

6
max



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF IMPROVEMENT AND INTEGRITY

Jeffrey A. Meyers
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-8763 1-800-852-3345 Ext. 8763
Fax: 271-8113 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Tashia Blanchard
Administrator

April 17, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Improvement and Integrity to enter into an amendment of an existing contract with Keystone Peer Review Organization, Inc. (Vendor # 161611-B001) 777 East Park Drive, Harrisburg, PA 17111 for the provision of utilization and quality control peer review services, by increasing the price limitation by \$275,800 from \$275,800 to \$551,600 and extending the completion date from June 30, 2018 to June 30, 2019, effective July 1, 2018 or upon Governor and Executive Council approval, whichever is later. The Governor and Executive Council approved the original contract on June 7, 2017, (Item# 23A). 25% General Funds, 75% Federal Funds.

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

05-95-95-951010-79350000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMMISSIONER, OFFICE OF IMPROVEMENT, INTEGRITY, OII

SFY	Class	Class Title	Activity Code	Current Amount	Increase/ (Decrease)	Modified Budget
2018	102-500731	Contracts for Program Svcs	95100080	\$275,800	\$0	\$275,800
2019	102-500731	Contracts for Program Svcs	95100080	\$0	\$275,800	\$275,800
			Total	\$275,800	\$275,800	\$551,600

EXPLANATION

The purpose of this amendment request is to exercise one of the options to renew the contract for an additional year and to increase the price limitation in order to continue the provision of utilization and quality control peer review services. These services include full scope retrospective reviews on selected fee-for-service paid claims submitted to New Hampshire Medicaid for inpatient services performed in in-state acute care, in-state specialty hospitals, and those designated by New Hampshire Medicaid as border hospitals, in accordance with 42 CFR 456 and 42 CFR 476.

Section 1154, 1866(a)(1)(F) and 1866(f)(2) of the Social Security Act requires participants in Medicaid to contract with Quality Improvement Organizations for purposes of undertaking retrospective reviews of Medicaid claims to ensure program integrity.

Utilization review is a post-payment, retrospective review used to determine whether each admission was medically necessary and appropriate, and whether the services provided to the patient could have safely and effectively been provided on an outpatient basis or at a lower level of care. The purpose is to review patient care from perspectives of medical necessity, quality of care, appropriateness of decision making, place of service, and length of hospital stay.

The State of New Hampshire will benefit from this activity through the identification and recovery of overpayments. Medicaid providers will benefit from the identification of underpayments resulting in corrective payments to them.

The New Hampshire Medicaid program currently serves approximately 135,000 Medicaid eligible and enrolled recipients. Fee-for-service inpatient claims are paid based on Diagnosis Related Group (DRG) rates established by the federal government. The Diagnosis Related Group is a classification, combining diseases into groups according to the resources needed for care, arranged by diagnostic category, used for the purpose of determining payment of hospitalization charges, based on the premise that treatment of similar medical diagnoses generates similar costs.

This contractor was selected through a competitive bid process.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this agreement has the option to extend for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This request uses one (1) year of renewal, leaving three (3) years of renewal remaining.

Should the Governor and Executive Council not approve this request, the Department will be out of compliance with current federal requirements, which could result in financial sanctions to the Medicaid Program. Without these services, the Department may fail to identify and recover overpayments to Medicaid providers. Additionally, Medicaid providers may not benefit from the identification of underpayments made for services provided thereby minimizing the ability to ensue corrections to those payments.

Area Served: Statewide.

Source of Funds: 25% General Funds, 75% Federal Funds from CFDA 93.778, FAIN NH20164.

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

Respectfully submitted,



Tashia Blanchard
Director



Approved by:

Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

April 23, 2018

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Keystone Peer Review Organization, Inc. of Harrisburg, PA as described below and referenced as DoIT No. 2017-017A.

The Department of Health and Human Services requests to enter into a contract amendment with Keystone Peer Review Organization (KEPRO). This amendment continues quality control peer review services to review patient care from the perspective of medical necessity, quality of care, appropriateness of decision making, place of service, and length of hospital stay. These reviews are necessary to minimize cost and to help determine if the recommended treatment is appropriate for the particular condition.

The contract will be extended for one additional year increasing the contract amount by \$275,800, from \$275,800 to \$551,600. The contract shall become effective July 1, 2018 or upon Governor and Council approval, whichever is later, through June 30, 2019.

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

Sincerely,


for Denis Goulet

DG/ik
DoIT #2017-017A
cc: Bruce Smith, IT Manager, DoIT



**New Hampshire Department of Health and Human Services
Utilization & Quality Control Peer Review Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Utilization & Quality Control Peer Review Services**

This 1st Amendment to the Utilization & Quality Control Peer Review Services contract (hereinafter referred to as "Amendment #1") dated this 7th day of February, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Keystone Peer Review Organization, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 777 East Park Drive, Harrisburg, PA 17111.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 7, 2017 (Item #23A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the Department reserves the right to renew the Contract for up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$551,600.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
5. Delete Exhibit B-1, Rate Sheet, and replace with Exhibit B-1 – Amendment #1, Rate Sheet.
6. Add Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services
Utilization & Quality Control Peer Review Services**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/19/18
Date

Tashia Blanchard
Name: Tashia Blanchard
Title: BIT Administrator II

Keystone Peer Review Organization, Inc.

April 4, 2018
Date

[Signature]
Name: Joseph A. Dougher
Title: President & CEO

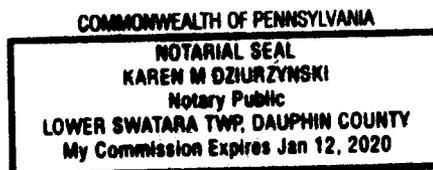
Acknowledgement of Contractor's signature:

State of Pennsylvania, County of Dauphin on 4/4/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Karen Dziurzynski
Signature of Notary Public or Justice of the Peace

Karen Dziurzynski
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/12/2020



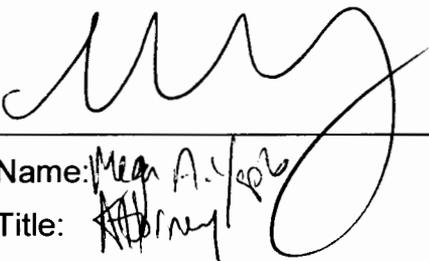


**New Hampshire Department of Health and Human Services
Utilization & Quality Control Peer Review Services**

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

OFFICE OF THE ATTORNEY GENERAL

4/27/18
Date


Name: Michael A. [unclear]
Title: [unclear]

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Rate Sheet

State Fiscal Year	# of Reviews	Price Per Review
2018 (7/1/2017-6/30/2018)	4,000	\$68.95
2019 (7/1/2018-6/30/2019)	4,000	\$68.95



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss



DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.



DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.



DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-

[Handwritten Signature]

4/4/18



DHHS Information Security Requirements

hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from



DHHS Information Security Requirements

creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall



DHHS Information Security Requirements

make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.



DHHS Information Security Requirements

- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;



DHHS Information Security Requirements

3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

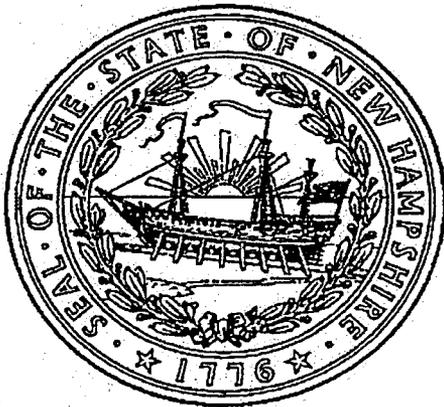
Department of State

CERTIFICATE

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

Business ID: 554911

Certificate Number: 0004075826



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 12/13/2017:
(Date)

RESOLVED: That the President and Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4th day of April, 20 18.
(Date Amendment Signed)

4. Joseph A. Dougher is the duly elected President and Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

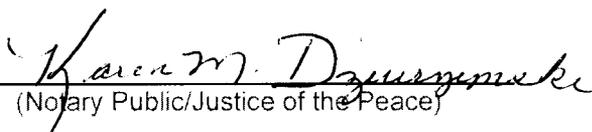

(Signature of the Elected Officer)

STATE OF ~~NEW HAMPSHIRE~~ PENNSYLVANIA

County of DAUPHIN

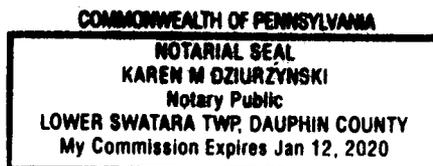
The forgoing instrument was acknowledged before me this 4th day of April, 20 18,

By Paul Solomon
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 1/12/2020





ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Additional Named Insureds under these programs are: KEPRO Acquisitions, Inc., Ohio KEPRO, Inc., APS Healthcare – QR, Inc., APS Healthcare Bethesda, Inc., and Innovative Resource Group, LLC., Kingsman Holdings L.P.

