDNs that fail to meet performance metrics.
- 2.2.3. The Contractor shall ensure that the draft DSRIP Planning Protocol and the draft DSRIP Funding and Mechanics Protocol for approving, overseeing and evaluating IDN project implementation funding are submitted to CMS no later than March 1, 2016;
- 2.2.4. The Contractor shall negotiate with CMS and complete modifications to the DSRIP protocols based on CMS comments received, subject to DHHS approval, and ensure resubmittal to CMS within 30 calendar days of receipt of CMS comments.



Exhibit A

2.3. IDN Projects – Initial DHHS Development

The Contractor shall assist DHHS in completing necessary activities to enable DHHS' initial solicitation and awarding of IDN projects that will be supported financially under the NHBCT. The Contractor shall:

- 2.3.1. Assist DHHS with drafting the "IDN Project Design and Capacity Building Fund Application;"
- 2.3.2. Collaborate with DHHS to identify the standards IDNs must meet to participate in the NHBCT and successfully receive IDN Project Design and Capacity Building Funds (e.g. types of providers that are required to be included in the IDN, a demonstration of community need in the IDN's geographic area, and a description of how the IDN's project selection will meet the objectives of the NHBCT);
- 2.3.3. Develop a scoring methodology for selecting IDNs;
- 2.3.4. Collaborate with DHHS to identify the implementation steps that DHHS will require to be included in IDN Project Plan Applications, including at minimum: a description of the network of providers; an overview of the IDN's governance structure; and a detailed plan for how the IDN will implement the projects, track milestones, share information across providers, and report on progress.

2.4. Public and Stakeholder Engagement

The Contractor shall support DHHS designees in engaging the public and all affected stakeholders (including community stakeholders, Medicaid beneficiaries, physician groups, hospitals, and health plans) to solicit feedback and comment on the items so specified in the NHBCT Pre-Implementation Activities. Specific public and stakeholder engagement activities shall include but not be limited to:

- 2.4.1. Assisting DHHS staff in preparing materials that describe the Demonstration's vision and seek comment and input on the various DSRIP Protocols and Applications;
- 2.4.2. Incorporating public and stakeholder feedback in Protocols and Applications, as needed;
- 2.4.3. Supporting the State in preparing materials for four to six webinars; and
- 2.4.4. Preparing Question & Answer documents, as needed.

2.5. Ad-Hoc Legal Research

As needed, and on a limited basis, the Contractor shall undertake legal research and analysis in response to legal questions that may arise related to privacy and security, consent, governance and funds flow.

3. Staffing

- 3.1. The Contractor shall provide sufficient staff to perform the contracted services to DHHS' satisfaction. This shall include staff to provide overall strategic planning support and guidance as needed, subject matter expertise, project management support, and day to day support.



Exhibit A

- 3.2. Upon DHHS request, such staff shall be required to perform contracted services in-person. DHHS shall provide reasonable notice of all such instances, and identify the location, date and time for which in-person presence is needed. All such requests shall be limited to New Hampshire, or as otherwise required for interaction with CMS representatives; no more than three such trips shall be requested, unless by otherwise mutual agreement of the parties.
- 3.3. The Contractor may, with DHHS approval, provide services remotely, using electronic means of communication, including e-mail, telephone, and through web-conferencing (or other video communication acceptable to the parties).



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement, in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Contract period: January 15, 2016 through July 31, 2016.
3. The Contractor shall be reimbursed for providing and delivering the services described in Exhibit A, Scope of Services, on a deliverables basis and pursuant to the Deliverable Schedule (Table 1) as follows:

Project Tasks	Project Task Lead	Start Date*	End Date*	Price
DSRIP Planning Protocol	Contractor	1/15/16	3/31/16	\$300,000
DSRIP Funding and Mechanics Protocol	Contractor	1/15/16	3/31/16	\$300,000
IDN Project Design and Capacity Building Funds Application	Contractor	2/15/16	5/15/16	\$200,000
IDN Project Plan Application	Contractor	3/1/16	7/15/16	\$200,000
Ad Hoc Legal Research	Contractor	1/15/16	7/15/16	\$50,000
Public and Stakeholder Engagement	DHHS	1/15/16	7/15/16	\$75,000
Project Management	Contractor	1/15/16	7/15/16	\$75,000

*Dates may change subject to the parties' mutual agreement.

