

Jeffrey Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

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

*DIVISION OF CLIENT SERVICES
Central Processing Unit*

105 PLEASANT STREET, CONCORD, NH 03301
603-271-9700 1-800-852-3345 Ext. 9700
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 10, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to exercise a renewal option to an existing agreement with the University of Massachusetts Medical School (Vendor #177576), 333 South Street, Shrewsbury, MA 01545-2732 for the provision of pre-admission screening and resident review, nursing facility level of care and disability determination services by increasing the price limitation by \$242,000 from \$2,299,265 to \$2,541,265, and extending the completion date from June 30, 2016 to September 30, 2016 effective upon the approval of the Governor and Executive Council. The Governor and Executive Council approved the original agreement on November 12, 2014 (Late Item #A). 75% Federal Funds, 25% General Funds.

Funds to support this request are available in the following accounts in State Fiscal Year 2017, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further action from the Governor and Executive Council if needed and justified.

FISCAL DETAILS ATTACHED

EXPLANATION

The purpose of this request is to extend the existing contract for three (3) months of the three (3) years available to the Department in Exhibit C-1, Additional Special Provisions, Subparagraph 10.6. This amendment allows the Department to continue the centralized process for certain Medicaid eligibility determinations in order to meet federal and state eligibility determination time lines.

A Request for Application (RFA) has been issued, and the selected vendor will provide these services upon expiration of this three (3) month renewal with the University of Massachusetts Medical School.

Previously, the Department conducted pre-admission screening and resident review evaluations, nursing facility level of care determinations, and disability determinations in three (3) separate divisions, bureaus, and units as indicated below.

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The Division of Client Services, Long Term Care Medical Unit process was implemented for the purpose of eliminating the practice of inappropriately placing individuals in Medicaid-certified nursing facilities. This process assists with determining whether an individual being evaluated is suspected of having a mental illness, intellectual disability or related condition (Level I). If evidence of mental illness, intellectual disability, or related condition exists, further evaluations must be performed to determine whether the individual requires nursing facility level of care and/or specialized services (Level II). Nursing facilities are prohibited from admitting individuals with mental illnesses, intellectual disabilities, or related conditions prior to the determination of the appropriate level of care. Annually, the average number of Level I screens is estimated at 22,000.

The Bureau of Elderly and Adult Services, Nursing Facility Level of Care Unit is responsible for receiving clinical assessment information and determining nursing facility level of care for individuals seeking Medicaid as the payment source for long term care services either in a facility or in the community. A clinical assessment tool is utilized to complete initial and annual redetermination assessments. Annually, the average number assessments is approximately 8,000.

The Division of Client Services, Disability Determinations Unit is responsible for determining the medical eligibility component for applicants seeking Medicaid disability benefits under the Aid to Permanently and Totally Disabled, Medicaid for Employed Adults with Disabilities and Aid to the Needy Blind programs. These determinations include compiling medical and non-medical information from applicants as well as their medical and psychological providers. A Medical Review Team consisting of a physician, registered nurse and if applicable, a psychiatrist or psychologist. Annually, an average of 7,000 applications are received and must be completed within ninety (90) days.

The Department as a whole conducts approximately 37,000 disability and/or level of care review services per year. It has been determined that combining these services into one contract was in the best interest of the State based upon access to enhanced Federal matching funds when using this contracting method.

Section 1903(a) (2) of the Social Security Act allows the Department, as the State Medicaid agency, to receive federal matching funds at an enhanced rate of 75 percent for contracted services with a public entity for compensation of skilled professional medical personnel and their direct support staff. Services contracted with a non-public entity are subject to the standard 50 percent reimbursement.

The Department certifies there are no changes to components relating to Department of Information Technology requirements. The Department of Information Technology is aware of this request to extend the contract with no changes to technology related components of the original agreement.

Should the Governor and Executive Council not approve this request, the Department will not have sufficient clinical staff to administer the Pre-Admission Screening and Resident Review process; conduct Nursing Facility Level of Care determinations; and make Disability Determinations within the ninety (90) day time frame established by federal and state regulations, which will subject the Department to legal action for noncompliance, as has happened in the past.

Area Served: Statewide

Source of Funds: 75% Federal, 25% General Funds.

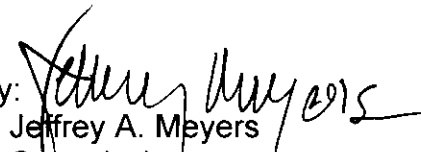
In the event that Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

Fiscal Details for PASRR, NF LOC and DDU Services

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVC, EARLY INTERVENTION

SFY	Class/Account	Class Title	Activity Code	Total
2015	102-500731	Contracts for Program Services	93000002	\$200,000
Subtotal SFY 2015:				\$200,000

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

SFY	Class/Account	Class Title	Activity Code	Amount	Increase/ (Decrease)	New Amount
2016	102-500731	Contracts for Program Services	93000002	\$200,000	\$0	\$200,000
2017	102-500731	Contracts for Program Services	93000002	\$0	\$50,000	\$50,000
Subtotal:				\$200,000	\$50,000	\$250,000

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

SFY	Class/Account	Class Title	Activity Code	Total	Increase/ (Decrease)	New Amount
2015	102-500731	Contracts for Program Services	92000009	\$200,000	\$0	\$200,000
2016	102-500731	Contracts for Program Services	92000009	\$200,000	\$0	\$200,000
2017	102-500731	Contracts for Program Services	92000009	\$0	\$50,000	\$50,000
Subtotal:				\$400,000	\$50,000	\$450,000

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

SFY	Class/Account	Class Title	Activity Code	Total	Increase/ (Decrease)	New Amount
2015	550-500398	Contracts for Program Services	48000009	\$275,000	\$0	\$275,000
2016	550-500398	Contracts for Program Services	48000009	\$327,475	\$0	\$327,475
2017	550-500398	Contracts for Program Services	48000009	\$0	\$82,000	\$82,000
Subtotal:				\$602,475	\$82,000	\$684,475

Fiscal Details for PASRR, NF LOC and DDU Services

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

SFY	Class/Account	Class Title	Activity Code	Amount	Increase/ (Decrease)	New Amount
2015	046-500462	Contracts for Program Services	45142100	\$397,150	\$0	\$397,150
2016	046-500462	Contracts for Program Services	45142100	\$500,000	\$0	\$500,000
2017	046-500462	Contracts for Program Services	45142100	\$0	\$60,000	\$60,000
Subtotal:				\$897,150	\$60,000	\$957,150

STATE FISCAL YEAR 2015 TOTAL:	\$1,072,150
STATE FISCAL YEAR 2016 TOTAL:	\$1,227,475
STATE FISCAL YEAR 2017 TOTAL:	<u>\$242,000</u>
CONTRACT TOTAL:	\$2,541,625



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the PASSR, NFLOC, DDU Contract**

This 1st Amendment to the PASSR, NFLOC, DDU contract (hereinafter referred to as "Amendment #1") dated this 25th day of May, 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and University of Massachusetts Medical School (hereinafter referred to as "the Contractor"), a public academic science center with a place of business 333 South Street, Shrewsbury, MA 03301

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 12, 2014 (Late Item #A), 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 of the Agreement, and Exhibit C-1, Additional Provisions, Subparagraph 10.6, the State may renew the contract for up to three (3) additional years by written agreement of the parties and approval of the Governor and Executive Council; and

WHEREAS, the parties agree to renew the Contract for three (3) months; 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:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
September 30, 2016
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,541,625
3. Delete and replace Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 2., with:
 2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, as follows:
 - 2.1 Cost reimbursement for Nursing Facility Level of Care (NF LOC) and Pre-Admission Screening Resident Review (PASRR) services at the rates specified in Exhibit B-2, Amendment #1 shall not exceed \$242,000. Anticipated volumes are as follows:
 - 2.1.1 NF LOC Face to Face – 395 to 550 Cases



- 2.1.2 PASRR I 155 to 180 Cases
- 2.1.3 PASRR II 45 to 75 Cases
- 4. Delete and replace Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3., with:
 - 3. Payment for services shall be on a cost reimbursement basis only for actual services provided, in accordance with the approved unit rates for activities identified in Exhibit B-1, Unit Rates for Activities, and Exhibit B-2 – Amendment #1, Unit Rates for Activities.
- 5. Add Exhibit B-2 - Amendment #1 Unit Rates for Activities

New Hampshire Department of Health and Human Services
PASSR, NFLOC, DDU



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

6/17/16
Date

Mailee Khan
NAME
TITLE

University of Massachusetts Medical School

6/15/16
Date

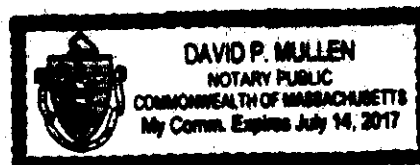
Joyce A. Murphy
NAME
TITLE
JOYCE A. MURPHY
EXECUTIVE VICE CHANCELLOR

Acknowledgement:

State of Massachusetts, County of Suffolk on June 15, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

David P. Mullen
Name and Title of Notary or Justice of the Peace



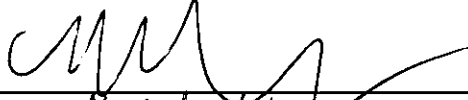
New Hampshire Department of Health and Human Services
PASSR, NFLOC, DDU



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

OFFICE OF THE ATTORNEY GENERAL

4/17/16
Date


Name: Margaret Joseph
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

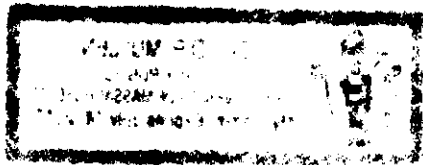


Exhibit B-2 - Amendment #1

Unit Rates for Activities

	Year 3 Rate
PASRR I	\$48.35 per case
PASRR II	\$304.50 per case
NF LOC (Desk)	\$60.35 per case
NF LOC (Face to Face)	\$396.52 per case
Appeals Consults	\$93.02 per hour

**EXTRACT FROM THE RECORDS OF
UNIVERSITY OF MASSACHUSETTS**

Granting Authority to Execute Contracts and All Other Instruments

I, Zunilka Barrett, Secretary of the Board of Trustees of the University of Massachusetts, do hereby certify that the following is a true and complete copy of a vote duly adopted by the Board of Trustees of the University of Massachusetts at a meeting duly called and held on the fifth day of February, nineteen hundred and ninety-seven at the University of Massachusetts, Chancellor's Conference Room, Boston, Massachusetts:

“Further, to affirm that, except as to matters governed by the University of Massachusetts Intellectual Property Policy (Doc. T96-040), the Treasurer of the University of Massachusetts or his designee shall be the sole contracting officer of the University with the Authority to execute all contract, grants, restricted gifts (excluding endowments), and amendments thereto for sponsored programs in instruction, research, or public service, unless and until otherwise voted by the Board of Trustees.”