CG

23A
mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF IMPROVEMENT AND INTEGRITY

Jeffrey A. Meyers
Commissioner

Tashia Blanchard
Administrator

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-8763 1-800-852-3345 Ext. 8763
Fax: 271-8113 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 14, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Improvement and Integrity to enter into an agreement with Keystone Peer Review Organization, Inc. (Vendor TBD #) 777 East Park Drive, Harrisburg, PA 17111 for the provision of utilization and quality control peer review services in an amount not to exceed \$275,800 effective upon Governor and Executive Council approval, through June 30, 2018. 75% Federal Funds, 25% General Funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2018 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-95-951010-79350000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMMISSIONER, OFFICE OF IMPROVEMENT, INTEGRITY, OII

SFY	Class	Class Title	Activity Code	Amount
2018	102-500731	Contracts for Program Svcs	95100080	\$275,800

EXPLANATION

The purpose of this agreement is for the provision of utilization and quality control peer review services, that include full scope retrospective reviews on selected fee for service paid claims submitted to New Hampshire Medicaid for inpatient services performed in in-state acute care, in state specialty hospitals, and those designated by New Hampshire Medicaid as border hospitals, in accordance with 42 CFR 456 and 42 CFR 476.

Section 1154, 1866(a)(1)(F) and 1866(f)(2) of the Social Security Act requires participation in Medicaid to contract with Quality Improvement Organizations for purposes of undertaking retrospective reviews of Medicaid claims to ensure program integrity.

Utilization review is a post-payment, retrospective review used to determine whether each admission was medically necessary and appropriate and whether the services provided to the patient could have safely and effectively been provided on an outpatient basis or at a lower level of care. The purpose is to review patient care from perspectives of medical necessity, quality of care, appropriateness of decision making, place of service, and length of hospital stay.

The State of New Hampshire will benefit from this activity through the identification and recovery of overpayments. Medicaid providers will benefit from the identification of underpayments resulting in corrective payments to them.

The New Hampshire Medicaid program currently serves approximately 135,000 Medicaid eligible and enrolled recipients. Fee for service inpatient claims are paid based on Diagnosis Related Group (DRG) rates established by the federal government. The Diagnosis Related Group is a classification, combining diseases into groups according to the resources needed for care, arranged by diagnostic category, used for the purpose of determining payment of hospitalization charges, based on the premise that treatment of similar medical diagnoses generates similar costs.

This contract was competitively bid. On June 10, 2016 the Department issued a Request for Application for a qualified organization to provide utilization and quality peer review services. The Request for Application was available on the Department's website June 10, 2016 through July 15, 2016. Two (2) applications were submitted. Keystone Peer Review Organization, Inc. was the winning organization.

The applications were evaluated by a team of individuals with program specific knowledge and experience, as well as individuals with significant business and management expertise. The bid summary is attached.

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

Should the Governor and Executive Council not approve this request, the Department would be out of compliance with current federal requirements, which could result in financial sanctions to the Medicaid Program. Without these services, the Department may fail to identify and recover overpayments to Medicaid providers. Additionally, Medicaid providers may not benefit from the identification of underpayments made for services provided thereby minimizing the ability to ensue corrections to those payments.

Area Served: Statewide.

Source of Funds: 75% Federal Funds from CFDA 93.778, FAIN NH20164, and 25% General Funds.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

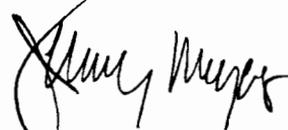
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Tashia Blanchard
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

Utilization & Quality Control Peer
 Review Services

RFP Name

RFP-2017-OII-01-Utilli

RFP Number

Bidder Name

1. MAXIMUS Federal Services, Inc.
2. Keystone Peer Review Organization, Inc. (KEPRO)
3. 0
4. 0
5. 0
6. 0
7. 0

Pass/Fail	Maximum Points	Actual Points
	305	186
	305	272
	305	0
	305	0
	305	0
	305	0
	305	0

Reviewer Names

1. Mindy Chavanelle, MCO/QIO
Program Integrity Coordinator OI
2. Julie Connolly, Medical Service
Consultant, OII
3. Patrick McGowan, Program
Administrator, Ofc Quality
Assurance & Improvement
4. Daniel Rinden, Business
Administrator IV, Div of Bhv Hlth
5. Paul Casey, Business
Administrator IV, Div of Bhv Hlth
6. Philip Nadeau, Administrator III,
Office of Improvement & Integrity
7. _____
8. _____
9. _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 11, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Keystone Peer Review Organization, Inc. of Harrisburg, PA as described below and referenced as DoIT No. 2017-017.

The Department of Health and Human Services requests to enter into a contract agreement with Keystone Peer Review Organization (KEPRO) for the provision of utilization and quality control peer review services, that include full scope retrospective reviews on selected fee for service paid claims submitted to New Hampshire Medicaid for inpatient services performed in in-state acute care, in state specialty hospitals, and those designated by New Hampshire Medicaid as border hospitals. The purpose is to review patient care from the perspective of medical necessity, quality of care, appropriateness of decision making, place of service, and length of hospital stay. These reviews are necessary to minimize cost and determine if the recommended treatment is appropriate for the particular condition.

The amount of the contract is not to exceed \$275,800, and shall become effective upon Governor and Executive Council approval through June 30, 2018.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2017-017

cc: Bruce Smith, IT Manager, DoIT

Subject: Utilization & Quality Control Peer Review Services (RFP-2017-OII-01-UTILI-01)

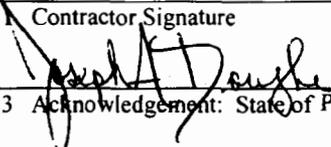
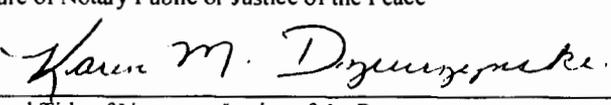
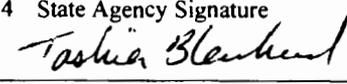
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Keystone Peer Review Organization, Inc.		1.4 Contractor Address 777 East Park Drive, Harrisburg, PA 17111	
1.5 Contractor Phone Number 717-564-8288	1.6 Account Number 05-95-95-951010- 79350000-102-500731- 95100080	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$275,800
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph A. Dougher, President & CEO	
1.13 Acknowledgement: State of Pennsylvania, County of Dauphin On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL KAREN M DZIURZYNSKI Notary Public LOWER SWATARA TWP, DAUPHIN COUNTY My Commission Expires Jan 12, 2020 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Tashia Blanchard, Administrator IV	
Date: 5/8/17			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Yelle - Attorney On: 5/26/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials

Date

JAD
4/27/17

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials JAD
Date 4/28/17



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2. The Contractor shall adhere to all information technology requirements identified in Exhibit A-1, Information Technology Requirements.