4. The services described in Exhibit A, Scope of Services, are funded with 50% General funds, and 50% Federal funds made available under:
 - CFDA #: 93.779
 - Federal Agency: U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services
 - Program Title: CMS Research, Demonstrations and Evaluations
 - FAIN: TBD
5. The Contractor agrees to provide the services described in Exhibit A, Scope of Services, in compliance with the Federal requirements applicable to the funding source stated in paragraph 4.



Exhibit B

6. The Contractor shall submit a monthly invoice, in a form satisfactory to the Department, which details the deliverables met in the prior month. The Department shall make payment to the Contractor, within thirty (30) days of receipt of such invoice, for services provided pursuant to this Agreement. The final invoice shall be due to the Department no later than thirty (30) days after the Contract Period's expiration. The invoice shall be sent to:

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

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



SPECIAL PROVISIONS

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

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



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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



Exhibit C-1

3. Subparagraph 9 of Standard Exhibit C, Special Provisions of this contract is deleted and the following subparagraph is added:
9. **Audit:** Reserved.
4. Subparagraphs 11, 11.1, and 11.2 of Standard Exhibit C, Special Provisions of this contract are deleted and the following subparagraphs are added:
11. **Reports:** Fiscal and Statistical: Reserved.
11.1 Interim Financial Reports: Reserved.
11.2 Final Report: Reserved.
5. Under this Agreement, the Contractor represents the New Hampshire Department of Health and Human Services only and no other agency or instrumentality of the State. The Contractor represents other clients in legal matters involving the State. Specifically, Contractor represents Sirius XM Radio Inc. ("Sirius") in connection with state and local regulatory matters, including in a multi-state investigation on marketing practices. Contractor also represents Seedco Financial Services ("Seedco") in connection with New Markets Tax Credit financing transactions, including a transaction for a biomass power plant in Berlin, New Hampshire. The Department acknowledges that these matters are unrelated to Contractor's work for the Department and do not present conflicts. The Department consents to the Contractor continuing to represent Sirius and Seedco and other clients involving the State in matters unrelated to the Department, while Contractor represents the Department under this agreement.
6. The Department reserves the right to renew the Contract for up to six additional months, subject to the availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

1-14-16
Date


Name: Deborah Bachrach
Title: Partner

Contractor Initials DB
Date 1/14/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

1-14-16
Date


Name: Deborah Bachrach
Title: Partner


Date 1-14-16



**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

DB
7-14-16



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

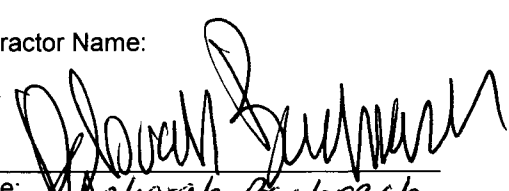
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

1-14-16
Date

Contractor Name:


Name: Deborah Buchrach
Title: Partner

DB
Date 1-14-16



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

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

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

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

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

Exhibit G

Contractor Initials

DB

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

1-14-16
Date

Contractor Name:

Deborah Bachrach
Name: Deborah Bachrach
Title: Partner

Exhibit G

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

Contractor Initials DB



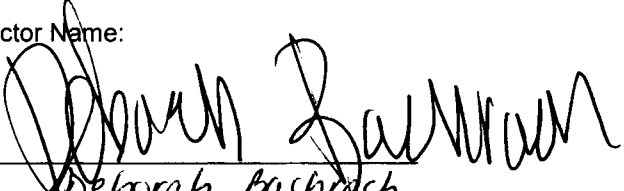
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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.