I further certify that the Senior Vice President for Administration & Finance and Treasurer of the University, Christine M. Wilda, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in her absence, she has designated Philip J. Marquis, Assistant Vice President and Associate Treasurer.

I further certify that effective April 19, 2016, the following is a list of designated individuals authorized in accordance with the afore referenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

Amherst Campus

Kumble R. Subbaswamy, Chancellor, Amherst Campus, Amherst, Massachusetts,
Robert S. Feldman, Deputy Chancellor, Amherst Campus, Amherst, Massachusetts,
Michael Malone, Vice Chancellor, Amherst Campus, Amherst, Massachusetts,
Carol P. Sprague, Director of the Office of Grants and Contracts Administration, Amherst Campus, Amherst, Massachusetts,
Jennifer A. Donais, Director of Research Compliance, Amherst Campus, Amherst, Massachusetts,
Theresa W. Girardi, Assistant Director, Amherst Campus, Amherst, Massachusetts,
Nancy E. Stewart, Assistant Director, Amherst Campus, Amherst, Massachusetts,
James B. Ayres, Assistant Director, Amherst Campus, Amherst, Massachusetts,
Laura J. Howard, Associate Director, Division of Continuing Education, Amherst Campus, Amherst, Massachusetts

Boston Campus

J. Keith Motley, Chancellor, Boston Campus, Boston, Massachusetts,
Ellen M. O'Connor, Vice Chancellor for Administration & Finance, Boston Campus, Boston, Massachusetts,
Winston Langley, Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,

Zong-Guo Xia, Vice Provost for Research and Strategic Initiatives, Boston Campus, Boston, Massachusetts,

Matthew L. Meyer, Associate Vice Provost for Research and Director of the Office of Research & Sponsored Programs, Boston Campus, Boston, Massachusetts,

Shala A. Bonyun, Assistant Director for the Office of Research and Sponsored Programs, Boston Campus, Boston, Massachusetts

Dartmouth Campus

Peyton R. Helm, Interim Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,

Mohammad A. Karim, Provost & Executive Vice Chancellor for Academic and Student Affairs & Chief Operating Officer, Dartmouth Campus, Dartmouth, Massachusetts,

James Sheehan, Vice Chancellor of Administration and Finance & Chief Financial Officer, Dartmouth Campus, Dartmouth, Massachusetts,

Mary Louise Nunes, Associate Vice Chancellor for Financial Services, Administration & Finance, Dartmouth Campus, Dartmouth, Massachusetts,

Tesfay Meressi, Interim Vice Chancellor for Research & Economic Development, Dartmouth Campus, Dartmouth, Massachusetts,

Elena Glatman, Director of Research Administration, Dartmouth Campus, Dartmouth, Massachusetts,

Michelle M. Plaud, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,

Gayle Baxter, Pre-Award and Subrecipient Manager, Dartmouth Campus, Dartmouth Massachusetts

Lowell Campus

Jacqueline F. Moloney, Chancellor, Lowell Campus, Lowell, Massachusetts,

Joanne Yestramski, Vice Chancellor for Finance and Operations, Lowell Campus, Lowell, Massachusetts,

Donald E. Pierson, Interim Provost, Lowell Campus, Lowell, Massachusetts,

Steven O'Riordan, Associate Vice Chancellor for Financial Services, Lowell Campus, Lowell, Massachusetts,

Linda Concino, Director, Grants & Contracts Administration, Lowell Campus, Lowell, Massachusetts,

Julie Chen, Vice Provost for Research, Lowell Campus, Lowell, Massachusetts,

President's Office

Tom Chmura, Vice President for Economic Development, President's Office, Boston, Massachusetts,

Lynn Griesemer, Associate Vice President for Economic Development and Executive Director for the Donahue Institute, President's Office, Boston, Massachusetts,

Eric Heller, Deputy Director for the Donahue Institute, President's Office, Boston, Massachusetts,

Worcester

Michael F. Collins, MD, Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,

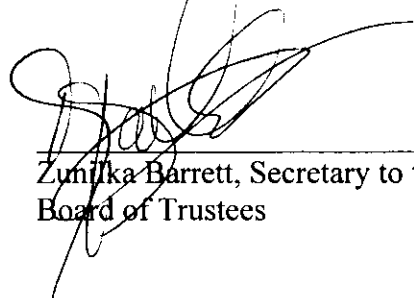
Robert Jenal, Executive Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

Joyce A. Murphy, Executive Vice Chancellor for Commonwealth Medicine, University of Massachusetts Medical School, Worcester, Massachusetts,

Brendan M. O’Leary, Executive Vice Chancellor Innovation & Business Development,
University of Massachusetts Medical School, Worcester, Massachusetts,
Margaret L. Johnson, Director, Office of Clinical Research, University of Massachusetts
Medical School, Worcester, Massachusetts,
John Lindstedt, Associate Vice Chancellor for Administration & Finance, University of
Massachusetts Medical School, Worcester, Massachusetts,
Margaret J. Koziel, MD, Assistant Vice Provost for Clinical and Translational Research,
University of Massachusetts Medical School, Worcester, Massachusetts,
Jean A. King, Ph.D., Associate Provost for Biomedical Science Research, University of
Massachusetts Medical School, Worcester, Massachusetts,
Janice Lagace, Associate Director Research Funding Services, University of Massachusetts
Medical School, Worcester, Massachusetts,
Diego R. Vazquez, Assistant Vice Provost for Research Funding Services, University of
Massachusetts Medical School, Worcester, Massachusetts

I further certify that Christine M. Wilda, Philip J. Marquis, Kumble R. Subbaswamy, Robert S. Feldman, Michael Malone, Carol P. Sprague, Jennifer A. Donais, Theresa W. Girardi, Nancy E. Stewart, James B. Ayres, Laura J. Howard, J. Keith Motley, Ellen M. O’Connor, Winston Langley, Zong-Guo Xia, Matthew L. Meyer, Shala A. Bonyun, Gerard Kavanaugh, Mohammad A. Karim, James Sheehan, Mary Louise Nunes, Tesfay Meressi, Elena Glatman, Michelle M. Plaud, Gayle Baxter, Jacqueline F. Moloney, Joanne Yestramski, Donald E. Pierson, Steven O’Riordan, Linda Concino, Julie Chen, Tom Chmura, Lynn Griesemer, Eric Heller, Michael F. Collins, MD, Robert Jenal, Joyce A. Murphy, Brendan M. O’Leary, Margaret L. Johnson, John Lindstedt, Margaret J. Koziel, Jean A. King, Janice Lagace and Diego R. Vazquez are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts

Date: 6/15/2016



Zunilka Barrett, Secretary to the
Board of Trustees



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/02/2016

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

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

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED University of Massachusetts 333 South Street, Suite 450 Shrewsbury MA 01545 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570062350137 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			004055483 SIR applies per policy terms & conditions	05/01/2016	05/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 SIR \$100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570062350137

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RFP #15-DHHS-OHS-DCS-02, CWM Contract, Nursing Facility level of car and disability determination services, Start Date: July 01, 2016.

CERTIFICATE HOLDER State of New Hampshire Attn: Denise Sherburne 129 Pleasant Street, Brown Building Concord NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>



University of Massachusetts

Amherst • Boston • Dartmouth • Lowell • Medical School • UMassOnline

To Whom It May Concern:

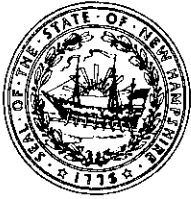
The University of Massachusetts, as an entity of the Commonwealth of Massachusetts, is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

If you have any questions or concerns please contact me at 774-455-7616. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Kate Leahy".

Kate Leahy, J.D.
Insurance Analyst



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

Nicholas A. Toumpas
 Commissioner

Mary Ann Cooney
 Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9404 1-800-852-3345 Ext. 9404
 FAX: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 7, 2014

G&C Approved

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

Date 11/12/14
 Item # LATE Item A

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Office of Human Services to enter into an agreement with the University of Massachusetts Medical School (Vendor #177576), 55 Lake Avenue North, Worcester, MA 01660, for the provision of pre-admission screening and resident review, nursing facility level of care and disability determination services in an amount not to exceed \$2,299,625 effective upon Governor and Executive Council approval through June 30, 2016. 75% Federal Funds/25% General Funds

Funds to support this request are available in the following account for State Fiscal Year 2015, and are anticipated to be available in State Fiscal Year 2016, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without further approval of the Governor and Executive Council, if needed and justified.

See attachment for fiscal details.

EXPLANATION

The purpose of this request is to align three program areas within the Department that are responsible for determining eligibility for individuals applying for certain assistance and services. This alignment of functions will result in a centralized process for certain Medicaid eligibility determinations in order to meet federal and state eligibility determination time lines.