2. Scope of Work (Retrospective Reviews)

- 2.1. The Contractor shall conduct retrospective reviews on selected fee for service paid inpatient claims submitted to New Hampshire Medicaid in order to improve the effectiveness, efficiency, economy, and quality of services delivered to Medicaid beneficiaries. The contractor shall determine whether:
 - 2.1.1. Services are or were reasonable and medically necessary.
 - 2.1.2. Quality of the services meets professionally recognized standards of care.
 - 2.1.3. Proposed services could be effectively provided more economically:
 - 2.1.3.1. On an outpatient basis; or
 - 2.1.3.2. In a different type of inpatient facility
- 2.2. The Contractor shall use the data provided from the Department to conduct retrospective review of selected Medicaid fee-for-service (FFS) inpatient hospital claims. The cases shall be reviewed in accordance with the hierarchy outlined in Exhibit A-2, Hierarchy of Case Review Selection Criteria.
- 2.3. The Contractor may conduct on-site visits of selected hospitals in order to review medical records on-site at the facility, and/or have the hospitals forward the medical records to the Contractor, by mail or electronically. The Contractor shall be responsible for all copying, shipping, and handling costs incurred in obtaining medical records.
- 2.4. The Contractor shall verify and validate that the diagnostic and procedural information supplied by the hospital is substantiated by the information in the medical records.
- 2.5. The Contractor shall review each case and determine if the following criteria were met:
 - 2.5.1. The services provided were reasonable and medically necessary for the diagnosis and treatment of the illness;
 - 2.5.2. The quality of the services meets professionally recognized standards of health care, via the completion of general quality of care reviews as specified in 42 CFR §476.160;

JAD

4/28/17



Exhibit A

- 2.5.3. The services provided on an inpatient basis could, consistent with the provisions of appropriate medical care, be effectively provided more economically on an outpatient basis or in an inpatient health care facility of a different type;
- 2.5.4. The validity through Diagnosis-Related Group (DRG) validation, of diagnostic and procedural information supplied by the hospital, which shall also determine whether appropriate payment was made for these services;
- 2.5.5. The completeness, adequacy and quality of hospital care provided;
- 2.5.6. The medical necessity, reasonableness, and appropriateness of hospital admissions and discharges; and
- 2.5.7. Whether a hospital has misrepresented admission or discharge information, or has taken an action that resulted in:
 - 2.5.7.1. The unnecessary admission of an individual;
 - 2.5.7.2. Unnecessary multiple admissions of an individual; or
 - 2.5.7.3. Other inappropriate medical services or billing for services provided to beneficiaries, or any other inappropriate practices with respect to beneficiaries.
- 2.6. The Contractor's retrospective review process shall consist of reviewing Medicaid beneficiary medical records and other clinical documentation to validate:
 - 2.6.1. The quality of care;
 - 2.6.2. Medical necessity;
 - 2.6.3. Clinical coding;
 - 2.6.4. Appropriateness of place of service; and
 - 2.6.5. Length of stay associated with care provided.
- 2.7. The Contractor shall confirm each medical record requested for review includes information that:
 - 2.7.1. Justifies the admission and continued hospitalization;
 - 2.7.2. Supports the patient's diagnoses;
 - 2.7.3. Indicates any treatment(s) and procedure(s) rendered;
 - 2.7.4. Describes the patient's progress and response to treatment, and
 - 2.7.5. Describes the patient's discharge plan.
- 2.8. The Contractor shall track, monitor, and report specific reasons for approvals, claim adjustments and denials resulting from different types of reviews.
- 2.9. The Contractor shall provide individualized and/or group trainings when trends in errors, including but not limited to specific billing issues have been identified.
- 2.10. The Contractor shall notify the Department when trends have been identified and discuss the most effective method of provider outreach.
- 2.11. The Contractor shall provide a Quarterly Report detailing the type of provider education conducted.

3. Comprehensive Reviews

3.1. Inpatient Admission Review

JAD

4/29/17



Exhibit A

- 3.1.1. The Contractor shall perform federally mandated medical peer reviews on designated inpatient admissions by reviewing individual hospital medical records to determine that the admission was medically necessary and appropriate, that the services provided to the Medicaid beneficiary could not have safely and effectively been provided at a lower level of care or on an outpatient basis, and that the services were provided and billed in accordance with the New Hampshire Medicaid Administrative Rules and billing guidelines.
- 3.1.2. The Contractor shall conduct reviews using national clinical standard criteria for first level non-physician reviews. The categories subject to review are as follows:
- 3.1.2.1. Adult Criteria;
 - 3.1.2.2. Pediatric Criteria;
 - 3.1.2.3. Psychiatric Criteria;
 - 3.1.2.4. Criteria for Admission to and Continued Stay in a Rehabilitation Unit or Hospital;
 - 3.1.2.5. Medicare Guidelines for Inpatient Hospital Stays for Rehabilitation Care; and
 - 3.1.2.6. Medicare Guidelines for Inpatient Alcohol Detoxification and Rehabilitation Services.
- 3.1.3. The Contractor shall contact the Department to verify beneficiary eligibility for all cases with a patient status code related to eligibility. If the beneficiary is ineligible for any portion of the stay, the Contractor shall deny any portions of the inpatient stay being reviewed, where the recipient was not eligible during that stay.
- 3.2. Quality of Care Reviews
- 3.2.1. The Contractor shall apply the Centers for Medicaid and Medicare Services (CMS) Generic Quality Screens Hospital Inpatient or the CMS Psychiatric Generic Quality Screens when conducting quality of care assessments on all Medicaid cases being reviewed in hospitals.
- 3.2.2. The Contractor shall assist providers in developing and monitoring Quality Improvement Plans to address confirmed quality of care concerns that have been identified during the review process. The Contractor shall:
- 3.2.2.1. Establish and implement a system to track and monitor progress in meeting quality improvement goals.
 - 3.2.2.2. Document and maintain a record of each occurrence, which shall include:
 - 3.2.2.2.1. Provider information;
 - 3.2.2.2.2. Quality findings;
 - 3.2.2.2.3. The process that was used to assist the provider;
 - 3.2.2.2.4. Type of educational materials that were provided; and
 - 3.2.2.2.5. Follow-up and outcomes.

YMD

4/28/17



Exhibit A

- 3.2.3. The Contractor shall provide Quality Improvement Plan information through quarterly reports as directed by the Department and summarize the information on the annual report.
- 3.3. Discharge Reviews
- 3.3.1. The Contractor shall conduct discharge reviews on all Medicaid inpatient cases reviewed to determine if the patient was medically stable and ready for discharge at the time of discharge.
- 3.4. Documentation Review
- 3.4.1. The Contractor shall conduct a medical record review of each Medicaid case reviewed to ensure that the medical record contains the appropriate medical documentation to accurately support the medical necessity for each day of the inpatient stay, to:
- 3.4.1.1. Validate the clinical information provided during admissions;
 - 3.4.1.2. Justify the procedures and/or treatment rendered; and
 - 3.4.1.3. Describe the patient's progress and response to medications and services.
- 3.5. Diagnostic Related Grouping (DRG) Validation of Other Claim Information
- 3.5.1. The Contractor shall complete DRG validation on each inpatient hospital claim, to determine that the diagnostic and procedural information coded on the Medicaid claim, and leading to the DRG assignment, is supported by documentation in the medical record, and is based on nationally accepted coding standards.
- 3.5.2. The Contractor shall make exceptions to the normal DRG validation process, at the request and direction of the Department, in order to accommodate the Medicaid Program reimbursement policies and procedures. The Medicaid fiscal agent shall send an annual notice to the hospitals and the Contractor, outlining the Medicaid Program's DRG Re-pricing Update.
- 3.6. Discharge Reviews
- 3.6.1. The Contractor shall conduct a discharge status review on each inpatient hospital claim that is reviewed in order to validate that the patient discharge status code accurately reflects the disposition of the patient at the time of discharge.
- 3.6.2. The Contractor shall contact the Department to verify that the appropriate disposition code was used at the time of discharge when any codes are in question.
- 3.6.3. The Contractor shall include documentation for any codes in question that are identified during the review.

4. Case Specific Reviews

The Contractor shall conduct the reviews using the appropriate criteria in Section 3, Comprehensive Reviews for the type of hospital under review.

4.1. Short Stay Reviews



Exhibit A

- 4.1.1. The Contractor shall conduct a review of all short stay admissions of two-day and one-day stays, excluding those with DRGs 766, 767, 774, 775, 776, 780, 789, 792, 794, 795, in order to determine whether:
- 4.1.1.1. Reimbursed days of stay were medically necessary and appropriate at any point in the hospital stay;
 - 4.1.1.2. The services provided could not have safely and effectively been provided at a lower level of care or on an outpatient basis; and/or
 - 4.1.1.3. If it was the hospital's intent, at the time of the hospital admission, to discharge the patient within twenty-four (24) hours, in which case the Contractor shall not approve the inpatient reimbursement for the stay.
- 4.1.2. The Contractor shall refer all potential denials to the Contractor physician for review and final determinations. If the final determination results in a denial, a copy of the final denial notice stating that the stay should be considered outpatient for reimbursement purposes, and should have been submitted as an outpatient stay shall be forwarded to the Department.
- 4.1.3. The Contractor shall issue final denial notices to the hospital when an inpatient admission was not medically necessary because the patient could have received the services as outpatient observation services. The final denial notice shall be issued following completion of the medical record review and shall contain:
- 4.1.3.1. A written rationale for the inpatient denial;
 - 4.1.3.2. An indication of any changes that need to be made to the claim;
 - 4.1.3.3. Information regarding any appeal rights the provider may have;
 - 4.1.3.4. Instructions for rebilling, if appropriate; and
 - 4.1.3.5. Any provider educational instructions that may assist the hospital in preventing similar incorrect billing issues from occurring in the future.
- 4.2. Non-Covered Procedure Review
- 4.2.1. The Contractor shall conduct reviews of cases containing procedures not covered by the Medicaid program, only when such procedures affect the Medicaid payment (e.g. performance of the non-covered procedure was the sole reason for admission or individually reimbursed days of stay).
- 4.2.2. The Contractor shall consult with the Department when a non-covered procedure was:
- 4.2.2.1. Provided to a child (under 21) who is participating in the Early and Periodic Screening, Diagnosis, Treatment Program (EPSDT); or
 - 4.2.2.2. Medically necessary as determined by the Department.
- 4.2.3. The Contractor shall contact the Department to determine medical necessity for reviews involving non-covered procedures detailed in the Exhibit A-3, Non-Covered Services List, to determine the appropriate action to take in these instances.