1-14-16
Date

Contractor Name: 
Name: Deborah Bachrach
Title: Partner

Contractor Initials DB
Date 1-14-16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I – Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

DB
Date 1-24-16



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

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

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

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

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

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

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

1-14-16
Date

Contractor Name:


Name: Deborah Bachrach
Title: Partner

Contractor Initials DB
Date 1-14-16



FORM A

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

1. The DUNS number for your entity is: 07-189-4505
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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



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.

1-14-16
Date

Contractor Name:

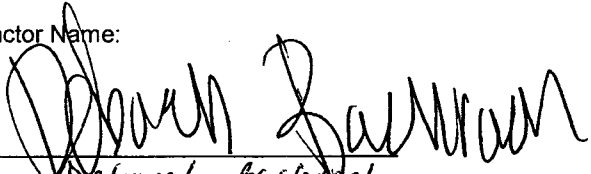

Name: Deborah Bachrach
Title: Partner



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

Exhibit I – Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

DB

1-14-16



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.

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

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

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

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

1-14-16
Date

Contractor Name: 
Name: Deborah Bachrach
Title: Partner

Contractor Initials DB
Date 1-14-16

New Hampshire Department of Health and Human Services
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: 07-189-4505
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

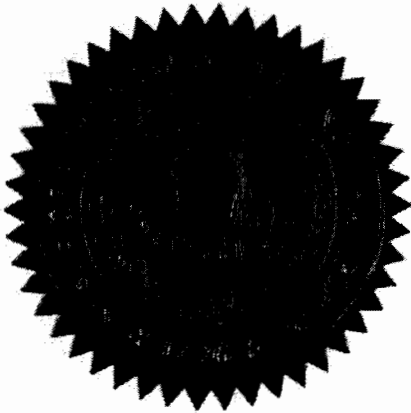
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

JB
Date 1/14/16

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

January 12, 2016

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

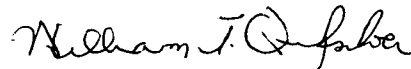
Re: Confirmation of Authority to Bind Limited Liability Partnership

To Whom it May Concern:

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

This authority extends through December 31, 2016 unless revoked.

Sincerely,



William T. Quicksilver

WTQ: lsf

315888555.1
1/12/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2015

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

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

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

COVERAGES

CERTIFICATE NUMBER: CL155106150

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		3581-49-86	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Included OTHER \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		7983-26-33	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		79832633	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 50,000,000 AGGREGATE \$ 50,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

NH Department of Health and Human Services is included as Additional Insured respecting claims arising out of the operations of the Named Insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J Ramsey/JEROM1

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/10/2015

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

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

PRODUCER HUB International Insurance Services Inc. License Number 0757776 PO Box 20005 Encino CA 91416-0005	CONTACT NAME: Katrine Minasyan PHONE (A/C No. Ext): (818) 257-7400 FAX (A/C No.): (818) 257-7450 E-MAIL ADDRESS: katrine.minasyan@hubinternational.com														
INSURED MANATT, PHELPS & PHILLIPS, LLP 11355 W OLYMPIC BLVD LOS ANGELES CA 90064-1614	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Company LTD</td> <td style="text-align: center;">11000</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Sentinel Insurance Company LTD	11000	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Sentinel Insurance Company LTD	11000														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	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"/> PROJECT <input type="checkbox"/> LOC							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	72WEJXB445	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J Pfaffenberger/JPF
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Deborah Bachrach



Professional Experience

Deborah Bachrach has more than 25 years of experience in health policy and financing in both the public and private sectors and an extensive background in Medicaid coverage and payment policies and healthcare reform. She works with states, providers, plans and foundations in analyzing and implementing the Affordable Care Act and payment and delivery system reforms.