The Pre-admission Screening and Resident Reviews, as federally mandated by 42 CFR §483 and by NH Administrative Rule He-M 1302, identify evidence of mental illness, intellectual disability, or related condition for all individuals seeking admission to, or currently residing in, Medicaid-certified nursing facilities. Nursing facility level of care determination services, mandated by Revised Statutes Annotated 151-E:3,1(a) and NH Administrative Rule He-E 801 and He-E 802, are conducted when individuals are seeking Medicaid as the payment source for long term care services, such as nursing home placement or community based care. Disability determination services, as required by the Federal Centers for Medicare and Medicaid Services, provide medical, psychological, and/or psychiatric consultative services in order to evaluate individual claims of disability for Medicaid eligibility purposes.

Currently, the Department conducts pre-admission screening and resident review evaluations, nursing facility level of care determinations, and disability determinations in three separate divisions, bureaus and units as indicated below.

Bureau of Developmental Disabilities Services, Pre-Admission Screening and Resident Review Unit

The Pre-admission Screening and Resident Review process, as described in 42 CFR §483 and NH administrative rule He-M 1302, is a Federal requirement mandating processes to identify evidence of mental illness or intellectual disabilities or related conditions in individuals seeking admission to, or residing in, Medicaid-certified nursing facilities. This Federal mandate was implemented for the purpose of eliminating the practice of inappropriately placing individuals in Medicaid-certified nursing facilities. The Pre-Admission Screening and Resident Review process assists with determining whether an individual being evaluated through a Level I Pre-Admission Screen process is suspected to having a mental illness, intellectual disability or a related condition. If so, then further evaluation is required through a Level II evaluation. If evidence of mental illness, intellectual disability, or a related condition exists, further evaluations must be performed to determine whether the individual requires nursing facility level of care and whether the individual has a need for specialized services. Nursing facilities are prohibited from admitting individuals with mental illnesses, intellectual disabilities, or related conditions before the appropriate level of care is determined.

The Level I Pre-Admission Screen is a brief screening tool used to identify whether mental illness, intellectual disability, or a related condition is suspected. Hospitals, nursing facilities and other referring agents complete this form and; if the tool is triggered positive as potential for mental illness, intellectual disability, or a related condition; the individual is referred to the Pre-Admission Screening and Resident Review Office to schedule a face to face Level II evaluation. A Level I Pre-Admission Screen is conducted for all individuals who apply to a Medicaid-certified nursing facility, regardless of payment source. Because the Department does not review all Level I Pre-Admission Screens, the number of screens completed each year is unknown. Annually, the average number of Level I screens is estimated at 22,000.

Bureau of Elderly and Adult Services, Nursing Facility Level of Care Unit

The Bureau of Elderly and Adult Services within the Division of Community Based Care Services is responsible for receiving clinical assessment information and making nursing facility level of care determinations for individuals seeking Medicaid as the payment source for long term care services either in a nursing facility or in the community. A clinical assessment is conducted utilizing the Bureau of Elderly and Adult Services Medical Eligibility Assessment tool. Initial assessments and annual redetermination assessments are conducted face-to-face. At this time, these assessments are completed by a combination of Bureau of Elderly and Adult staff nurses and contracted nurses.

Currently Bureau of Elderly and Adult Services staff nurses review the Medical Eligibility Assessment tool to make a determination of whether an individual requires nursing facility level of care, in accordance with RSA 151-E:3, I(a) and NH Administrative Rules He-E 801 and He-E 802. The total number of nursing facility level of care determinations required on an annual basis for Medicaid payment purposes is approximately 8,000.

Division of Client Services, Disability Determinations Unit

The Division of Client Services, Disability Determination Unit is responsible for determining the medical eligibility component for applicants seeking to receive Medicaid disability benefits. The Department has authority to evaluate applicants for Aid to Permanently and Totally Disabled, Medicaid for Employed Adults with Disabilities, and Aid to Needy Blind.

Currently, the Disability Determination Unit develops disability determination cases, which includes requesting medical and non-medical information from applicants and medical/psychological providers. If no medical/psychological records exist than appointments with providers are scheduled. Fully developed cases are reviewed by a Medical Review Team that consists of medical professionals comprised of a physician, registered nurse and, if applicable, a psychiatrist or psychologist. This team of professionals determines the medical eligibility of each individual applying for assistance through Aid to the Permanently and Totally Disabled; Medicaid for Employed Adults with Disabilities; or Aid to the Needy Blind on the basis of medical, diagnostic, and mental health, in accordance with criteria set forth in NH Administrative Rule He-W 504 and the Social Security Administration's grid rules.

The goal of the Department is to provide timely and accurate disability determinations in order to support the achievement and maintenance of the health and independence of the disabled population. Over 7,000 applications for disability determination are received each year. Federal law 42 CFR 435.912(a)(1)-(2) requires Medicaid eligibility determinations be completed within 90 days of receiving applications.

The Department conducts approximately 37,000 disability and/or level of care review services per year. To manage this quantity of reviews and determinations, given department resource constraints, the Department has chosen to combine and contract the above services. This was determined to be in the best interest of the State based upon access to enhanced Federal matching funds when using this contracting method.

Section 1903(a) (2) of the Social Security Act allows the Department, as the State Medicaid agency, to receive Federal matching funds at an enhanced rate of 75 percent for contracted services with a public entity for compensation of skilled professional medical personnel and their direct support staff. Services contracted with a non-public entity are subject to the standard 50 percent reimbursement.

This contract was competitively bid. On June 6, 2014 the Department issued a Request for Proposals for qualified organizations to implement and administer a Pre-Admission Screening and Resident Review process; Nursing Facility Level of Care Determinations; and Disability Determinations. The request for proposals was available on the Department of Health and Human Services website from June 6, 2014 through July 17, 2014. There were two (2) proposals submitted.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements; the Bureau of Elderly and Adult Services; the Division of Client Services, Disability Determination Unit; and the Division of Community Based Care Services. The team also included staff with significant business and management expertise.

The proposals were evaluated based on the criteria published in the Request for Proposals 15-DHHS-OHS-DCS-02. The proposal received from the University of Massachusetts

Medical School received the highest score and the vendor was selected to provide the services in the attached contract. The bid summary is attached.

The attached contract is for the provision of the services described in this request for twenty-one (21) months; and reserves the Department's right to renew the agreement for up to three (3) additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should Governor and Executive Council not approve this request the Department will not have sufficient clinical staff to administer the Pre-Admission Screening and Resident Review process; conduct Nursing Facility Level of Care determinations; and make Disability Determinations within the 90 day time frame established by federal and state regulations. This could subject the Department to legal action for noncompliance, as has happened in the past.

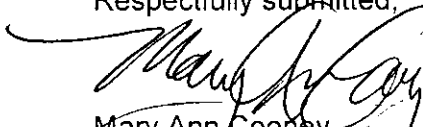
Geographic area served: Statewide

Source of Funds: 75% Federal Funds

25% General Funds

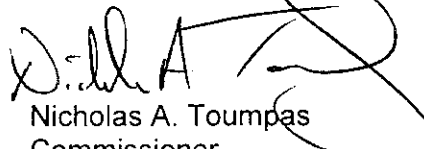
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**Fiscal Details for
PASRR, NF LOC and DDU Services**

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVC, EARLY INTERVENTION

SFY	Class/Account	Class Title	Activity Code	Total
2015	102-500731	Contracts for Program Services	93000002	\$200,000
Subtotal SFY 2015:				\$200,000

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

SFY	Class/Account	Class Title	Activity Code	Total:
2016	102-500731	Contracts for Program Services	93000002	\$200,000
Subtotal SFY 2016:				\$200,000

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

SFY	Class/Account	Class Title	Activity Code	Total
2015	102-500731	Contracts for Program Services	92000009	\$200,000
2016	102-500731	Contracts for Program Services	92000009	\$200,000
Subtotal SFY 2015& 2016:				\$400,000

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

SFY	Class/Account	Class Title	Activity Code	Total
2015	550-500398	Contracts for Program Services	48000009	\$275,000
2016	550-500398	Contracts for Program Services	48000009	\$327,475
Subtotal SFY 2015& 2016:				\$602,475

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

SFY	Class/Account	Class Title	Activity Code	Total
2015	046-500462	Contracts for Program Services	45142100	\$397,150
2016	046-500462	Contracts for Program Services	45142100	\$500,000
Subtotal SFY 2015& 2016:				\$897,150

STATE FISCAL YEAR 2015 TOTAL:	\$1,072,150
STATE FISCAL YEAR 2016 TOTAL:	<u>\$1,227,475</u>
CONTRACT TOTAL:	\$2,299,625



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

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

RFP # 15-DHHS-OHS-DCS-02

RFP Name

RFP Number

Bidder Name

1. Ascend Management Innovations
2. University of Massachusetts Medical School

Pass/Fail	Maximum Points	Actual Points
	755	355
	755	600

Reviewer Names

1. Mickie Grimes, Supervisor VII
2. Sally Varney, Quality Program Manager
3. Scott Beckwith, Supervisor IV
4. Michele Harlan, Admin of Comm M H Services
5. Leslie Mason, IT Manager DoIT
6. Cheryl Bergeron, Program Planning & Review Specialist
7. Mary Maggioncalda, Administrator II
8. Ken Merrifield, Business Administrator IV
- 9.