Exhibit A

4.2.4. The Contractor shall comply with any relevant changes to State and Federal rules and regulations, including but not limited to, future changes made to Exhibit A-3, Non-Covered Services List.

4.3. Readmission Review

4.3.1. The Contractor shall conduct medical record reviews of all Medicaid readmissions occurring within thirty (30) days of the discharge date of the first admission in order to determine whether:

4.3.1.1. The patient was prematurely discharged from the first hospitalization, resulting in readmission; and/or

4.3.1.2. The second hospitalization was for care that could have been provided during the first hospitalization.

4.3.2. The Contractor shall issue a notice of denial for payment if the Contractor determines that the readmission resulted from a premature discharge, or that the readmission was for care that could have been provided on the previous admission.

4.4. Appeals

4.4.1. The Contractor shall ensure all preliminary denial notices sent to hospitals include information regarding the process for a requesting a reconsideration of the initial determination.

4.4.2. The Contractor shall ensure that a reconsideration review is completed by a Contractor physician reviewer who was not involved in the initial case review.

4.4.3. If the initial decision is upheld, the Contractor shall issue a final denial notice to the hospital, which includes information regarding the hospital's right to request an administrative fair hearing through the Department's Administrative Appeals Unit.

4.4.4. The Contractor shall, at their own cost, support the Department in hearings or appeals by providing the Department with information that includes, but is not limited to:

4.4.4.1. Copies of medical records reviewed that resulted in the denial;

4.4.4.2. Reviewers' notations;

4.4.4.3. Case summaries;

4.4.4.4. Other documentation deemed necessary by the Department's hearing staff; and

4.4.4.5. Witness testimony, in person, if necessary.

4.5. Additional Reviews

4.5.1. Additional medical record reviews shall be initiated, as mutually agreed upon by the Contractor and the Department. Such agreements may result in an adjustment to the case review selection criteria.

4.6. Special Procedures/Exceptions to Review Process.

4.6.1. Cases for psychiatric Distinct Part Unit (DPUs) shall be paid under Medicaid's reimbursement system if the DRG is also psychiatric (i.e., DRGs 880-887). Correct billing procedures and review processes for psychiatric DPUs are outlined below:

JAD

4/20/17



Exhibit A

- 4.6.1.1. If the correct DRG is not psychiatric (i.e., other than DRGs 880-887), the case shall only be paid under the acute care provider number. Therefore, no claim adjustment correcting the provider number is issued for any patients who received care in the DPU.
- 4.6.1.2. If the correct DRG is psychiatric (i.e., DRGs 880-887) and the patient actually was treated in the DPU, the DPU provider number shall be used on the claim. A claim adjustment correcting the provider number shall be issued if the acute care provider number was used in this instance, providing the hospital with correct rebilling instructions accordingly.
- 4.6.1.3. If the correct DRG is psychiatric (i.e., DRGs 880-887) and the patient was treated in the acute care part of the hospital, the acute care provider number shall be used on the claim. A claim adjustment correcting the provider number shall be issued if the DPU provider number was used in this instance, providing the hospital with correct rebilling instructions accordingly.
- 4.6.1.4. Psychiatric cases (i.e., DRGs 880-887) treated in the DPU that underwent a surgical procedure (whether in the acute care part of the hospital or in the DPU) shall be submitted for payment without the surgical procedure. The hospital shall omit the surgical procedure code from the claim when authorized by the Department. A copy of the authorization shall be sent to the Contractor and another copy shall be placed in the patient's medical record. Any instances not authorized are subject to the denial process. The hospital shall bill separately for the surgical procedure, not including the room charge. This claim shall be forwarded by the hospital to the Department as a paper claim for authorization of payment.
- 4.6.2. The Contractor shall require providers to correct any billing errors that affect payment, including but not limited to newborns billed under mother's name, and shall provide appropriate rebilling instructions to the hospital, at no additional cost to the Department.
- 4.6.3. The Contractor shall review three-step transfers with continuous service dates, including but not limited to when a patient is transferred from a rehabilitation unit to acute care and with a return to the rehabilitation unit, as "other hospitalizations." Although the medical necessity criteria in each case shall be met, if the third stay is a continuation of treatment from the first admission, payment shall be denied for the third admission. Only one DRG payment for the combined first and third admission is allowed.
- 4.6.4. The Contractor shall conduct a review of individual days of stay for all acute rehabilitation admissions (DRG 945-946) and notify the hospital and the Department of any days during the stay that were not medically necessary, at the



Exhibit A

acute level of rehabilitation care. The DRG reimbursement shall not be affected by such a determination and a claim adjustment shall not be necessary.

4.7. Denial Notices

4.7.1. If the Contractor identifies a utilization issue during a review, and is unable to approve the claim as submitted, the case shall be forwarded to a physician reviewer for next level review. If the physician reviewer determines that the case was submitted appropriately as is, the case is approved and closed. If the physician reviewer does not initially approve the claim, the Contractor shall send a preliminary denial notice to the hospital and the patient's attending physician, which shall include the rationale of the proposed determination or DRG change. The hospital and/or attending physician are allowed 20 days to respond to the preliminary denial letter, for an opportunity to review the matter with the physician reviewer to explain the nature of the patient's needs for such health care services, including all factors that preclude treatment of the patient, and to submit additional supporting documentation, if desired.

4.7.2. A final notice of determination upholding or reversing the denial that contains a written rationale for the decision shall be sent to the hospital. If the finding is upheld, the final denial notice shall be issued indicating any changes that need to be made to the claim, or indicating when there is a denial of days. The final denial notice shall also contain information regarding any appeal rights the provider may have; any instructions for rebilling, if appropriate; and any provider educational instructions that may assist the hospital in preventing similar incorrect billing issues from occurring in the future. Copies of the final denial notice shall be forwarded to the hospital, the hospital's business office, the Medicaid Fiscal Agent and the Department within one (1) week of the completed review.

4.8. Provider Outreach and Education

4.8.1. The Contractor shall track, monitor and report specific reasons for claim adjustments and denials, by error type and by hospital. When incorrect billing trends are discovered with a particular hospital(s), the Contractor shall reach out to the hospital(s) and provide individualized and/or group training regarding the issues at hand. The Contractor shall notify the Department as this occurs to determine the most effective means of training.

4.8.2. The Contractor may offer periodic provider informational sessions, by telephone, webinar, or in person, to discuss commonly identified incorrect billing issues, provide updates and/or clarifications of any process or policy changes, review provider responsibilities, reinforce the importance and the process of rebilling correctly, and field questions and suggestions from the providers.

4.8.3. The Contractor shall work in conjunction with the Department and the New Hampshire Hospital Association (NHHA) to provide educational sessions, programmatic changes and policy updates through NHHA periodic meetings.



Exhibit A

- 4.8.4. The Contractor shall post and maintain Department approved information on their website, including provider notices, updates, policies, provider resources, contact information, and notices regarding upcoming educational sessions/webinars.
- 4.8.5. The Contractor shall provide follow-up to hospitals who receive specific education and/or training, which shall include a summary of the outcomes in the annual report that the Contractor provides to the Department, as directed by the Department.
- 4.8.6. The Contractor shall establish and implement a system to track and monitor progress of the hospital in meeting quality improvement goals. The Contractor shall assist providers in developing and monitoring Quality Improvement Plans (QIP) to address confirmed quality of care concerns that have been identified during the review process. The Contractor shall document and maintain a record of each QIP, to include provider information, quality finding, the process that was used to assist the provider, what type of educational materials were provided, follow-up, and outcomes.