Ms. Bachrach has served as an advisor to the Center for Health Care Strategies, the Medicaid and CHIP Payment and Access Commission (MACPAC), the Robert Wood Johnson Foundation and the Kaiser Family Foundation as well as state Medicaid agencies, foundations, healthcare providers and other healthcare organizations. She is an adjunct professor of law at the New York University School of Law, where she teaches a seminar on federal health reform.

From 2007 to 2010, Ms. Bachrach was the Medicaid Director and Deputy Commissioner of Health for the New York State Department of Health, Office of Health Insurance Programs. In this capacity, she was responsible for coverage, care and payment policies for over 4 million children and adults enrolled in New York's Medicaid and Child Health Insurance Programs and led reforms to streamline Medicaid's eligibility and enrollment process and to improve its purchasing strategies.

Ms. Bachrach was a partner at Manatt from 1992 to 2006, serving as co-chair of the Healthcare Practice Group. She provided legislative, regulatory and strategic counsel to academic medical centers, safety net hospitals, community health centers, health plans and other healthcare companies.

Prior to this, Ms. Bachrach served as Vice President, External Affairs, at St. Luke's-Roosevelt Hospital Center. She also worked for four years as New York State Chief Assistant Attorney General and for three years as Chief of the Civil Rights Bureau in the Office of the New York State Attorney General.

Partner

Healthcare Industry

T 212.790.4594

E dbachrach

@manatt.com

Education

- New York University School of Law, J.D., cum laude.
Editor, Moot Court Board.
University Honors Scholar; Vanderbilt Medal recipient.
- University of Pennsylvania, Wharton School, B.S., cum laude.
Beta Gamma Sigma.

Memberships and Activities

- Admitted to practice in the state of New York.

Honors and Awards

- *Best Lawyers in America*, 2006-2016.
- Named *Best Lawyers*® 2014-15 New York City Health Care Law "Lawyer of the Year."
- Outstanding Career Achievement Award, NY Association for Ambulatory Care, 2010.
- Forstner Award, Community Health Care Association of New York State, 2008.
- Leadership Award, Coalition of Behavioral Health Agencies, 2008.
- *New York Super Lawyers*, 2006, 2007.
- Health Advocacy Leadership Award, Morris Heights Health Center Foundation, 2003.

Publications

- Co-author, "Medicaid and the Indian Health Service: States to Receive Additional Federal Funds," Robert Wood Johnson Foundation's State Health Reform Assistance Network, November 20, 2015.
- Co-author, "Medicaid Expansion and Criminal Justice Costs: Pre-Expansion Studies and Emerging Practices Point Toward Opportunities for States," Robert Wood Johnson Foundation's State Health Reform Assistance Network, November 3, 2015.
- Co-author, "Medicaid at 50: A Blog Series on the Program's Evolution and Future," The Commonwealth Fund, July 2015.
- Co-author, "The Impact of Medicaid Expansion on Uncompensated Care Costs: Early Results and Policy Implications for States," Robert Wood Johnson Foundation's State Health Reform Assistance Network, June 2015.
- Co-author, "Coverage Options for Massachusetts: Leveraging the Affordable Care Act," Blue Cross Blue Shield of Massachusetts Foundation, May 2015.
- Co-author, "Estimated State Budget Impact of a MaineCare Expansion in 2016," Maine Health Access Foundation, April 2015.

