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

Jeffrey A. Meyers
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9422 1-800-852-3345 Ext. 9422

Deborah H. Fournier, Esq.
 Medicaid Director

Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 5, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Medicaid Services, to enter into an agreement with Navigant Consulting, Inc., Vendor #175497-R002, 30 South Wacker Drive, Suite 3100, Chicago, IL, 60606, in an amount not to exceed \$204,300, to work under the direction of the Office of Medicaid Services to develop an implementation plan for the inclusion of select long-term services and supports (Choices for Independence waivers and nursing facility services) into the State's Medicaid Managed Care (MMC) program, effective upon date of Governor and Council approval through June 30, 2019. Funds are 50% Federal Funds and 50% General Funds.

Funds are available in the following account in SFY 2017, and are anticipated to be available in SFY 2018 and SFY 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-47-470010-79370000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS, OFC OF MEDICAID & BUS PLCY, MEDICAID ADMINISTRATION

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2017	102/500731	Contracts for Program Svcs	47000021	15,000
SFY 2018	102/500731	Contracts for Program Svcs	47000021	140,750
SFY 2019	102/500731	Contracts for Program Svcs	47000021	48,550
			Total	\$204,300

EXPLANATION

The purpose of this agreement is to provide support to The Department with the development of a managed long-term supports and services (MLTSS) implementation plan that meets federal, Medicaid regulatory requirements and addresses policymaker and stakeholder priorities. Specifically, the contractor will support the development of a compliant implementation plan for the inclusion of Choices for Independence (CFI) waiver and nursing facility services into the state's Medicaid Managed Care (MMC) program.

The Department commenced the Medicaid Managed Care program in December 2013, providing acute-care medical services primarily to low-income children and adults, senior citizens, people living with disabilities, pregnant women, newborns, and those receiving breast and cervical cancer treatments. While not all Medicaid-eligible individuals are required to obtain their health coverage through the Medicaid Care Management program, at the present time, approximately 133,190 individuals receive their short-term health care services through this program. It is currently administered by two Medicaid managed care organizations. The current managed care contracts are full-risk contracts utilizing capitated rates.

The Medicaid managed care authorizing legislation SB 147, enacted in 2011, contemplated a five year agreement between the state and participating Medicaid managed care health plans, inclusive of all services, including long-term care services. However, the administration of Medicaid through the managed care delivery system did not begin until December of 2013 and to date, Medicaid funded long-term supports and services have remained outside of Medicaid's managed care delivery system.

To that end, SB 553, enacted in 2016, initiated a public process involving carriers and a variety of stakeholders, inclusive of providers, agency associations, the counties, and families, to support the development of a plan for the incorporation of long-term services and supports into the Medicaid managed care delivery system. The initial meeting was held in August 2016 and has continued to meet throughout the remainder of 2016 and into 2017.

In January of 2017, the Administration indicated that the incorporation of Nursing Facility (NF) and Choices for Independence (CFI) waiver services into the Medicaid managed care delivery system was a priority for January of 2018. In March of 2017, SB 155 provided for an alternative effective date, January of 2019, for the incorporation of NF and CFI services into managed care and a re-procurement of the managed care contracts. Recent amendments to SB 155 moved the effective date to July of 2019. The Department, with the support of the MLTSS consultant, will work with the SB 553 workgroup, and advance a draft implementation plan, with timeline and milestones, once an effective date for all of these events have been finalized. Following the development of the SB553 workgroup plan, the plan will be vetted publicly through the 60 day public notice and comment period described in the authorizing language of SB 553.

In addition, the contractor will also provide specific recommendations to the Department for amending New Hampshire's Choices for Independence 1915 (c) and concurrent 1915 (b) Medicaid waivers, which are legal instruments required by the Centers for Medicare and Medicaid Services. The contractor will also provide timely subject-matter expertise on MLTSS best practices and other state approaches to the incorporation of long-term services and supports into a Medicaid managed care delivery system.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorize this request, the Department may be unable to meet the legislative requirement of SB 553 and develop an implementation plan for the inclusion of select long-term services and supports into the Medicaid Managed Care delivery system in a manner that is consistent with SB155 and federal Medicaid requirements.