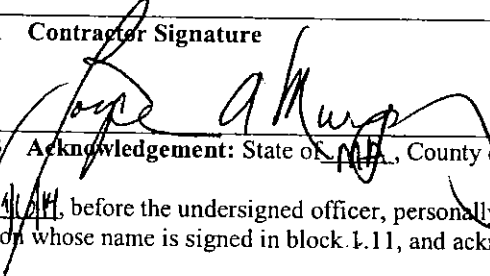
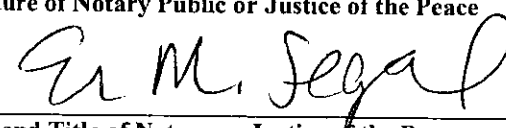
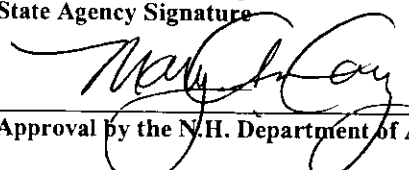
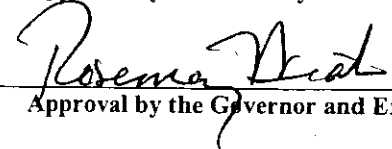
Subject: PASRR, NFLOC, DDU

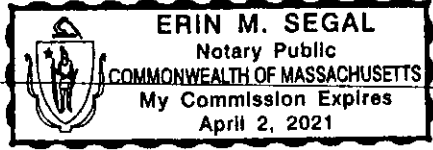
AGREEMENT

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 Division of Client Services		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name University of Massachusetts Medical School		1.4 Contractor Address 333 South Street Shrewsbury, MA 01545-2732	
1.5 Contractor Phone Number (508) 856-6222	1.6 Account Number 05-95-93-930010-7014 05-95-93-930010-5947 05-95-92-920010-5945 05-95-48-481510-6180 05-95-45-451010-7997	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$2,299,625
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joyce A. Murphy, Executive Vice Chancellor	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>WORCESTER</u> On <u>11/11/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Erin M. Segal, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory MARY ANN COATES Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>11-7-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: 

Date: 11/11/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall meet all applicable technical requirements for information technology systems in order to collect, store, and distribute client data. Current DDS data collection, transfer methods and protocols for MMIS shall remain in place. Any new Information technology systems used or developed to support the PASRR or NF-LOC portions of this contract must conform to the requirements in Exhibit A-1, Information Technology, when implemented.
- 1.2. For the purposes of this contract, all references to days shall be business days, meaning Monday through Friday between 8 A.M. and 4:30 P.M., with the exception of public holidays observed by the State of NH and UMass.
- 1.3. For the purposes of this contract, any reference to hours shall mean business hours Monday through Friday between 8 A.M. and 4:30 P.M., with the exception of public holidays observed by the State of NH and UMass.
- 1.4. The Contractor shall submit a detailed description of the language assistance services it will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services within ten (10) days from the contract effective date.
- 1.5. For the purposes of Pre-admission Screening Resident Review (PASRR) services in this contract, the Department shall ensure that hospitals, nursing facilities and other referring agents are aware of their responsibility to complete Level I Pre-Admission Screens.
- 1.6. For the purposes of Nursing Facility Level of Care (NF LOC) determination services in this contract, the Department shall ensure that ServiceLink Resource Centers and all No Wrong Door entities are aware of their responsibility to assist individuals in applying for community based care services.
- 1.7. For the purposes of Disability Determination (DD) services in this contract, the Department shall:
 - 1.7.1. Receive and review all applications for assistance under the Aid to the Permanently and Totally Disabled (APTD) and Medicaid for Employed Adults with Disabilities (MEAD).
 - 1.7.2. Assemble case files for APTD and MEAD determinations.
 - 1.7.3. Transfer case files to the Contractor via the Medicaid Management Information System (MMIS).

2. Scope of Work – Pre Admission Screening Resident Review



Exhibit A

-
- 2.1. The Contractor shall review all Level I Pre-Admission Screens (PAS) completed by nursing facilities, hospitals and other referring agents that identify individuals who are suspected of having mental illnesses (MI), intellectual disabilities (ID), or related conditions (RC). This review shall include, but not be limited to:
- 2.1.1. Confirming Level I PAS documentation available is:
 - 2.1.1.1. Sufficient in form and format to identify MI, ID or RC.
 - 2.1.1.2. Such that MI, ID or RC cannot be ruled out and a Level II Evaluation is needed.
 - 2.1.1.3. Sufficient in form and format to apply certain predetermined criteria for exemptions, exclusions and categorical determinations.
 - 2.1.2. Working with hospitals, nursing facilities or other referring agents to gather additional information necessary to identify suspected MI, ID, or RC pertinent to individuals seeking admission to or residing in a Medicaid Certified Nursing Facility. The Contractor shall accept additional information by fax or electronic submission, in accordance with HIPAA confidentiality requirements.
 - 2.1.3. Confirming that Level I PAS are signed by a medical doctor (MD), advanced registered nurse practitioner (ARNP), or physician assistant (PA)
 - 2.1.4. Prioritizing reviews of Level I screenings in accordance with the time that the Level I screening results are received by the Contractor.
 - 2.1.5. Determining the need to conduct Level II evaluations.
 - 2.1.6. Upon notification from hospitals, nursing facilities or other referring agents, approving temporary time-limited nursing facility admissions for individuals with MI, ID or RC when specific criteria are met. The Contractor may permit nursing facility admissions following a Level I PAS when the individual:
 - 2.1.6.1. Is currently a Medicaid recipient, as confirmed by the Contractor.
 - 2.1.6.2. Is being admitted from a hospital after receiving acute care (exempted hospital admissions), provided all conditions set forth in NH Administrative Rule He-M 1302.05 are met. The Contractor shall monitor the individual to ensure the stay is no longer than thirty (30) days.
 - 2.1.6.3. Meets the categorical requirements set forth in NH Administrative Rule He-M 1302.06 (categorical determinations), including having a primary diagnosis of dementia.



Exhibit A

- 2.1.6.4. Is being admitted for a respite stay of twenty (20) days or less within a one-year period.
- 2.1.6.5. Has been diagnosed with a documented terminal illness.
- 2.1.6.6. Has a severe physical condition that has resulted in extreme impairment, such as coma, ventilator dependence, or functioning at the brain stem cell.
- 2.1.6.7. Is being admitted and his/her cognitive status cannot be evaluated due to delirium. Stays under this provision must be evaluated upon the clearing of delirium but no later than thirty (30) days from the date of admission.
- 2.1.6.8. Is being admitted for convalescent and rehabilitative care from an acute care hospital. (Stays under this provision are limited to no more than ninety (90) days).
- 2.1.6.9. Is residing in the community but has evidence of a MI, ID or RC and he/she requires temporary nursing facility admission in an emergency protective services situation. Stays under this provision are limited to no more than seven (7) days.
- 2.1.7. Completing the reviews of Level I PAS and providing results to the appropriate referral source no later than five (5) hours of receiving the Level I PAS.
- 2.1.8. Providing the referral source with consent to immediately proceed with the individual's nursing facility placement if a MI, ID, or RC is not suspected, unless a nursing facility level of care determination is necessary for Medicaid payment purposes. If a nursing facility level of care determination is necessary for Medicaid payment purposes, make recommendation to the referral source to contact the:
 - 2.1.8.1. Referral source's social services department to initiate the application for Medicaid if the individual is not currently a Medicaid recipient.
 - 2.1.8.2. Department, following the No Wrong Door protocol, which may include the appropriate District Office in order to begin the application process.
 - 2.1.8.3. Local ServiceLink Resource Center for long term care options, counseling and referrals.
- 2.1.9. Providing all results to referral sources in accordance with HIPAA confidentiality regulations by fax, telephone or electronic submission.
- 2.1.10. Conducting face-to-face Level II evaluations on all individuals who present evidence of MI, ID or RC through Level I PAS described in Section 2.1. The Contractor shall:
 - 2.1.10.1. Confirm whether the individual:



Exhibit A

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- 2.1.10.1.1. Has MI, ID or RC.
 - 2.1.10.1.2. Requires nursing facility services.
 - 2.1.10.1.3. Requires specialized services, including but not limited to, rehabilitative services.
 - 2.1.10.2. Complete Level II Evaluations prior to an individual's admission to a nursing facility within:
 - 2.1.10.2.1. Five (5) days during the first twelve (12) months of the contract period.
 - 2.1.10.2.2. Four (4) days during the second twelve (12) months of the contract period.
 - 2.1.11. Developing a system for nursing facilities to report when an individual needs a resident review (RR) due to a significant change, as defined in NH Administrative Rule He-M 1302.13.
 - 2.1.12. Completing RR Level II evaluations on individuals residing in nursing facilities when there are significant changes that indicate the need for first time or updated Level II evaluations.
 - 2.1.13. Obtaining the minimum data requirements established in 42 CFR §483 to complete a Level II evaluation.
 - 2.1.14. Ensuring all final Level II evaluation determinations for individuals with MI are made using a DHHS approved form and signed by a Qualified Mental Health Professional (QMHP). The QMHP shall ensure:
 - 2.1.14.1. Level II evaluation reports, also known as the comprehensive summary of findings reports, comply with all elements in 42 CFR §483.128(i).
 - 2.1.14.2. Typed copies of the Level II evaluation reports in Section 2.1.14.1 are forwarded to all applicable parties specified in 42 CFR §483.128(l).
 - 2.1.14.3. Written reports summarizing and explaining the Level II evaluation reports, with notification letters, are issued within:
 - 2.1.14.3.1. Forty-eight (48) hours of the QMHP's Level II evaluation determinations.
 - 2.1.14.3.2. Five (5) days of all RR Level II evaluations.
 - 2.1.15. Ensuring all final Level II evaluation determinations for individuals with ID are made using a DHHS approved form and signed by a Qualified Mental Retardation Professional (QMRP). The QMRP shall ensure:

Date: 11/4/14



Exhibit A

- 2.1.15.1. Level II evaluation reports, also known as the comprehensive summary of findings reports, comply with all elements in 42 CFR §483.128(i).
- 2.1.15.2. Typed copies of the Level II evaluation reports in Section 2.1.15.1 are forwarded to all applicable parties specified in 42 CFR §483.128(l).
- 2.1.15.3. Written reports, summarizing and explaining the Level II evaluation reports, with notification letters, are issued within:
 - 2.1.15.3.1. Forty-eight (48) hours of the QMRP's Level II evaluation determinations.
 - 2.1.15.3.2. Five (5) days for all RR Level II evaluations.
- 2.1.16. Communicating Level II evaluation determinations and the appeals process to the applicants, residents or guardians in an understandable manner and language.
- 2.1.17. Communicating all Level II evaluation determinations that identify a need for specialized services, pursuant to Administrative Rule He-M 1302 and 42 CFR §483, within five (5) hours of determinations to the referral source by fax or electronic submission, in accordance with HIPAA requirements.
- 2.1.18. Documenting all Level II evaluation determination results in the Department's New HEIGHTS system.
- 2.2. The Contractor shall develop and implement a tracking system and process for ongoing identification and monitoring of the location of nursing facility residents identified as having MI, ID, or RC by:
 - 2.2.1. Conducting face-to-face evaluations as part of RR evaluations at the residents' nursing facilities during nursing facilities' normal business hours.
 - 2.2.2. Notifying nursing facilities of the need to conduct RR evaluations and coordinating with nursing facilities so as to cause minimal disruption to individuals' and facilities' schedules as possible.
 - 2.2.3. Developing an audit protocol and tool to ensure all federal requirements in 42 CFR 483 Subpart C are met. The Contractor's audit protocol shall ensure:
 - 2.2.3.1. Individuals conducting the Level I screenings are accurately and consistently reporting evidence of an individual's MI, ID or RC.
 - 2.2.3.2. Individuals identified as not having evidence of MI, ID or RC are not referred for Level II evaluations.

A handwritten signature in black ink, followed by the date "Date: 11/14/14" written in black ink.



Exhibit A

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- 2.2.3.3. New admissions to a Medicaid-certified nursing facility (NF) received Level I PAS prior to admission, regardless of payment source and known diagnosis, including those who met the PASRR exemptions, exclusions and categorical determinations.
 - 2.2.3.4. Appropriate notifications by Level I PAS screeners are made and documented, in writing or electronically, ensuring that individuals who met the hospital discharge exemption criteria are exempt from Level II screenings demonstrating that:
 - 2.2.3.4.1. Admissions were direct transfers from hospitals.
 - 2.2.3.4.2. Individuals require NF services for conditions for which care was given in hospitals.
 - 2.2.3.4.3. Attending physicians certified that NF stays are likely to be less than thirty (30) days.
 - 2.2.3.5. Written notices are provided to individuals and their legal representatives stating:
 - 2.2.3.5.1. A PASRR-qualifying diagnosis is suspected or known.
 - 2.2.3.5.2. A referral for Level II evaluation was made.
 - 2.2.3.6. Level I PAS are conducted by hospitals, nursing facilities or other referring agents on all individuals seeking admission to or residing in a Medicaid Certified Nursing Facility.
 - 2.2.4. Developing and implementing a Department-approved Quality Assurance Plan to ensure the quality and completeness of submitted data from nursing facilities regarding whether residents are promptly and appropriately identified as experiencing changes in MI, ID or RC that would require Level II evaluations. The Contractor's Quality Assurance Plan must include a Quality Improvement Plan for monitoring, enhancing and guaranteeing data integrity. The Contractor shall ensure Quality Assurance and Quality Improvement Plans:
 - 2.2.4.1. Are user-friendly for nursing facilities.
 - 2.2.4.2. Are correctly implemented.
 - 2.2.4.3. Achieve identified objectives.
 - 2.2.5. Establishing toll free telephone and fax lines as well as an e-mail address for use by providers, individuals who have been screened (Level I) and/or evaluated (Level II), legal guardians, representatives and families, ensuring consumers do not receive a busy signal when accessing the telephone and fax lines.



Exhibit A

- 2.2.6. Developing, maintaining and updating a tracking database in order to provide an electronic record for each Level I PAS and each Level II evaluation.
- 2.2.7. Participating in Administrative Appeal hearings, as requested or required by the Department. The Contractor shall:
 - 2.2.7.1. Prepare written fair hearing summaries, as requested.
 - 2.2.7.2. Ensure the QMHP or QMRP and other staff, as appropriate, are represented at all appeals resulting from denial or termination of services due to Level II evaluations.
- 2.2.8. Providing program education and training activities to nursing facilities, hospitals, psychiatric hospitals, health programs or facilities, social service agencies and other relevant institutions. The Contractor shall:
 - 2.2.8.1. Provide on-site training
 - 2.2.8.2. Develop a policy manual for use after training.
- 2.2.9. Collaborating with the Department to seamlessly transition all PASRR documents back to the Department or to a future contractor.
- 2.3. The Contractor shall develop and implement Department-approved Quality Assurance/Quality Improvement Plan to monitor and evaluate all components of PASRR services that includes strategies and timeframes for continuous quality improvement activities.

3. Scope of Work – Nursing Facility Level of Care

- 3.1. The Contractor shall ensure face-to-face nursing facility level of care (NF LOC) determinations are conducted by, at minimum, registered nurses based on criteria established by the Department in accordance with RSA 151-E, Administrative Rules He-E 801 and 802 and the Medical Eligibility Assessment (MEA) tool. The Contractor shall:
 - 3.1.1. Access information through the Department to identify:
 - 3.1.1.1. Individuals who are due for an annual NF LOC redetermination as identified in the Choices For Independence (CFI) Medicaid Waiver Report, currently available on a weekly basis.
 - 3.1.1.2. New applicants requiring NF LOC determinations as identified in New HEIGHTS, which must be accessed on a daily basis.
 - 3.1.2. Complete NF LOC new applicant determinations within five (5) business days of receiving notification of the new applications.



Exhibit A

- 3.1.3. Complete NF LOC redeterminations prior to the anniversary date of the most recent NF LOC determination.
- 3.1.4. Document NF LOC determination and redetermination results in the New HEIGHTS computer system on a daily basis.
- 3.1.5. Collaborate with the Department to implement work flow communication.
- 3.1.6. Request and review relevant medical records prior to concluding that initial NF LOC determinations or annual redeterminations are denied. The Contractor shall:
 - 3.1.6.1. Complete NF LOC determinations and redeterminations requiring reviews of additional medical records within twenty (20) days.
- 3.1.7. Ensure reviewers making the NF LOC determinations, or appropriately credentialed designee participate in the Department Administrative Appeal hearings when denied NF LOC determinations are appealed.
- 3.1.8. Refer individuals determined eligible for NF LOC services who are interested in community-based services to the Department's Long Term Care (LTC) Office.
- 3.2. The Contractor shall develop and implement Department-approved Quality Assurance/Quality Improvement Plans to monitor and evaluate all components of the NF LOC program that includes strategies and timeframes for continuous quality improvement activities.

4. Scope of Work – Disability Determination

- 4.1. The Contractor shall conduct disability determinations (DD) for individuals applying for APTD and MEAD. Disability determinations shall include, but not be limited to:
 - 4.1.1. Providing a Medical Review Team (MRT) consisting of registered nurses, vocational specialists, medical doctors, and psychologists, to review APTD and MEAD case files. The Contractor shall ensure the MRT consists of:
 - 4.1.1.1. Registered nurse disability reviewers who shall be responsible for:
 - 4.1.1.1.1. Completing sequential evaluations with recommendations to approve or deny services.
 - 4.1.1.1.2. Completing demographic information for each case.
 - 4.1.1.1.3. Determining Step 1 Substantial Gainful Activity.



Exhibit A

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- 4.1.1.1.4. Listing alleged impairments according to each client report.
 - 4.1.1.1.5. Determining and listing evidentiary documentation for severe impairments.
 - 4.1.1.1.6. Listing confirmed diagnoses when applicable
 - 4.1.1.1.7. Using current SSI listings to complete sections and sub-sections for each impairment, including the dates of relevant medical evidence and the providers' names.
 - 4.1.1.1.8. Documenting whether the impairment(s) meet duration requirement (48 months).
 - 4.1.1.1.9. Completing applicable Residual Functional Capacity Assessment(s) (RFC), when applicants do not meet listings.
 - 4.1.1.1.10. Determining if applicant is able to perform previous relevant work.
 - 4.1.1.1.11. Documenting if applicant is able to perform any work.
 - 4.1.1.1.12. Completing summaries and recommendations.
- 4.1.1.2. Physician Reviewers and Psychiatrist/Psychologist Reviewers who shall be responsible for:
- 4.1.1.2.1. Reviewing charts, medical records and Medical Eligibility Review Summaries (MERS).
 - 4.1.1.2.2. Performing Residual Function Capacity (RFC) screenings, as needed.
 - 4.1.1.2.3. Making final recommendations.
 - 4.1.1.2.4. Summarizing approvals and denials.
 - 4.1.1.2.5. Determining and listing re-review dates.
- 4.1.2. Ensuring the MRT completes the Medical Eligibility Review Summary/5-Step Sequential Evaluation Process within the federally mandated time frames established by 20 CFR Part 416. The Contractor shall :
- 4.1.2.1. Approve or deny each application received.
 - 4.1.2.2. Record decision results through the use of the MMIS system.
 - 4.1.2.3. Provide a decision letter for each application reviewed.
 - 4.1.2.4. Ensure denial letters state the alleged disability and why it did not meet the criteria.