- Co-author, "Building a Culture of Health: The Value Proposition of Retail Clinics," Robert Wood Johnson Foundation, April 2015.
- Co-author, "Innovation Waivers: An Opportunity for States to Pursue Their Own Brand of Health Reform," The Commonwealth Fund and the Robert Wood Johnson Foundation State Health Reform Assistance Network, April 2015.
- Co-author, "States Expanding Medicaid See Significant Budget Savings and Revenue Gains," Robert Wood Johnson Foundation, State Health Reform Assistance Network, April 2015.
- Co-author, "King v. Burwell: What a Subsidy Shutdown Could Mean for... Consumers, Insurers, Health Care Providers and States," Series of four articles prepared for The Commonwealth Fund blog, February 24-27, 2015.
- Co-author, "Medicaid Managed Care: What's Ahead in 2015," Bloomberg BNA's *Health Care Policy Report*, February 23, 2015.
- Co-author, "State Strategies for Integrating Physical and Behavioral Health Services in a Changing Medicaid Environment," The Commonwealth Fund, August 2014.
- Co-author, "Arkansas: A Leading Laboratory for Health Care Payment and Delivery System Reform," The Commonwealth Fund, August 2014.
- Co-author, "Coverage and Delivery of Adult Substance Abuse Services in Medicaid Managed Care," Medicaid Managed Care Information Resource Center, Centers for Medicare & Medicaid Services (CMS), May 2014.
- Co-author, "Addressing Patients' Social Needs: An Emerging Business Case for Provider Investment," The Commonwealth Fund, Skoll Foundation and Pershing Square Foundation, May 2014.

Speaking Engagements

- "Medicaid DSRIP Programs: Where do Medicaid Managed Care Plans Fit?," Association for Community Affiliated Plans, June 15, 2015.
- "Spotlight on Vulnerable Populations: Low-Income Adults & The Medicaid Expansion Decision," Grantmakers in Health CEO Working Group on Access and Coverage, March 4, 2015.
- "Drug Coverage Under the ACA," FDA/CMS Summit for Biopharma Executives, Washington, D.C., December 11-12, 2014.
- "2017 Innovation Waivers: The Future Is Right Around the Corner," State Coverage Initiatives and State Health Reform Assistance Network webinar, December 4, 2014.
- "Realizing Behavioral Health Integration in Medicaid," National Association of Medicaid Directors Fall Conference, Arlington, VA, November 4-5, 2014.

- “Integration of Physical Health, Behavioral Health, and Long-Term Services,” National Academy for State Health Policy (NASHP) 27th Annual State Health Policy Conference, Atlanta, GA, October 6-8, 2014.
- “Medicaid Transformation,” National Medicaid Transformation and Provider Collaboration Web Summit, September 19, 2014.
- “Transforming Medicaid: Lessons from Pioneering States,” National Conference of State Legislatures (NCSL) Legislative Summit, Minneapolis, MN, August 20, 2014.

Jocelyn A. Guyer



Professional Experience

Jocelyn Guyer is a director with Manatt Health Solutions (MHS), an interdisciplinary policy and business advisory division of Manatt, Phelps & Phillips, LLP. Ms. Guyer provides policy expertise, strategic advice and technical support to states, foundations, and a broad array of other clients on implementation of the Affordable Care Act, Medicaid and the Children's Health Insurance Program. With over 20 years of experience in health policy, she has particularly deep knowledge of eligibility issues and IT systems and has served as an advisor to organizations such as the National Academy for State Health Policy and the American Academy of Pediatrics, and to major foundations.

Prior to joining MHS, Ms. Guyer was a founding member and co-executive director of the Center for Children and Families (CCF), a health policy center at Georgetown University, where she provided strategic advice and expertise to national policymakers and advocates on health policy issues and safety net programs. She managed key elements of CCF's policy work, including its review of federal health reform regulations and its annual 50-state survey on Medicaid and CHIP eligibility rules. In her capacity as a senior researcher at Georgetown University, Ms. Guyer advised the State of Maryland on the development of its health reform IT system.

Ms. Guyer was previously an associate director with the Kaiser Commission on Medicaid and the Uninsured. In this role she led analyses of emerging issues in healthcare for vulnerable Americans, including the implications of the Part D Medicare drug benefit for impoverished seniors and people with disabilities.