The Department published a request for proposals on its web site from February 27, 2017 through March 15, 2017. The Department received three proposals/. The three proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department then selected Navigant Consulting to provide these services based on its high score. The Bid Summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to one (1) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

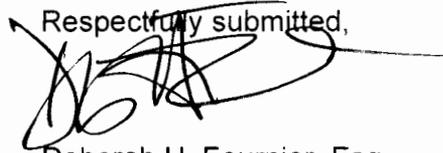
- Development of an MLTSS Implementation Plan by a date, to be determined by mutual agreement of the DHHS and the Contractor.
- Specific amendment recommendations for New Hampshire's Choices for Independence 1915 (c) waiver and concurrent (b), by a date, to be determined by mutual agreement of the DHHS, and the Contractor.
- Provides subject matter expertise as requested by DHHS within 72 hours of request.

Area served: Statewide.

Source of Funds: 50% Federal Funds from the Title XIX Medicaid and 50% General Funds.

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

Respectfully submitted,



Deborah H. Fournier, Esq.
Medicaid Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Managed Long-Term Care Services & Supports Consulting Services, RFP-2017-OMS-02-MANAG

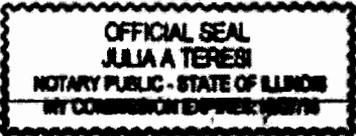
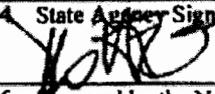
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Navigant Consulting, Inc.		1.4 Contractor Address 30 South Wacker Drive, Suite 3100 Chicago, IL 60606	
1.5 Contractor Phone Number 312-583-5747	1.6 Account Number 05-95-47-470010-7937-102-500731	1.7 Completion Date 6/30/2018 6/30/2019	1.8 Price Limitation \$ 204,300
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature <i>Catherine Spectorich</i>		1.12 Name and Title of Contractor Signatory Catherine Spectorich, <i>Managing Director</i>	
1.13 Acknowledgement: State of <u>Illinois</u> , County of <u>Cook</u> On <u>May 4, 2017</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 Julia A. Teresi, <i>Notary</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Deborah H. Fournier, Esq, <i>Medicaid Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. Yip On: 5/10/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**Managed Long-Term Services and
Supports Consulting Services**

RFP-2017-OMS-02-MANAG

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. **Health Management Associates**

2. **Mercer**

3. **Navigant**

Pass/Fail	Maximum Points	Actual Points
78%	300	233.87
48%	300	144.88
83%	300	248.03

1. **Deb Scheetz, Director of
Intregrated Health Care Reform**

2. **Deb Fournier, Medicaid Director**

3. **Val Brown Deputy Medicaid
Director**

4.

5.

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall be performed after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

2. Covered Populations

- 2.1. The Medicaid Managed Long-Term Services and Supports (MLTSS) Consultant will provide professional consulting services under the direction of the Office of Medicaid Services to develop an implementation plan for the inclusion of select long-term services and supports into the State's Medicaid Care Management program. In addition, the selected vendor will complete all items outlined in the Scope of Services.

3. Scope of Services

- 3.1. Assist Medicaid staff with a timeline and project plan for the development of an MLTSS implementation plan and other deliverables outlined in the Scope of Service. The selected vendor will meet with Department staff within one week following contract award. SB 553 requires the Department to meet a number of requirements before moving forward with an MLTSS program; including a comprehensive implementation plan for moving select long term services and supports (Choices for Independence waiver services and nursing facility services) into Medicaid managed care.
- 3.2. Provide a draft implementation plan, with follow-on revisions, taking into consideration MLTSS implementation plans from other states, recommendations made by the SB 553 work group, and requirements established by the Department.
- 3.3. The consultant will work with the Department to bring tested, early adopter practices and constructs to the implementation plan, including but not limited, to transition planning, prior authorization, network adequacy, quality metrics, outcome measurements, and utilization management. On these topics, the consultant will



Exhibit A

provide research and recommendations to draft specific portions of the implementation plan.