5. Reporting Requirements

- 5.1. The Contractor shall submit all reports in both a secure electronic transmission and a hard copy paper format.
- 5.2. The Contractor shall have the capability of sending and receiving data and email via a secure web interface. Edits or modifications to reports shall be mutually agreed upon between the Department and the Contractor prior to being implemented.
- 5.3. The Contractor shall provide the Department with hardcopies of all inpatient hospital final denial notices issued to providers when there are any adjustments that need to be made to a claim, or copies of denials of any inpatient days as well as reconsideration or follow-up letters that are sent to facilities. Hardcopies shall be batched and sent to the Department on a monthly basis.
- 5.4. The Contractor shall provide a master monthly report in hardcopy and by electronic copy that contains information, including but not limited to:
 - 5.4.1. Recipient name;
 - 5.4.2. Recipient Medicaid ID Number;
 - 5.4.3. Provider Name;
 - 5.4.4. Provider ID Number;
 - 5.4.5. Date of Admission;
 - 5.4.6. Date of Discharge; and
 - 5.4.7. Indication that the case is approved, denied, or requires an adjustment, or has not been selected for review as well as whether a letter has been sent to the hospital and the reason. The Contractor shall ensure the listing can be sorted by outcome, hospital, and recipient name.

JHD

4/28/17



Exhibit A

- 5.5. The Contractor shall ensure the monthly master report includes how many criteria are being reviewed for each claim and the number of cases reviewed on site. The report shall contain information that includes, but is not limited to:
- 5.5.1. Location of the provider and the number of cases reviewed at the Contractor's location versus the provider's location; and
 - 5.5.2. The total number of cases reviewed each month, including the number of in-state hospitals reviewed, and the number of border hospitals reviewed.
- 5.6. The Contractor shall provide quarterly reports of all inpatient hospital cases completed during the quarter by the 30th of the month following the close of the quarter.
- 5.7. The Contractor shall provide quarterly reports that summarize all of the performance and outcomes of each quarter based on the monthly reports. Data shall be reported by hospital, and shall include an aggregate summary of the monthly reports, and contain elements that include, but are not limited to:
- 5.7.1. Utilization Profile;
 - 5.7.2. Denial Case Listing, including specific reason for each denial;
 - 5.7.3. Approval Case Listing;
 - 5.7.4. DRG errors;
 - 5.7.5. Miscellaneous Claim Adjustments and reasons for the adjustments;
 - 5.7.6. Appeals;
 - 5.7.7. Reconsiderations, including the results;
 - 5.7.8. Confirmed Quality Concerns with an explanation and reason for denial; and
 - 5.7.9. Reversed Quality Concerns.
- 5.8. The Contractor shall provide quarterly reports on provider training activities. Provider training reports shall include, but are not limited to:
- 5.8.1. Name of the hospital;
 - 5.8.2. Who initiated the outreach, i.e., the Contractor, the provider, or PIU request;
 - 5.8.3. The reason for the outreach/education; i.e., hospital staff turnover, repetitive billing errors, continuing education, etc.
 - 5.8.4. The type of outreach/education provide, i.e., webinar, conferencing, telephone, on-site/face to face, letter, presentation to the New Hampshire Hospital Association, etc.
 - 5.8.5. Where the outreach/education was provided;
 - 5.8.6. Attendees, if appropriate;
 - 5.8.7. Follow-up conducted by the Contractor; and
 - 5.8.8. Outcomes and feedback.
- 5.9. The Contractor shall provide an annual report to the Department by October 31st for the previous State Fiscal Year. The annual report shall consist of an aggregate compilation of the data received in the quarterly reports, as well as a narrative, describing the outcomes for each of the selection criteria including, but not limited to:

MAP
4/28/17



Exhibit A

- 5.9.1. A summary of the number of claims reviewed, broken down by primary reason for review selection, including a trending summary;
- 5.9.2. A summary of cases that have been identified as deviating from the Quality Improvement Organization norms and criteria, or standards;
- 5.9.3. A description of the number of appeals and the outcomes of those appeals.
- 5.9.4. A summary of findings and any identified trends relative to medically necessary admissions;
- 5.9.5. A summary describing the types and results of hospital education/outreach, outcomes, and follow-up, initiated by the Contractor;
- 5.9.6. A summary of quality of care findings, Quality Improvement Plans, and outcomes;
- 5.9.7. Any identified trends relative to DRG coding, incorrect billing, reported by error types, and by hospital; and
- 5.9.8. Recommendations for additional network or individual hospital outreach/education, and/or modification of the existing Medicaid practices for inpatient reviews.
- 5.10. The Contractor shall report any and all suspected fraud directly to the Department's Program Integrity Unit.

6. Agreements of Understanding

- 6.1. The Contractor shall facilitate the execution of the Agreement of Understanding (AOU) with the list of hospitals provided by the Department to ensure compliance with all utilization review requirements contained in this contract. The AOU shall, at minimum, include provisions to ensure:
 - 6.1.1. All patient care documentation pertinent to the Contractor is available within specified timeframes.
 - 6.1.2. Adequate space is available to the Contractor to conduct on-site reviews.
- 6.2. The Contractor shall develop, implement, and maintain a signed AOU on file for every in-state and border hospital enrolled in the NH Title XIX Program. The Department shall approve the AOU before it is mailed to the hospitals. The Contractor is also responsible for sending the AOU to the hospitals, and alerting the Department when any hospitals choose not to sign and/or abide by the AOU, or when border hospitals choose to change their status as a border hospital, and become an out-of-state hospital.
- 6.3. The Contractor shall provide a master list to the Department of all hospitals that have executed an AOU. The Contractor shall ensure the list includes, but is not limited to:
 - 6.3.1. The name of the hospital.
 - 6.3.2. The hospital's Medicaid provider number.
 - 6.3.3. The date on which the AOU was signed.
 - 6.3.4. The signatory's name, title and signature.

7. Telephone Accessibility



Exhibit A

- 7.1. The Contractor shall provide customer service support services to assist providers with the review process that include, but are not limited to:
- 7.1.1. Maintaining a toll-free phone and facsimile line for participating providers; or
 - 7.1.2. Maintaining the ability to accept collect calls from participating providers.

8. Project Management Requirements

- 8.1. The Contractor Project Staff shall participate in project management meetings as requested by the DHHS, in accordance with the requirements and terms of this Contract.
- 8.1.1. **Introductory Meeting:** Participants will include the Contractor Project Staff and DHHS project leaders from the Department of Health and Human Services and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.
 - 8.1.2. **Kickoff Meeting:** Participants will include the DHHS and Contractor Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
 - 8.1.3. **Status Meetings:** Participants will include, at the minimum, the Contractor Project Manager and the DHHS Project Manager. These meetings will be conducted at least one (1) every week during implementation, and at least 1 every week during first month of program operation, and monthly thereafter. The meetings will address overall project status and any additional topics needed to remain on schedule and within budget. A status and issue report from the Contractor shall serve as the basis for discussion.
 - 8.1.4. **The Work Plan:** must be reviewed and updated at each Status Meeting.
 - 8.1.5. **Special Meetings:** Need may arise for a special meeting with DHHS leaders or project stakeholders to address specific issues.
 - 8.1.6. **Exit Meeting:** Participants will include project leaders from the Contractor and the DHHS. Discussion will focus on lessons learned from the project and on follow up options that the DHHS may wish to consider.
- 8.2. The DHHS expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.
- 8.3. The Contractor Project Manager shall submit status reports in accordance with schedule described in Section 1.c above. All status reports shall be prepared in formats approved by the DHHS. The Contractor's Project Manager shall assist the DHHS Project Manager, or itself produce reports related to Project Management as reasonably requested by the DHHS, all at no additional cost to the DHHS. The Contractor shall produce project status reports, which shall contain, at a minimum, the following:
- 8.3.1. Project status related to the Work Plan;



Exhibit A

- 8.3.2. Deliverable status;
 - 8.3.3. Accomplishments during weeks being reported;
 - 8.3.4. Planned activities for the upcoming two (2) week period;
 - 8.3.5. Future activities;
 - 8.3.6. Issues and concerns requiring resolution; and
 - 8.3.7. Report and remedies in case of falling behind Schedule.
- 8.4. As reasonably requested by the DHHS, the Contractor shall provide the DHHS with information or reports regarding the project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the DHHS in preparing reports and presentations, as reasonably requested by the DHHS, all at no additional cost to the DHHS.