Prior to Kaiser, Ms. Guyer was a senior health policy analyst on health and welfare policy at the Center on Budget and Policy Priorities. Her responsibilities included designing policy initiatives to expand coverage to low-income parents and working with states to implement family-based coverage expansions. She also served as a legislative research assistant to the late Senator Daniel Patrick Moynihan.

Throughout her career Ms. Guyer has been a speaker at national convenings of state officials, provider organizations, advocacy groups and foundations. She

Director
Manatt Health Solutions
T 202.585.6501
E jguyer@manatt.com

also has presented to members of Congress, as well as to state and local officials on issues such as the future of children's coverage, transforming Medicaid, and implementation of federal health reform.

Education

- Princeton University, Woodrow Wilson School of Public Policy and International Affairs, M.P.A., Economics and Public Policy, 1996.
- Brown University, B.A., Political Science, magna cum laude, 1990.

David Rosales



Professional Experience

David Rosales is a senior manager with Manatt Health Solutions, an interdisciplinary policy and business advisory division of Manatt, Phelps & Phillips, LLP. Mr. Rosales provides strategic business and regulatory advice, as well as planning, process analysis and implementation services to healthcare providers, payers, state governments and other organizations.

Prior to joining Manatt, Mr. Rosales was Vice President of Performance and Innovation at the Visiting Nurse Service of New York (VNSNY), the nation's largest nonprofit home-based payer and provider, which serves over 160,000 members and patients annually, with a focus on dual eligible, Medicaid and Medicare populations. In this role he oversaw VNSNY's internal strategy and operations consulting group, managing complex business transformation initiatives to support VNSNY's strategy and mission.

Specific focus areas for Mr. Rosales at VNSNY included payment reform strategy, post-acute care model redesign, and operational restructuring. He led the development and oversight of two Medicare bundled payment care redesign programs and VNSNY's involvement in a Medicare-funded hospital-at-home demonstration in partnership with major hospital systems. In addition, he spearheaded the implementation of several corporate restructuring initiatives, as well as strategic planning in response to New York State's redesign of Medicaid long-term care programs.

Mr. Rosales previously served as a Deland Fellow in Health Care and Society at Brigham and Women's Hospital, a large academic medical center in Boston. He also advised financial services firms on key strategic, operational, and risk management questions as a junior engagement manager with Oliver Wyman, a global management consulting firm.

Education

- Harvard Business School, M.B.A., 2010.
- Harvard College, B.A. with honors in History, 2001.

Senior Manager

Manatt Health Solutions

T 212.790.4584

E drosales@manatt.com

Languages

- Portuguese.

Mary E. Keegan

Professional Experience

Mary Keegan is a senior advisor of Manatt Health Solutions, an interdisciplinary policy and business advisory division of Manatt, Phelps & Phillips, LLP. Ms. Keegan's healthcare experience spans 30 years working with provider organizations in leadership and consulting roles. She advises hospitals, health systems and physician organizations on business strategy related to federal and state policy developments, with a particular focus on program development, delivery transformation and care continuum modeling. She also has a deep understanding of quality measurement and emerging structures of value-based payment.

Prior to joining Manatt, Ms. Keegan was the Executive Vice President of Finance and Administration for the Catholic Health Care System (Archdiocese of New York), now known as ArchCare. In this role, she led a strategic realignment initiative to move the system's focus of care from institutional settings to community-based programs, including the launch of a Program of All-Inclusive Care for the Elderly (PACE). She previously worked at the New York-based managed care organization Healthfirst, where she was Chief Financial Officer, and held senior-level positions at Saint Vincent's Hospital and Medical Center of New York.

Ms. Keegan has extensive experience working with academic specialty physicians and community-based primary care physicians in developing and applying health information technology and exchange to care management models that focus on the chronically ill. As senior associate dean at New York Medical School, she led the successful effort to obtain a Robert Wood Johnson Foundation grant that catalyzed a fundamental curriculum shift to introduce primary care practice principles to medical students beginning in their first year.