3.4. Each plan shall include, at a minimum, a detailed description of the following:

- 3.4.1. Eligibility and enrollment
- 3.4.2. Covered services
- 3.4.3. Transition planning
- 3.4.4. Prior authorization
- 3.4.5. Transportation
- 3.4.6. Pharmacy
- 3.4.7. Case management
- 3.4.8. Network adequacy
- 3.4.9. Credentialing
- 3.4.10. Quality metrics and outcome measures
- 3.4.11. Patient safety
- 3.4.12. Utilization management
- 3.4.13. Finance and reimbursement
- 3.4.14. Rates and payment
- 3.4.15. Grievance and appeals, and
- 3.4.16. Office of Ombudsman

3.5. Each plan shall also address how the incorporation of the services into managed care shall achieve the legislative intent of providing:

- 3.5.1. Value
- 3.5.2. Quality
- 3.5.3. Efficiency
- 3.5.4. Innovation, and
- 3.5.5. Savings

3.6. The consultant will primarily be available through consultation calls to assist with:

- 3.6.1. Vetting, recommending, and providing MLTSS implementation plans from other states.
- 3.6.2. Recommending best practices, for the key components of the implementation plan. The consultant will make arrangements for knowledge transfer via phone, and documentation, to the Department.



Exhibit A

- 3.6.3. Bring additional subject matter experts, from other states and the national level, for implementation plan development and review.
- 3.7. Provide specific amendment recommendations for New Hampshire's Choices for Independence 1915 (c) waiver (<http://www.dhhs.nh.gov/dcbcs/beas/documents/cfi-waiver.pdf>) for amendment with a concurrent 1915 (b). New Hampshire's CFI waiver requires a CMS amendment to provide for MLTSS.
- 3.8. The consultant will assist with the writing of the initial draft of a MLTSS compliance CFI waiver amendment and concurrent 1915 (b) waiver. The consultant will assist with follow on revisions, with input from stakeholders, public comment, and CMS, as part of the engagement.
- 3.9. Provide additional resources to help the Department address cost neutrality, and other aspects of the waiver inclusive of compliance with the CMS Medicaid Managed Care Final Rule (CMS 2390-F). Leverage CMS for additional technical assistance and guidance as needed.
 - 3.9.1. In collaboration with DHHS staff, cross-walk proposed waiver amendment with administrative rule changes.
 - 3.9.2. Identify specific provider qualifications that align with the proposed waiver.
 - 3.9.3. Specify service definitions that align with proposed waiver amendment.
 - 3.9.4. Review current and previous contracts to make recommendations for inclusion of MLTSS specific requirements. Provide narrative recommendations from other state MLTSS contracts to inform a NH specific implementation.
 - 3.9.5. Deliver an MLTSS compliance plan, with training, to Department MCO Operations staff.
 - 3.9.6. Identify and provide policies and procedures for compliance practice from other state implementations that stand up a NH specific MLTSS implementation.
 - 3.9.7. Work with DHHS staff to design and build a management dashboard that is specific to MLTSS.

4. Reporting

- 4.1. Contractor shall submit narrative reports to the DHHS on activity status on a monthly basis.

5. Implementation Plan

- 5.1. Contractor shall submit a project plan, outlining the delivery of the Implementation Plan and other deliverables, with timeline, within 30 days from the effective date of the contract.
- 5.2. The Implementation Plan shall include components as outlined in SB 553, the Request for Proposal, and in this Exhibit A – Scope of Services.



Exhibit A

6. Performance Measures

- 6.1. The Contractor shall ensure that following performance indicators are annually achieved and monitored monthly to measure the effectiveness of the agreement:
 - 6.1.1. Development of an MLTSS Implementation Plan by a date, to be determined by mutual agreement of the DHHS, as part of SB 553, and the Contractor.
 - 6.1.2. Specific amendment recommendations, and waiver narrative, for New Hampshire's Choices for Independence 1915 (c) waiver, with concurrent 1915 (b), by a date, to be determined by mutual agreement of the DHHS, and the Contractor.
 - 6.1.3. Provides subject matter expertise as requested by DHHS within 72 hours of request.
- 6.2. Annually, the Contractor shall develop and submit to the DHHS, a corrective action plan for any performance measure that was not achieved.

CA

5-4-2017



Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This contract is funded with
 - Federal Funds from Title XIX Medicaid, CFDA #93.778, and 50% General Funds
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.

- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. Hard copies shall be mailed to:

Financial Administrator
Department of Health and Human Services
Office of Medicaid Services
129 Pleasant Street
Concord, NH 03301
Email address: Athena.gagnon@dhhs.nh.gov
Telephone 603-271-9420

- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, amendments of related budget exhibits within the price limitation, and to adjust encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.



SPECIAL PROVISIONS

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

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



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:
 The Department reserves the right to renew the Contract for up to one (1) additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

4. Insurance
 Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:
 - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and \$1,000,000 aggregate.



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



- 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:

5-4-2017
Date

Catherine Sreckovich
Name: Catherine Sreckovich
Title: Managing Director



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-I.)
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: *Navigant Consulting, Inc.*

5-4-2017
Date

Catherine Sreckovich
Name: *Catherine Sreckovich*
Title: *Managing Director*



**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 Order 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: *Navigant Consulting, Inc.*

5-4-2017
Date

Catherine Sreckovich
Name: *Catherine Sreckovich*
Title: *Managing Director*



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

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

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

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

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

Exhibit G

Contractor Initials CA

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



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

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

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

Contractor Name: *Navigant Consulting, Inc*

5-4-2017
Date

Catherine Szeckovich
Name: *Catherine Szeckovich*
Title: *Managing Director*

Exhibit G

Contractor Initials *CS*

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



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: *Navigant Consulting, Inc.*

5-4-2017
Date

Catherine Sreckovich
Name: *Catherine Sreckovich*
Title: *Managing Director*



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.



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Deborah H. Fournier Esq
Name of Authorized Representative

Medicaid Director
Title of Authorized Representative

5/9/17
Date

Navigator Consulting, Inc.
Name of the Contractor

Catherine Sreckovich
Signature of Authorized Representative

Catherine Sreckovich
Name of Authorized Representative

Managing Director
Title of Authorized Representative

5-4-2017
Date



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

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

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

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

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

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

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

Contractor Name: *Navigant Consulting, Inc.*

5-4-2017
Date

Catherine Sreckovich
Name: *Catherine Sreckovich*
Title: *Managing Director*



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: 022582428
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: _____

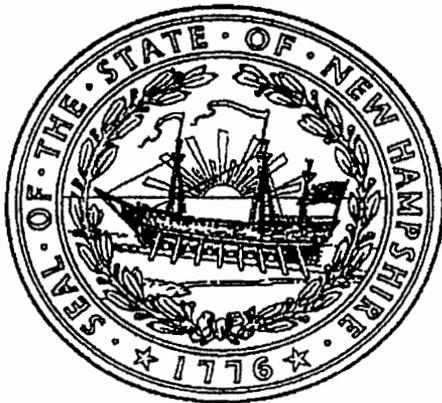
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NAVIGANT CONSULTING, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 02, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 457291



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE

I, Monica M. Weed, General Counsel and Secretary of Navigant Consulting, Inc., an entity lawfully organized and existing under the laws of the State of Delaware (“NCI” or the “Company”), do hereby certify that the following is a true and correct copy of a resolution adopted on the 21st day of October 2004 by the Board of Directors of Navigant Consulting, Inc., in accordance with all of its documents of governance and management and the laws of the State of Delaware and further certify that such resolutions have not been modified, rescinded or revoked, and are at present in full force and effect:

“NOW, THEREFORE, BE IT RESOLVED, that any employee with the title of managing director or director may, in the ordinary course of business and subject to applicable policies and procedures established from time to time by NCI’s officers and the Management Committee, enter into and execute on behalf of NCI any proposal, engagement letter, confidentiality agreement or similar routine agreement with a client or prospective client.”

IN WITNESS WHEREOF, the undersigned has executed this certificate this 4th day of May, 2017.