Date: 2/2/14



Exhibit A

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- 4.1.2.5. Ensure individuals applying for services receive information regarding:
 - 4.1.2.5.1. The right to appeal.
 - 4.1.2.5.2. How to initiate an appeal.
 - 4.1.2.5.3. The right to represent oneself or have others, including an attorney, represent him/her.
 - 4.1.3. Ensuring availability of various MRT members to the Department in order to provide information regarding determinations being appealed.
 - 4.2. The Contractor shall identify primary contacts for resolution of any Department questions regarding courses of action on files or Contractor procedures.
 - 4.3. The Contractor shall ensure staff is available to communicate with the Department during business hours between 8:00 am through 4:30 PM (EST/EDST), Monday through Friday, excluding NH State and UMass holidays.
 - 4.4. The Contractor shall travel to meet with Department staff and physicians, as necessary.
 - 4.5. The Contractor shall ensure the security and logistics structure for handling of case files comports with HIPAA. The Contractor shall:
 - 4.5.1. Ensure all applicable files and relevant review materials and supporting documentation for making determinations are returned to the Department via courier with a corresponding list for verification upon receipt by the Department.
 - 4.6. The Contractor shall develop and implement a Department-approved Quality Assurance/Quality Improvement Plans to monitor and evaluate all components of the Disability Determination program that includes strategies and timeframes for continuous quality improvement activities.
- 5. Reporting Requirements**
- 5.1. The Contractor shall provide monthly disability determination reports to the Department that include:
 - 5.1.1. The number of disability determinations completed.
 - 5.1.2. The number of disability determinations denied.
 - 5.2. The Contractor shall provide PASRR reports to the Department that include, but are not limited to:
 - 5.2.1. Annual state fiscal year reports by August 1 that include, but are not limited to the following:



Exhibit A

- 5.2.1.1. The number of Level I PAS reviewed; results of the reviews; the number of Level II evaluations; and results of the evaluations delineated by regions of the State.
- 5.2.1.2. The number of Level II evaluations conducted due to significant changes in status, on-site medical reviews sorted by outcome and service determination with volume totals for each type and category.
- 5.2.1.3. Turnaround time frames calculated from date of referral to completion with the total number of reviews and average/median turnaround time.
- 5.2.1.4. Demographic information sorted by determination and type.
- 5.2.2. Monthly PASRR reports by the end of the following calendar month that include, but are not limited to, the following:
 - 5.2.2.1. Client names
 - 5.2.2.2. Demographic information for Level I PAS.
 - 5.2.2.3. Demographic information for Level II evaluations.
 - 5.2.2.4. Payment status for Level I PAS and Level II evaluations.
 - 5.2.2.5. Referral status that includes turnaround time from referral date to completion of Level II evaluations.
 - 5.2.2.6. The number of Level II evaluation determinations.
 - 5.2.2.7. Demographic information for persons in need of specialized services.
- 5.2.3. Ad-hoc reports, as requested, with the ability to reflect volumes of reviews; volumes of outcomes; percentages of outcomes of each review type; and average lengths of stay per category.
- 5.3. The Contractor shall provide NF LOC reports to the Department that include, but are not limited to:
 - 5.3.1. Monthly reports due by the end of the following calendar month specifying the:
 - 5.3.1.1. Number of determinations and redeterminations completed for the month.
 - 5.3.1.2. Length of time from application to determination for all initial determinations.
 - 5.3.1.3. Number of redeterminations completed prior to the end of the last month of eligibility.
 - 5.3.1.4. Number of redeterminations not completed prior to the end of the last month of eligibility.



Exhibit A

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- 5.3.1.5. Number of each type of individuals' places of residence.
 - 5.3.1.6. Number of denials.
 - 5.3.1.7. Number of denials appealed and status of those appeals.
 - 5.3.1.8. Report the reason for each initial or redetermination requiring additional medical information not completed within twenty (20) days to the Department.



6. Deliverables for Required Services

- 6.1. The Contractor shall complete all disability determinations and return completed files within thirty (30) days from receiving applicant information from the Department. This timeline does not apply for cases found to require further development after receipt by Contractor, such as the need for additional medical records or consultative exams. Cases extending beyond 30 days must be documented in the MMIS.
- 6.2. NH DDU will work with UMass to arrange a rate of case referrals appropriate to the total volume of cases to be processed by UMass during the term of this Agreement. The target rate of case referrals will be approximately 40 files per week. Files delivered in excess of this amount will not be subject to the 30 day completion standard.
- 6.3. Contractor and DHHS will work together to ensure a smooth transition of PASRR and NF LOC activities described here in, including the provision of training, guidance and systems related to these activities.
- 6.4. The Contractor shall complete all PASRR Level I and PASRR Level II determinations within the time frames established by the Department.
- 6.5. The Contractor shall complete all Nursing Facility Level of Care determinations with the time frames established by the Department.
- 6.6. The Contractor shall complete the transition of PASRR services within the following timeframes:
 - 6.6.1. Within thirty (30) days of the contract effective date, implement Phase 1-Discovery/Assessment. The Contractor shall:
 - 6.6.1.1. Collaborate with the Department to create transparency and open communication among key Contractor and DHHS staff in order to establish administrative presence.
 - 6.6.1.2. Meet with DHHS PASRR staff to ascertain the strength and weakness of the current PASRR systems and resources in order to detail process changes.
 - 6.6.1.3. Meet with DHHS to acquire metrics relating to volume of records, related documentation and data elements to be transferred, which include but are not limited to:
 - 6.6.1.3.1. PASRR tracking log and related data sets including:
 - 6.6.1.3.2. Data on individuals with SMI, ID or RC.
 - 6.6.1.3.3. Demographic information such as NF of record, guardian information when applicable and prior RR evaluation dates.



Exhibit A

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- 6.6.1.3.4. Client files containing all prior Level II evaluations and related documents.
 - 6.6.1.3.5. PASRR process training materials, policy and procedure manuals and notices.
 - 6.6.1.4. Collaborate with DHHS to develop a list of PASRR referral entities and other stakeholders implicated in PASRR transition requiring notification of change and/or training.
 - 6.6.2. Within forty-five (45) days of the contract effective date, implement Phase 2-Planning. The Contractor shall:
 - 6.6.2.1. Provide a communication plan for DHHS review and approval detailing when the transition will occur, including the distribution methods for notices to referral entities and stakeholders as well as responsible noticing entities.
 - 6.6.2.2. Provide draft notices for DHHS review and approval.
 - 6.6.2.3. Provide a document transfer plan for DHHS review and approval that details the timing and logistics for records, documentation and data transfers.
 - 6.6.2.4. Provide a phased transition plan to DHHS for approval that details the transition of PASRR functions based on referral source geographic area as follows:
 - 6.6.2.4.1. Southern NH Transition. The Contractor shall assume the PASRR Level I and II screens for the southern half of the state.
 - 6.6.2.4.2. Northern NH Transition. The Contractor shall assume the Level I and II screens for the remaining northern half of the state no later than thirty (30) days of the transition identified in Section 6.4.2.4.1.
 - 6.6.3. Within seventy-five (75) days of the contract effective date implement Phase 3-Southern NH Transition and Operations. The Contractor shall:
 - 6.6.3.1. Deploy the approved communications plan described in Section 6.4.2.1.
 - 6.6.3.2. Transfer records documentation and data, according to the DHHS approved transfer plan described in Section 6.4.2.3.
 - 6.6.3.3. Assume statewide PASRR Level I and II screens and evaluations activities.
 - 6.6.3.4. Monitor daily referral volume, telephone inquiries and staff productivity.



Exhibit A

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- 6.6.3.5. Meet with DHHS staff on a weekly basis to review transition progress, barriers and address problems.
 - 6.6.3.6. Deploy Northern NH Transition Communications Plan and assume PASRR Level I and II screens as described in Section 6.4.2.4.2.
 - 6.6.4. Within eighty-nine (89) days of the contract effective date, implement Phase 4-Northern NH Transition and Operations. The Contractor shall:
 - 6.6.4.1. Deploy the approved communications plan described in Section 6.4.2.1.
 - 6.6.4.2. Transfer records documentation and data, according to the DHHS approved transfer plan described in Section 6.4.2.3.
 - 6.6.4.3. Assume statewide PASRR Level I and II screens and evaluations activities.
 - 6.6.4.4. Monitor daily referral volume, telephone inquiries and staff productivity.
 - 6.6.4.5. Meet with DHHS staff on a weekly basis to review transition progress, barriers and address problems.

EXHIBIT A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY								
Req ID	Description	Category	Priority	Standard	Comments	Pass/Fail	Weight	Compliance
A2.0	State data must be available in an open data format as specified in RSA 219-11 and 219-13.	M	No	N/A	MS Access used for reporting until NH MMIS reports are available	No	Future	Compliance from contract
B2.0	Users with standard access need to be authenticated with a unique user identifier and password	M	Yes	Standard		No	Future	Compliance from contract
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	No	Future	60 days from approval of contract	No	Future	Compliance from contract
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	Yes	Standard		No	Future	Compliance from contract
B2.3	Password expiration policies to include a mandatory password reset intervals after a maximum of 60 days	M	Yes	Standard		No	Future	Compliance from contract
B2.4	User account access is locked after three failed login attempts	M	Yes	Standard		No	Future	Compliance from contract
B2.5	Terminated or transferred staff are removed from access immediately	M	Yes	Standard		No	Future	Compliance from contract
B2.6	Systems automatically log out a user after 15 minutes of inactivity, and after maximum session duration	M	Yes	Standard		No	Future	Compliance from contract
B2.7	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard		No	Future	Compliance from contract
B2.8	User access needs to be limited to HTTPS/SSL	M	No	N/A	On our internal network behind firewall	No	Future	Compliance from contract
B2.9	All administrative access to require SSL VPN and use two factor authentication leveraging RSA tokens	M	No	N/A	On our internal network behind firewall	No	Future	Compliance from contract
B2.10	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard		No	Future	Compliance from contract
B2.11	Keep any sensitive data or communications private from unauthorized individuals and programs.	M	Yes	Standard		No	Future	Compliance from contract
B2.12	Subsequent application enhancements or upgrades shall not remove or degrade security (controls)	M	Yes	Standard		No	Future	Compliance from contract
B2.13	Create change management documentation and procedures	M	Yes	Standard		No	Future	Compliance from contract
B2.14	Systems changes need to be logged, reviewed and updated regularly by a compliance manager, senior managers and the IT security officer	M	Yes	Standard		No	Future	Compliance from contract
C1.0	Provide the State with validation of 3rd party penetration testing performed on the application and system environment.	M	Yes	Standard		No	Future	Compliance from contract
D4.0	Verify that UMass 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				No	Future	Compliance from contract
D4.1	Alarms, restricted access, logbook, CCTV monitored 24 x 7 x 365 and retained for 90 days, caged / locked environment	M	Yes	Standard		No	Future	Compliance from contract
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	Yes	Standard		No	Future	Compliance from contract
D4.3	Firewalls - all external connections needs to terminate at the firewall (internet, intranet)	M	Yes	Standard		No	Future	Compliance from contract
D4.4	Documented process for securing and hardening all network devices; devices are configured to prevent communications from unapproved networks	M	Yes	Standard		No	Future	Compliance from contract
D4.5	Network traffic and audit event logs are maintained	M	Yes	Standard		No	Future	Compliance from contract