Exhibit A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY			
State Requirements			
Req #	Requirement Description	Criticality	
GENERAL SPECIFICATIONS			
A1.0	State data must be available in an open data format as specified in RSA 21R-11 and 21R-13.	M	Compliant
B2.0	Users with standard access need to be authenticated with a unique user identifier and password	M	Compliant
B2.1	Only authorized users who have specified login credentials with a password at least ten characters in length can have access to the system	M	Compliant
B2.2	Require strong passwords. Password complexity needs to be managed and required, including a mixture of upper case letters, lower case letters, numbers, special characters.	M	Compliant
B2.3	Password expiration policies to include mandatory password reset intervals after a maximum of 60 days	M	Compliant
B2.4	User account access is locked after three failed login attempts	M	Compliant
B2.5	Terminated or transferred staff are removed from access immediately	M	Compliant
B2.6	Systems automatically log out a user after 15 minutes of inactivity, and after maximum session duration	M	Compliant
B2.7	The application shall not store authentication credentials or sensitive Data in its code.	M	Compliant
B2.8	User access needs to be limited to HTTPS/SSL	M	Compliant
B2.9	All administrative access to require SSL VPN and use two factor authentication leveraging RSA tokens	M	Compliant
B2.10	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Compliant
B2.11	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Compliant
B2.12	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Compliant
	KEPRO's systems utilize open data formats such as plain text and HTML for storage and data exchange. Any data stored in formats such as Microsoft SQL Server, Oracle, etc. are portable to an open format.	Integrated in systems	Compliant
	All KEPRO systems require that users have unique credentials to ensure non repudiation.	Integrated in systems	Compliant
	All user accounts require accompanying, complex passwords greater than or equal to 10 characters in length.	Integrated in systems	Compliant
	All KEPRO systems require complex passwords that include all characteristics of strong passwords including upper and lower case, special characters, and numbers.	Integrated in systems	Compliant
	Password expiration is controlled via system policy. Policies mandate password expiration every 60 days.	Integrated in systems	Compliant
	Unsuccessful login attempts are controlled via system policy. All systems all only three unsuccessful attempts before locking and account.	Integrated in systems	Compliant
	KEPRO policy mandates that account access privileges are removed for staff that resign, are terminated, or transfer.	Policy and Procedure	Compliant
	KEPRO's current network standard for timeout is 10 minutes.	Integrated in systems	Compliant
	Authentication credentials are never stored in application code.	Policy and Procedure	Compliant
	KEPRO web-based systems provide access only via HTTPS/SSL/TLS.	Integrated in systems	Compliant
	SSL VPN access is required for remote connectivity to administrative functions. KEPRO employs two-factor authentication methods for remote access.	Policy and Procedure	Compliant
	KEPRO applications force users to terminate sessions. Any cached information is cleared upon session termination.	Integrated in systems	Compliant
	KEPRO limits access to sensitive data through encryption, least privilege policy, and proper onboard/off board processes.	Policy and Procedure and Systems	Compliant
	KEPRO employs software change control processes to assure proper review of changes to the code to ensure enhancements do not degrade security protections.	Policy and Procedure	Compliant

Exhibit A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY			
State Requirements			
Req #	Requirement Description	Criticality	Policy and Procedure
B2.13	Create change management documentation and procedures	M	Policy and Procedure
B2.14	Systems changes need to be logged, reviewed and updated regularly by a compliance manager, senior managers and the IT Security officer	M	Policy and Procedure
C3.0	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.	M	Policy and Procedure
D4.0	Certify that the vendor will use a hosting environment for the New Hampshire project that meets or exceeds the following physical and electronic security measures to protect data and the network, including:	M	N/A
D4.1	Alarms, restricted access, logbook, CCTV monitored 24 x 7 x 365 and retained for 90 days, caged / locked environment	M	Policy and Procedure
D4.2	Floor-to-ceiling walls, A/C, fluid sensors, smoke detectors, raised floors, wet/dry/chemical fire suppression, fire extinguishers, water pumps, and UPS and backup generator system	M	Policy and Procedure
D4.3	Firewalls – all external connections needs to terminate at the firewall (Internet, Intranet)	M	Policy and Procedure
D4.4	Documented process for securing and hardening all network devices; devices are configured to prevent communications from unapproved networks	M	Policy and Procedure
D4.5	Network traffic and audit event logs are maintained	M	Policy and Procedure
D4.6	Isolated production server and IP subnets, insecure protocols disabled, restricted access to diagnostic and maintenance ports on network drives	M	Policy and Procedure
D4.7	Vulnerability is assessed by daily server antivirus scans, all emails are scanned via patch management solutions: Symantec/Altiris in the data center, LANdesk on user LAN. Penetration tests are performed bi-annually and all external links are private	M	Policy and Procedure

KEPRO's current change control process manages all documentation and the procedures related to application changes.

All system changes are logged in Microsoft Team Foundation Server (TFS). Changes are reviewed and updated on a bi-weekly basis via our change control process. Compliance management, senior management and IT Security all participate in our change control process.

KEPRO will be happy to provide results of a third party audit of our systems.

N/A

KEPRO's hosting environment meets all SSAE 16 SOC 2 criteria which includes alarms, restricted access, logbook, CCTV monitored 24 x 7 x 365 and retained for 90 days, caged /locked environment.

KEPRO's hosting environment meets all SSAE 16 SOC 2 criteria which includes Floor-to-ceiling walls, A/C, fluid sensors, smoke detectors, raised floors, wet/dry/chemical fire suppression, fire extinguishers, water pumps, and UPS and backup generator system.

All connections in our hosting environment terminate at the firewall.

KEPRO's server hardening policy is based on documented DoD and NIST standards.

KEPRO's System Security Manager maintains traffic and audit event logs.

KEPRO's System Security Manager and Infrastructure group ensure that all production servers and IP subnets are isolated, insecure protocols are disabled, access is restricted to diagnostic and maintenance ports on network drives.

KEPRO uses equivalent tools such as Sophos, Microsoft System Center Operations Manager (SCOM) and Microsoft Systems Center Configuration Manager (SCCM). KEPRO employs Nessus to perform penetration testing and both internal and external scanning.

Exhibit A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY					
State Requirements					
Req #	Requirement Description				
Criticality	Compliance				
D4.8	Email servers to continuously scan for viruses embedded within attachments	M	Compliant	Integrated in systems	KEPRO's Sophos Email Appliance scans for embedded malware.
D4.9	Remote devices are password protected with encrypted hard drives, and have tracking and recovery software and virus protection installed. Users should not save anything to removable storage and only use secure pathways for electronic transmissions	M	Compliant	Policy and Procedure	All remote devices employ Sophos or BitLocker to encrypt drives. Sophos virus protection is employed on all remote devices. Policy prohibits storing protected information on local drives. All remote connections are protected with SSL or TLS. Computrace tracking and recovery software is employed.
D4.10	Access into the Data Center is protected by electronic badge and biometric authentication systems	M	Compliant	Policy and Procedure	Badge readers are employed at our data centers.
D4.11	Data at rest encryption for data housed within the data center	M	Compliant	Policy and Procedure	Data encryption is employed via database encryption to protect sensitive data.
D4.12	All encryption needs to be at least 2,048 bit	M	Compliant	Policy and Procedure	2,048 will be employed via SQL Server Transparent Data Encryption and 2,048 bit encryption will be employed for all other types of encryption.
D4.13	Electrical support system to ensure 7x24x365 continuous electrical supply to the data center hosting NH systems	M	Compliant	Policy and Procedure	Our SSAE 16 SOC 2 compliant data centers ensure 7x24x365 power supply via redundant power feeds and/or continuous generator power.
E5.0	The Provider shall employ security measures to ensure that the State's application and data is protected.	M	N/A	N/A	N/A
E5.1	State data exchanges between and among servers must be encrypted.	M	Compliant	Policy and Procedure	All external connections are encrypted. KEPRO has experience providing encrypted connections between and among servers for a DoD DIACAP-compliant enclave. We will provide the same level of protection.
E5.2	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Compliant	Policy and Procedure	KEPRO employs Windows 2008/2012, Sophos Endpoint Protection, Sophos Email Appliances, along with SourceForge and SNORT IDS and Cisco Meraki firewalls.
E5.3	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's data and client information. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Compliant	Policy and Procedure	KEPRO conducts regular vulnerability scans to ensure compliance with all NIST 800-53 requirements.
E5.4	In the development or maintenance of any code, the Provider shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Compliant	Policy and Procedure	KEPRO will comply with state-determined requirements regarding independent verification. KEPRO currently engages a trusted third-party for independent assessments and verification. KEPRO regularly scans all systems for the existence of malicious code.