Earlier in her career, Ms. Keegan worked in city and state government, where she held various positions with the City of New York Office of Management and Budget, New York State Department of Health and the State of New Jersey Department of Higher Education's Office of Health Professions Education.

Senior Advisor

Manatt Health Solutions

T 212.790.4558

E mkeegan@manatt.com

Mary E. Keegan

manatt

Education

- University of North Carolina at Chapel Hill, M.R.P., Health Planning.
- College of New Rochelle, B.A., European History.

Kuan Wu



Professional Experience

Kuan Wu is a manager with Manatt Health Solutions, an interdisciplinary policy and business advisory practice of Manatt, Phelps & Phillips, LLP. Mr. Wu provides strategic advice, policy analysis and research support to help providers, plans, foundations, associations, and other healthcare clients assess business and policy considerations, formulate responsive strategies, and develop actionable and fiscally sensible implementation plans.

In addition to his deep operational knowledge of providers, Mr. Wu is able to provide healthcare organizations with an important financial perspective, based on his prior experience as a healthcare equity research associate at J.P. Morgan. During his time with J.P. Morgan, Mr. Wu assessed the financial health of publicly traded hospitals and managed care companies by analyzing industry trends, profitability drivers and capital utilization and communicated his findings to institutional investors. Mr. Wu also conducted in-depth financial analyses of Affordable Care Act legislation implications, with a focus on Medicare issues.

Prior to J.P. Morgan, Mr. Wu was a strategy consultant with The Chartis Group, where he advised hospitals and health systems on enterprise strategy, operations improvement, process redesign and physician resource planning. He guided clients in evaluating the financial feasibility of acquisitions and capital deployments. In addition, he helped improve the operations efficiency and profitability of hospital units through facilitating workgroups and analyzing key metrics.

Education

- New York University, Leonard N. Stern School of Business, M.B.A., Concentration in Finance and Economics, 2010.
- Massachusetts Institute of Technology, B.S., Biological Sciences, 2000.

Languages

- Mandarin Chinese.

Manager

Manatt Health Solutions

T 212.790.4619

E kwu@manatt.com

Cate Kennedy

Professional Experience

Cate Kennedy is a senior analyst with Manatt Health Solutions, an interdisciplinary policy and business advisory practice of Manatt, Phelps & Phillips, LLP. Ms. Kennedy provides research, analytical, and project management support to public- and private-sector healthcare stakeholders across a broad array of key issues and trends, including payment and delivery system transformation; health reform implementation; Medicaid policy and innovation; health IT strategy; and pharmaceutical market access, coverage, and reimbursement. In addition, she monitors evolving federal and state health policy, healthcare markets, and other emerging healthcare developments.

Prior to Manatt, Ms. Kennedy was a Centers for Medicare & Medicaid Services (CMS) project lead, health policy consultant at LMI. In that role she supported CMS in implementing the Affordable Care Act (ACA); tracked key political developments related to ACA implementation at the state and federal levels; and conceptualized, executed, and managed a high-level policy Help Desk, allowing subject-matter experts to collaborate in responding to complex policy inquiries. She also worked with CMS and issuer communities to ensure ACA compliance prior to Qualified Health Plan (QHP) certification.

Ms. Kennedy joined LMI from Save the Children, where she served as program coordinator, public policy & advocacy. Her responsibilities included supporting the implementation of global health and humanitarian policies through monitoring regional crises and tracking pertinent legislation.

Before coming to Save the Children, Ms. Kennedy was a research assistant at the Carnegie Council for Ethics in International Affairs. She provided analytical research support with a focus on U.S. foreign policy and monitored ongoing security developments in key regions.

Education

- New York University, M.A., International Relations, 2012.
- Loyola University, B.A., History, Phi Alpha Theta Honor Society, 2008.

Senior Analyst

Manatt Health Solutions

T 212.790.4688

E ckennedy@manatt.com

Languages

- Spanish