UMASS
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Exhibit A-1 Technical Requirements

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Contractor Initials *[Signature]*

Date *11/1/14*

EXHIBIT A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY								
Req. ID	Description	Category	Response	Standard	Notes	Yes/No	Score	Comments
D4.6	Isolated production server and IP subnets, insecure protocols disabled, restricted access to diagnostic and maintenance ports on network drives	M	Yes	Standard		Yes	100%	Compliant
D4.7	Vulnerability is assessed by daily server antivirus scans, all emails are scanned via patch management solutions; Symantec/ARIS in the data center, LANDesk on user LAN. Penetration tests are performed quarterly and all external links are blocked	M	No	Custom	Penetration tests are annual	No	0%	Non-compliant
D4.8	Email servers to continuously scan for viruses embedded within attachments	M	Yes	Standard		Yes	100%	Compliant
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	Yes	Standard		Yes	100%	Compliant
D4.10	Access into the Data Center is protected by electronic badge and biometric authentication systems	M	Yes	Standard		No	0%	Non-compliant
D4.11	Data at rest encryption for data housed within the data center	M	No	N/A	We have physical and virtual mitigating controls to protect data at rest.	No	N/A	Not Compliant
D4.12	All encryption needs to be at least 2,048 bit	M	Yes	Standard		No	0%	Non-compliant
D4.13	Electrical support system to ensure 7x24x365 continuous electrical supply to the data center hosting NH systems	M	Yes	Standard		No	0%	Non-compliant
E5.1	The Provider shall employ security measures to ensure that the State's application and data is protected.	M	Yes	Standard		Yes	100%	Compliant
E5.2	State data exchanges between and among servers must be encrypted.	M	No	N/A	No server to server data exchanges	No	0%	Non-compliant
E5.3	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	Yes	Standard		No	0%	Non-compliant
E5.4	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	Yes	Standard		No	0%	Non-compliant
E5.5	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 malware code.	M	No	N/A	There is no code development.	No	0%	Non-compliant
E5.6	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	Yes	Standard		Yes	100%	Compliant
E5.7	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	Yes	Standard		Yes	100%	Compliant
E5.8	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	Yes	Standard		Yes	100%	Compliant
E5.9	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	Yes	Standard		Yes	100%	Compliant

EXHIBIT A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY								
ID	Description	DDU/ PASSR/ NF/ LOC SYSTEM			PASRR/ LOC/ DDU/ PASSR SYSTEM			
		Category	Required	Standard	Category	Required	Standard	
FE.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	Yes	Standard		Yes	Passing	Compliance with (Passing)
FE.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	Yes	Standard		No	Fail	Compliance with (Fail)
FE.2	Provider shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard		No	Fail	Compliance with (Fail)
G7.0	Training document and procedure for UMASS 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	Yes	Standard		Yes	Passing	Compliance with (Passing)
G7.1	Security training document and procedure that will be used by UMASS for the DHHS PASRR manager and DHHS staff to access reports remotely and for real time access to data	M	No	N/A	DHHS uses the NH MMIS for reporting	No	Fail	Compliance with (Fail)
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	Yes	Standard		Yes	Passing	Compliance with (Passing)
G7.3	Procedure for design and implementation of role based security for all the systems used by UMASS for the NH DHHS project	M	Yes	Standard		Yes	Passing	Compliance with (Passing)
G7.4	Procedure for granting and terminating access to MMIS and New HEIGHTS for UMASS staff	M	Yes	Standard		Yes	Passing	Compliance with (Passing)
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	No	Custom	Can be tailored to meet the specific needs.	Yes	Passing	Compliance with (Passing)
HE.0	Procedure to identify the system requirements and specifications to design the case tracking/reporting systems that will be built for NH DHHS	M	No	N/A	DHHS uses the NH MMIS for reporting	No	Fail	Compliance with (Fail)
HE.1	Procedures used to ensure the system infrastructure will be designed to support internal audit capability and comply with HIPAA standards	M	No	N/A	No new infrastructure to be designed	No	Fail	Compliance with (Fail)
HE.2	Security procedures used for administration of the cloud-based Quickbase system	M	No	N/A	Quickbase is not used	No	Fail	Compliance with (Fail)
HE.3	Procedure used for creating management reports, PASRR Level II reports and other reports required for New Hampshire's PASRR activities	M	No	N/A	Not PASRR - Use MMIS	No	Fail	Compliance with (Fail)
HE.4	Procedures used to identify records, data sets and related documents for transfer to UMASS from DHHS	M	Yes	Standard		Yes	Passing	Compliance with (Passing)
HE.5	Procedure for creation/configuration of secure email exchange between DHHS and UMASS	M	Yes	Standard		Yes	Passing	Compliance with (Passing)
HE.6	Procedure to reconcile if document will be sent to the DDU or Xerox processing center, via a secure email, fax, or courier	M	Yes	Standard		No	N/A	Fail
HE.7	Risk management procedures for IT systems used for NH DHHS by UMASS	M	No	Future	Risk management procedures can be created.	No	Fail	Compliance with (Fail)
HE.8	Procedure used by UMASS to track inadvertent disclosures and monitor their appropriate reporting and resolution	M	Yes	Standard		Yes	Passing	Compliance with (Passing)
HE.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	Yes	Standard		Yes	Passing	Compliance with (Passing)
HE.10	Procedure to ensure security is integral and up-front to all designs	M	No	N/A	No new infrastructure to be designed	No	Fail	Compliance with (Fail)
HE.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	Yes	Standard		Yes	Passing	Compliance with (Passing)

UMASS
DDU/PASSR/NF-LOC

Exhibit A-1 Technical Requirements

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Contractor Initials *[Signature]*

Date 11/14/14

EXHIBIT A-1 Technical Requirements

EXHIBIT A-1, INFORMATION TECHNOLOGY								
Req ID	Description	Category	Response	Standard	Comments	Pass	Pass/Fail	Comments
HE.12	Submit a document that details the applicable SSA regulations to the New Hampshire project	M	Yes	Standard	See RFP response pages 26-30 and link to SSA POMS	Yes	N/A	Not SA req
HE.13	Provide business and technical architecture for clinical eligibility tracking using Intuit Quickbase database	N/A	No	N/A	Not Quickbase	No	N/A	Not SA req/Not Quickbase req
HE.14	Provide business and technical architecture for a claims reconciliation system use for the Nursing Home Application	N/A	No	N/A	Not a DDU function	No	N/A	Not SA req/Not Quickbase req
HE.15	Provide business and technical architecture for the Community Case Management database	N/A	No	N/A	Not a DDU function	No	N/A	Not SA req/Not Quickbase req
HE.16	Evidence that UMASS staff assigned to the DHHS project have received HIPAA training and the date each staff received this training	M	Yes	Standard		Yes	Standard	
HE.17	Copy of the confidentiality document that is used by UMASS 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	Yes	Standard		Yes	Standard	
HE.18	Last date, when UMASS reviewed Data Center policies, procedures, and practices to ensure that security adheres to relevant regulatory requirements	M	Yes	Standard		Yes	Standard	
HE.19	Certify that the system(s) used by UMASS 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 332-1:1-15.	M	No	Custom	laws, regulations, standards, and executive orders are under review	No	Custom	Under review, but not SA req/Not SA req
HE.20	Certify that UMASS 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 UMASS	M	Yes	Standard		Yes	Standard	
HE.21	Certify that UMASS will use a secure encrypted email system for secure email between NH DHHS and UMASS	M	Yes	Standard		Yes	Standard	
HE.22	Certify that hard copy documents to be discarded will be placed in a locked box for shredding	M	Yes	Standard		Yes	Standard	
HE.23	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	No	N/A	Not SQL	No	Custom	Custom encryption/2FA req
HE.24	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	No	N/A	No UI	No	Custom	Custom encryption/2FA req
HE.25	Certify that the systems used for the NH DHHS project will be hosted in the UMASS 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	Yes	Standard		Yes	Standard	Handled by SA req/Not SA req/Not SA req
HE.26	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	Yes	Standard		Yes	Standard	

UMASS
DDU/PASSR/NF-LOC

Exhibit A-1 Technical Requirements

Page 4 of 4

Contractor Initials *[Signature]*

Date 11/14/14



Method and Conditions Precedent to Payment

1. This contract is funded by federal Medicaid funds. The contractor must ensure compliance with CFDA #93.778.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, as follows:
 - 2.1. Cost reimbursement for Nursing Facility Level of Care (NF LOC) and Pre-Admission Screening Resident Review (PASRR) services shall not exceed \$1,299,350.
 - 2.2. Cost reimbursement for Disability Determination (DD) activities shall not exceed \$794,025.
 - 2.3. Cost reimbursement for developing and maintaining Information Technology (IT) systems in order to meet IT contract requirements shall not exceed \$206,250.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided, in accordance with the approved unit rates for activities in Exhibit B-1, Unit Rates.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices for reimbursement of actual expenses incurred during the month. 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.
 - 4.2. Invoices identified in Section 4.1 must be submitted to:

Donna Walker, Financial Manager
NH Department of Health and Human Services
Bureau of Behavioral Health
105 Pleasant St.
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 sixty (60) 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transfer the funds within the budget and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

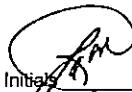

Date 11/14/14

Exhibit B-1

Unit Rates for Activities

	Year 1 Volume	Year 1 Rate	Year 2 Volume	Year 2 Rate
PASRR I	1 - 616	\$46.11 per case	1 - 770	\$48.35 per case
	617 - 1,232	\$28.38 per case	771 - 1,540	\$29.76 per case
PASRR II	1 - 208	\$289.60 per case	1 - 260	\$304.50 per case
	209 - 416	\$178.22 per case	261 - 520	\$187.38 per case
NF LOC (Desk)	1 - 1,815	\$57.54 per case	1 - 2,268	\$60.35 per case
	1,816 - 3,629	\$35.41 per case	2,269 - 4,536	\$37.14 per case
NF LOC (Face to Face)	1 - 1,186	\$376.92 per case	1 - 1,483	\$396.52 per case
	1,187 - 2,372	\$231.95 per case	1,484 - 2,965	\$244.01 per case
Appeals Consults	Any and all	\$93.02 per hour	Any and all	\$93.02 per hour
Physician Consults	Any and all	\$110.00 per hour	Any and all	\$110.00 per hour
IT Costs	Fixed Cost	\$165,000.00	Fixed Cost	\$41,250.00
DDU	1 - 2,000	\$275.00 per case	1 - 2,000	\$275.00 per case
	2,001-	\$250.00 per case	2,001-	\$250.00 per case

Contractor Initials: *Law*
 Date: 11/14/14



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;

[Handwritten Signature]
11/6/14



- 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.

[Handwritten Signature]
Date 11/1/14

New Hampshire Department of Health and Human Services
Exhibit C



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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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


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

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

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

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

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

Contractor Initials 
Date 11/6/14



ADDITIONAL SPECIAL PROVISIONS

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

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 provide reasonable written notification to the Contractor and, upon such notification, have the right to withhold payment until such funds become available, if ever. The State, in consultation with the Contractor, 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, ninety (90) 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.

A handwritten signature in black ink, appearing to be "L. S. A.", written over the "Contractor Initials" and "Date" fields.



- 10.6 The Department reserves the right to renew this Agreement for up to three (3) additional years, subject to mutual agreement, continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.
3. Subparagraph 13 of the General Provisions of this contract, Indemnification, is replaced as follows:
- The Contractor shall comply with any and all requirements of this Agreement; in the event that the Contractor fails to comply with any such requirements, including, but not limited, to disclosure of any PHI in violation of this Agreement, the Covered Entity may pursue all available remedies, at law and in equity, including without limitation any damages or losses it suffers from Contractor's breach of this Agreement. The respective rights and obligations of Contractor under this Agreement shall survive termination for this Agreement. 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.
4. Subparagraph 14 of the General Provisions of this contract, Insurance, is revised as follows:
- Subparagraph 14.1.2 of the General Provisions shall be struck.
- Subparagraph 14.3 is replaced as follows:
- The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide notice in accordance with the policy provisions. The Contractor shall provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.
5. Standard Exhibit C of this contract, Special Provisions, is revised as follows:
- The preamble is replaced as follows:
- 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 the Department and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
- Subparagraph 3 – Documentation, is replaced as follows:
3. **Documentation:** The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may

New Hampshire Department of Health and Human Services
Exhibit C-1



request or require. Contractor shall provide documentation as required for all applicants as described in Exhibit A – Scope of Services.

Subparagraph 6 – Retroactive Payments, shall be struck.

Subparagraphs 7, 7.1, 7.2, and 7.3 – Conditions of Purchase, shall be struck.

Subparagraph 8.2 – is replaced as follows:

Contractor shall maintain records as specified in Exhibit A – Scope of Services

Subparagraph 8.3 – Medical Records, shall be struck.

The subparagraph entitled "Definitions – UNIT" is replaced as follows:

UNIT: For each service that the Contractor is to provide for the Department hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B and Exhibit B-1 of the Contract.

6. Standard Exhibit I of this contract, Business Associate Agreement, is revised as follows:

Subparagraph (3) a. is revised as follows:

The Business Associate shall notify the Covered Entity's Privacy Officer without unreasonable delay and in no case later than three (3) business days following the date upon which 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.

The last sentence of Subparagraph (3) b. is revised as follows:

The Business Associate shall complete the risk assessment without unreasonable delay and in no case later than three (3) business days of discovery of the breach and report the findings of the risk assessment in writing to the Covered Entity.

Subparagraph (6) f. is revised as follows:

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 provisions of section (3) e (as amended) and Paragraph 13 of the standard terms and conditions (P-37), (as amended) shall survive the termination of the Agreement.

Subparagraph 3(e) is revised as follows:

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

New Hampshire Department of Health and Human Services
Exhibit C-1



the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement (as amended) for the purpose of use and disclosure of protected health information.



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



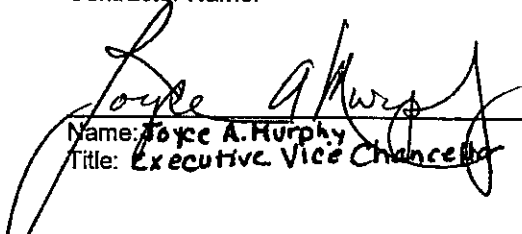
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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:

11/6/14
Date


Name: Joyce A. Murphy
Title: Executive Vice Chancellor

Contractor Initials: JAM
Date: 11/6/14



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:

11/6/14
Date

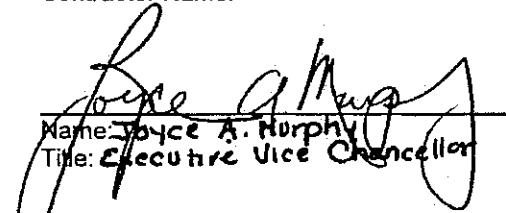

Name: Joyce A. Murphy
Title: Executive Vice Chancellor

Exhibit E - Certification Regarding Lobbying

Contractor Initials: JAM

Date: 11/6/14



**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

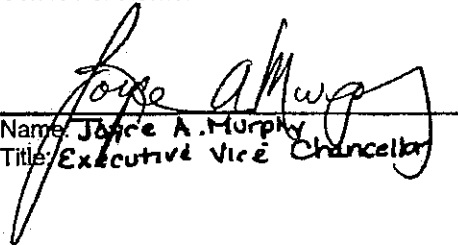
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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:

11/6/14
Date


Name: Joseph A. Murphy
Title: Executive Vice Chancellor

Contractor Initials


Date 11/6/14



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

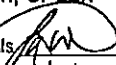
The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

Contractor Initials: 
Date: 11/6/14

New Hampshire Department of Health and Human Services
Exhibit G



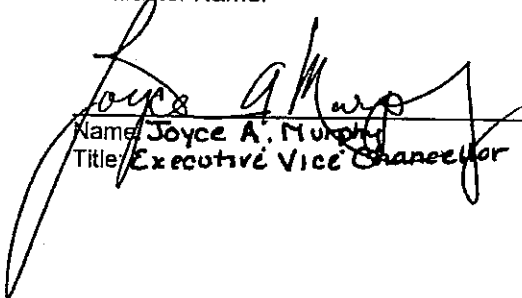
against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name:

11/6/14
Date


Name: Joyce A. Murphy
Title: Executive Vice Chancellor

Contractor Initials JAM
Date 11/6/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

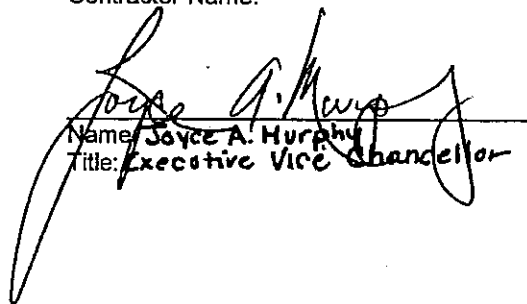
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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:

11/6/14
Date


Name: Joyce A. Murphy
Title: Executive Vice Chancellor

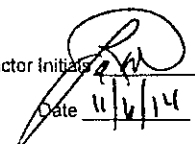
Contractor Initials 
Date 11/6/14



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.

3/2014

Contractor Initials

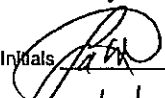

Date 11/12/14



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

3/2014

Contractor Initials

Date

11/16/14



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

[Handwritten Signature]
Date 11/6/14



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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHH S
The State

University of Massachusetts Medical School
Name of the Contractor

[Signature]
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

MARY ANN COONEY
Name of Authorized Representative

Joyce A. Murphy
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Vice Chancellor
Title of Authorized Representative

11/6/14
Date

11/6/14
Date

Contractor Initials [Signature]
Date 11/6/14



**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.

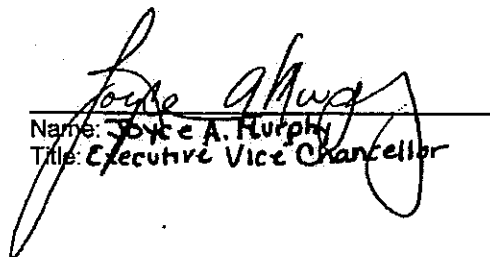
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

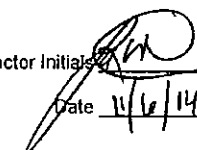
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:

11/6/14
Date


Name: Joyce A. Murphy
Title: Executive Vice Chancellor

Contractor Initials: 
Date: 11/6/14



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: 603847393
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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

Contractor Initials: [Signature]
Date: 11/11/14