Exhibit A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY			
State Requirements			
Req #	Requirement Description	Criticality	Compliance
E5.4	The Provider will notify the DHHS PASRR Manager and/or the DHHS Information Security Officer of any security breach as soon as possible, but in any event no later than three business days of the time that the Provider learns of the occurrence.	M	Compliant
E5.5	The Provider shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Provider' hosting infrastructure and/or the application.	M	Compliant
E5.6	The Provider shall be liable for costs associated with any breach of State data housed at its location(s) caused by the negligence, willful misconduct, or willful, wanton or reckless failure by its agents, employees, or independent contractors engaged in the performance of their related obligations.	M	Compliant
E5.7	The Provider shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Provider' hosting infrastructure and/or the application upon request with reasonable prior notice.	M	Compliant
F6.0	Provider shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Compliant
F6.1	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Compliant
F6.2	Provider shall adhere to a defined and documented back-up schedule and procedure.	M	Compliant
G7.0	Training document and procedure for vendor staff to receive training on handling protected health information/personally identifying information (PHI/PII), the importance of HIPAA, and how to address HIPAA breaches including the last date of revision to the training documents	M	Compliant
G7.1	Security training document and procedure that will be used by the vendor for the DHHS PASRR manager and DHHS staff to access reports remotely and for real time access to data	M	Compliant
G7.2	Guidance document for effective screening of calls to ensure that the caller has the credentials/permissions to obtain information to ensure HIPAA compliance for PHI/PII protocols	M	Compliant
G7.3	Procedure for design and implementation of role based security for all the systems used by the vendor for the NH DHHS project	M	Compliant
G7.4	Procedure for granting and terminating access to MMIS and NH Easy for vendor staff	M	Compliant

KEPRO is familiar and complies with similar requirements for other customers currently. We will comply with this requirement.

KEPRO is familiar and complies with similar requirements for other customers currently. We will comply with this requirement.

KEPRO is familiar and complies with similar requirements for other customers currently. We will comply with this requirement.

KEPRO is familiar and complies with similar requirements for other customers currently. We will comply with this requirement.

KEPRO currently maintains both Business Continuity and Disaster Recovery plans. Both plans are updated and tested at least annually.

KEPRO's Disaster Recovery plan covers the procurement and replacement of both components and systems. Our hosted environment is replicated at a separate facility in the event of failure.

Our Business Continuity plan defines our backup schedule and procedures. All systems adhere to specified schedules.

All staff receive security and confidentiality training upon hire and annually thereafter. Breach procedures are included in this training.

All persons that require access to sensitive data housed on our systems must undergo security training and sign confidentiality agreements. Any DHHS staff requiring access to KEPRO systems will be required to adhere to existing KEPRO policies.

A process and procedure exist currently for call center staff to ensure the identity of individuals that call to make inquiries.

KEPRO employs role-based access for all systems.

KEPRO's current policies for onboarding and off-boarding staff will apply to staff accessing NH MMIS or NH Easy.

Contractor Initials: *MD*
Date: *4/2/17*

Exhibit A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY			
State Requirements			
Req #	Requirement Description	Criticality	Compliance
G7.5	Documentation that describes the implementation and enforcement of State-of-the-art encryption, secured networks, and role-based access for every application that will be used for the New Hampshire project	M	Compliant
H8.0	Procedure to identify the system requirements and specifications to design the case tracking/reporting systems that will be built for NH DHHS	M	Compliant
H8.1	Procedures used to ensure the system infrastructure will be designed to support internal audit capability and comply with HIPAA standards	M	Compliant
H8.2	Security procedures used for administration of the cloud-based QuickBase system	M	Compliant
H8.3	Procedure used for creating management reports, PASRR Level II reports and other reports required for New Hampshire's PASRR activities	M	Compliant
H8.4	Procedures used to identify records, data sets and related documents for transfer to the vendor from DHHS	M	Compliant
H8.5	Procedure for creation/configuration of secure email exchange between DHHS and the vendor	M	Compliant
H8.6	Procedure to reconcile if document will be sent to the DDU or Xerox processing center, via a secure email, fax, or courier	M	Compliant
H8.7	Risk management procedures for IT systems used for NH DHHS by the vendor	M	Compliant
H8.8	Procedure used by the vendor to track inadvertent disclosures and monitor their appropriate reporting and resolution	M	Compliant
H8.9	Document that provides step-by-step instructions for verification of identity when making or receiving telephone contacts and prevention of inadvertent disclosures via fax	M	Compliant
H8.10	Procedure to ensure security is integral and up-front to all designs	M	Compliant
H8.11	Procedure for deployment of reports that will be made available via secure web sites, or transferred through secure email or file transfer technology	M	Compliant
H8.12	Submit a document that details the applicable SSA regulations to the New Hampshire project	M	Compliant
H8.13	Provide business and technical architecture for clinical eligibility tracking using Intuit QuickBase database	M	Compliant
H8.14	Provide business and technical architecture for a claims reconciliation system use for the Nursing Home Application	M	Compliant

Exhibit A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY			
State Requirements			
Req #	Requirement Description	Criticality	Compliance
H8.15	Provide business and technical architecture for the Community Case Management database	M	Compliant
H8.16	Evidence that staff assigned to the DHHS project have received HIPAA training and the date each staff received this training	M	Compliant
H8.17	Copy of the confidentiality document that is used by the vendor to ensure that all staff working on the New Hampshire contract attests to the fact that all state and federal confidentiality requirements are understood and will be observed	M	Compliant
H8.18	Last date, when the vendor reviewed Data Center policies, procedures, and practices to ensure that security adheres to relevant regulatory requirements	M	Compliant
19.0	Certify that the system(s) used by the vendor for the New Hampshire project are fully compliant with applicable federal and state laws, regulations, standards, and executive orders pertaining to confidential health care information including but not limited to HIPAA, HITECH, New Hampshire RSA 359-C:19, RSA 359-C:20 and RSA 359-C:21, and New Hampshire RSA 332-:1-1-6.	M	Compliant
19.1	Certify that the vendor will use locked containers and use an insured courier who specializes in medical transport services for transportation of paper files and materials from NH DHHS to the vendor	M	Compliant
19.2	Certify that the vendor will use a secure encrypted email system for secure email between NH DHHS and the vendor	M	Compliant
19.3	Certify that hard copy documents to be discarded will be placed in a locked box for shredding	M	Compliant
19.4	Certify that the SQL database used to house the data will provide database-level and column-level encryption, to provide "at-rest" data security, and 2-factor authentication for sensitive online data such as Social Security numbers	M	Compliant
19.5	Certify that all communication between the UI and the database, and the end-platform and UI, will be encrypted using the latest available technologies (SSL/TLS) and trusted Certificate Authorities	M	Compliant
19.6	Certify that the systems used for the NH DHHS project will be hosted in the vendor's Data Center that follows measurements and standards set by the HIPAA and HITECH ACT security standards for the storage and management of Protected Health Information (PHI)	M	Compliant
19.7	Certify that the systems used for the NH DHHS project will be hosted in a data center that adheres to the principles of ISO/IEC 27001:2005, AICPA SSAE16 Reporting Standards and Trust Security Principles (TSP) Criteria	M	Compliant

KEPRO Tech Requirements
Exhibit A-1
6 of 6

Contractor Initials: *JMD*
Date: *4/24/17*

Exhibit A-2 Hierarchy of Case Review Selection Criteria

The Contractor must select cases for review each month from the monthly claims data sent by DHHS, excluding any previously reviewed cases, as follows:

1. The Contractor must first select specific inpatient hospital cases to review in order as outlined below:
 - 1.1. Claims with one-day stays excluding those with DRGs 775 and 795;
 - 1.2. Claims with Discharge Codes 05, 14, and 15;
 - 1.3. Claims with a length of stay of 30 days or longer;
 - 1.4. Readmissions occurring within thirty (30) days of the first admission (both admissions to be reviewed);
 - 1.5. Claims with outlier payments;
 - 1.6. For claims with discharge dates prior to 10/1/15, the following ICD-9 E-code diagnoses (E-code details shall be included on monthly claims data provided by DHHS):
 - 1.6.1. E876.5 Performance of wrong operation (procedure) on correct patient
 - 1.6.2. E876.6 Performance of operation (procedure) on patient not scheduled for surgery
 - 1.6.3. E876.7 Performance of correct operation (procedure) on wrong side/body part
 - 1.7. For claims with discharge dates after 10/1/15, the following ICD-10 Y-code diagnoses (Y-code details shall be included on monthly claims data provided by DHHS):
 - 1.7.1. Y65.51 Performance of wrong procedure (operation) on correct patient
 - 1.7.2. Y65.52 Performance of procedure (operation) on patient not scheduled for surgery
 - 1.7.3. Y65.53 Performance of correct procedure (operation) on wrong side or body part
 - 1.8. Claims with the following CPT/HCPS Modifiers (CPT/HCPS Modifiers shall be included on monthly claims data provided by DHHS):
 - 1.8.1. PA: Surgical or other invasive procedure on wrong body part
 - 1.8.2. PB: Surgical or other invasive procedure on wrong patient
 - 1.8.3. PC: Wrong surgery or other invasive procedure on patient
2. The number of cases to be reviewed during each month of the contract period will be determined by dividing the total number of cases to be reviewed during each SFY of the contract period, by 12 months.
3. If the last month's case selection of each state fiscal year of the contract is greater than the total anticipated annual volume per the contract, the Contractor must contact DHHS to discuss which types of cases the Contractor shall place emphasis on, to reduce the last month's cases to meet the anticipated annual volume per the contract.

Exhibit A-3
Non-Covered Services List
MEDICAID NON-COVERED SERVICES

Some of the non-covered procedures listed below may be covered if rendered to an EPSDT child and medical necessity has been demonstrated. The Contractor will consult the Office of Medicaid Business and Policy prior to making a decision.

Non-covered services shall be those services for which the Medicaid program shall make no payment. Non-covered services shall include:

- 1) Acupuncture;
- 2) Services ancillary to, or directly related to, a non-covered service or procedure;
- 3) Biofeedback;
- 4) Experimental or investigational procedures described as such in the National Coverage Determinations (NCD) found in the Centers for Medicare and Medicaid Services "Medicare Coverage Database" at <http://www.cms.gov/medicare-coverage-database/> (under the "Quick Search" function, select "National Coverage Documents", optionally enter a filter by entering a "keyword" to narrow the search results, and select the "Search by Type" button, or, if a keyword is not entered, the entire list of NCD titles will appear alphabetically and may be selected), including thermogenic therapy and electrosleep therapy;
- 5) Reversal of voluntary sterilization;
- 6) Operations for impotency;
- 7) Operations, devices, and procedures for the purpose of contributing to or enhancing fertility or procreation;
- 8) Plastic surgery, to include cosmetic surgery, for the purpose of preserving or improving appearance or disfigurement, except when required for the prompt repair of accidental injury or for the improvement in functioning of a malformed body part;
- 9) Hypnosis, except when performed by a psychiatrist as part of an established treatment plan;
- 10) Routine foot care, except as described in He-W 532;
- 11) Services or items that are free to the public;
- 12) Physician care in a non-medical government or public institution;
- 13) Dietary services, including commercial weight loss, nutritional counseling, and exercise programs, except as otherwise allowed in He-W 500;
- 14) Homemaker services, except when provided as part of an authorized Choices for Independence (CFI) program support plan to CFI recipients as described in He-E 801;
- 15) Academic performance testing not related to a medical condition;
- 16) Detoxification services provided outside an acute care facility or a medical services clinic;
- 17) Services provided by halfway houses;
- 18) Hospital inpatient care which is not medically necessary;
- 19) Autopsies;
- 20) Auditory training, except for auditory trainer devices which are covered;
- 21) Respite, except as a service under a home and community based care waiver in accordance with 42 CFR 400.180 and 440.181;
- 22) Child care;

Non-Covered Services List

- 23) Chiropractor services, except as described in Administrative Rule He-W 512.05(a)(3)a;
- 24) Institutions for Mental Diseases, in accordance with Section 1905(a)(24)(B) of the Social Security Act;
- 25) Duplicative services, which are services that deliver the same functionality to the same recipient during the same period of time, regardless of whether those services are provided solely under Medicaid or by Medicaid in combination with another program or entity;
- 26) Services provided outside the United States and its territories;
- 27) Vaccinations for out of country travel;
- 28) Services provided by individuals who are not licensed, certified or otherwise recognized by the provisions of He-W 500 to provide such services;
- 29) Personal clothing or footwear;
- 30) Service and therapy animals;
- 31) Equine-assisted psychotherapy;
- 32) Any service which is not specifically listed elsewhere in He-W 522 through He-W 589 as covered, or covered with prior authorization, and which is not covered as follows:
- a. The service is not covered by Medicare, as indicated by the National Coverage Determinations (NCD) found in the Centers for Medicare and Medicaid Services "Medicare Coverage Database" at <http://www.cms.gov/medicare-coverage-database/> (under the "Quick Search" function, select "National Coverage Documents", optionally enter a filter by entering a "keyword" to narrow the search results, and select the "Search by Type" button, or, if a keyword is not entered, the entire list of NCD titles will appear alphabetically and may be selected); or
 - b. The service is not covered by New Hampshire or New England commercial insurance policies and coverage criteria as follows:
 1. Anthem Medical Policies and Clinical UM Guidelines, http://www.anthem.com/wps/portal/ahpprovider?content_path=provider/wif5/s1/t4/pw_ad080065.htm&state=wi&rootLevel=0&label=Anthem%20Medical%20Policies (select the "Continue" button to confirm that the page has been read and proceed to the "Overview" page, then select the "Click Here to Search" button in the middle of this page to continue to the search engine, enter search criteria for the specific coverage policy, and then select the specific coverage policy);
 2. Cigna Coverage Policies, <https://cignaforhcp.cigna.com> (select "RESOURCES" at the top of the page, then select "Coverage Policies", then select "Medical A-Z Index" for an alphabetical list of policies, and then select the specific coverage policy); or
 3. Aetna Clinical Policy Bulletins, http://www.aetna.com/healthcare-professionals/policies-guidelines/cpb_alpha.html (select specific bulletin from the alphabetical listing of clinical policy bulletins).
- 33) Any service for which coverage is not specified within the New Hampshire Medicaid State Plan, and as such the department is unable to claim federal financial participation (FFP) for said service.



Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.243, U.S. Department of Health and Human Services, System of Care Expansion Implementation, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices that indicate the number of reviews completed.
 - 4.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 4.3. Invoices identified in Section 4.1 must be submitted to:

Program Integrity Unit – Contract Manager
Office of Improvement & Integrity
129 Pleasant Street, 2nd Fl. Thayer Bldg.
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty (40) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B - 1



Rate Sheet

State Fiscal Year	# of Reviews	Price Per Review
2018 (7/1/2017-6/30/2018)	4,000	\$68.95



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.

JAO

4/28/17



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



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

JMO
Date 4/20/17



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

JAD

4/28/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



- 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: Keystone Peer Review Organization, Inc.

4/28/17
Date

Joseph A. Dougher
Name: Joseph A. Dougher
Title: President & CEO



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: Keystone Peer Review Organization, Inc.

4/28/17
Date

Joseph A. Dougher
Name: Joseph A. Dougher
Title: President & CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Keystone Peer Review Organization, Inc.

4/28/17
Date


Name: Joseph A. Dougner
Title: President & CEO

Contractor Initials JAD
Date 4/28/17



**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

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

Contractor Initials

JAD

Date

4/23/17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Keystone Peer Review Organization, Inc.

4/28/17
Date

Joseph A. Dougher
Name: Joseph A. Dougher
Title: President & CEO

Exhibit G

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

Contractor Initials

JAD

Date

4/28/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Keystone Peer Review Organization, Inc.

4/28/17
Date

Joseph A. Dougherty
Name: Joseph A. Dougherty
Title: President & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

JAP

4/28/17



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

 The State
Tashia Blanchard
 Signature of Authorized Representative
Tashia Blanchard
 Name of Authorized Representative
Administrator IV
 Title of Authorized Representative
5/8/17
 Date

 Keystone Peer Review Organization, Inc.
 Name of the Contractor
Joseph A. Dougher
 Signature of Authorized Representative
Joseph A. Dougher
 Name of Authorized Representative
President & CEO
 Title of Authorized Representative
4/28/17
 Date



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

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

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

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

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

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

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

Contractor Name: Keystone Peer Review Organization, Inc.

4/28/17
Date

Joseph A. Dougher
Name: Joseph A. Dougher
Title: President & CEO



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

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