Monica M. Weed
General Counsel and Secretary



CERTIFICATE OF LIABILITY INSURANCE

12/31/2017

DATE (MM/DD/YYYY)

4/24/2017

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 LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1410335 Navigant Consulting, Inc. 30 S. Wacker Drive Suite 3550 Chicago, IL 60606	INSURER A : Great Northern Insurance Company		20303
	INSURER B :		
	INSURER C : Sentry Insurance a Mutual Company		24988
	INSURER D : Sentry Casualty Company		28460
	INSURER E :		
INSURER F :			

COVERAGES NAVCO01 **CERTIFICATE NUMBER:** 14640202 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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 OTHER:	N N	3602-44-05	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A	90-17820-01 (AOS) 901782002 (HI,MA,NY,WI,WY)	12/31/2016 12/31/2016	12/31/2017 12/31/2017	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

14640202
 NH DHHS
 129 Pleasant Street
 Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



James John Bulot, PhD

Associate Director

Professional Summary

Jay Bulot, Ph.D. an Associate Director with Navigant is considered a national expert on Aging and Disability Services, Assistive Technology, and LTSS. He previously served as the State Director for Aging and Adult Services for three governors, managing hundreds of millions of dollars in budget and hundreds of employees. He has provided expert testimony to federal agencies, Congress and the White House regarding aging and disability issues. In his roles as consultant, state government leader, professor, and President of the National Association of State Units on Aging and Disability, Jay has worked closely with clinical and performance benchmarking data, particularly in relation to long-term care supports and services. Jay has experience leading the development and implementation of state programs such as waivers, Single Entry Point for LTSS, Balancing Incentive Program, Money Follows the Person, IAPDs and State Plans, Program Integrity initiatives, and Home- and Community-Based Services.

Jay served for two years as Director for the Louisiana Governor's Office of Elderly Affairs where he was responsible for HCBS Services. From 2001-2007 he was an Associate Professor of Gerontology at the University of Louisiana, Monroe where he created the first graduate program in long term care administration (he also taught LTC administration courses). As a PhD in Gerontology, he assisted the State of Louisiana with its efforts to redesign the healthcare system and served on a number of boards and commissions related to LTC (both HCBS and institutional). He served on the National Association of LTC Administrator Boards (NAB) where he chaired the education/accreditation work for LTC administrators. As Department Head, the Institute of Gerontology also edited the NAB Study Guide.

Areas of Expertise

- Recognized National Expert in Aging and Disability Services
- Interpreting and evaluating complex rules and regulations as it relates to community based services for Older Americans Act, Medicaid Home and Community Based Services and the impact of the Affordable Care Act on systems change and systems innovations and enhancements.
- Implementing statewide performance based funding initiatives in Medicaid and State funded LTSS.

Professional Experience

LTSS Performance Management

- Worked with state agencies to provide professional leadership and direction within the Medicaid and Non-Medicaid Long-Term Services and Supports for Georgia to coordinate and enhance service delivery for adults aging with disability. Ensured agency is compliant with all Local and State Laws, Federal Medicaid Laws / Rules. Recognized by CMS, ACL and VA with the Excellence in Action Award for Outstanding Achievement in Changing Systems by a State.
- Managed 300+ employees, 28 regional offices, and 30+ contract agencies; Directed development of strategy and execution of policy for Long-Term Services and Supports portfolio including State Plan on Aging, Medicaid Waivers Service and the State Plan for Alzheimer's and Related Dementia's.

NAVIGANT

James John Bulot, PhD

Associate Director

- Developed coordinated, multi-agency collaborations and programs resulting in statewide Aging and Disability Resource Centers, Single Entry Point for LTSS, Balancing Incentive Program, Money Follows the Person, integration of BH for people aging with serious and persistent mental illness and CMS funded Hospital Transitions statewide.
- Modernized statewide claims and administrative management system, instituted sustainability initiatives among throughout contracts and redesigned the structure and effectiveness of case management services
- Developed and instituted first ever LTSS Quality Measures for adults aging with disability in a home and community based setting - National Core Indicators – Aging and Disability. Utilized comparative data to institute program improvement initiatives across settings. Coordinated compliance and regulatory activities for agency and 64+ contract agencies.

LTSS Leadership

- As President of NASUAD, represented 56 State Directors in policy discussions with CMS, ACL, AoA, and VA; participates in CMS Meetings, provides CMS with policy recommendations, and assists with development of regulatory guidance; provided testimony to federal agencies, congress, and the White House regarding aging and disability issues; and coordinated with other national associations (ASTHO, NADDDDS, NAMD) on public statements, rule commentary, and other issues of national interest to state directors.
- Worked with state agencies to provide professional leadership and direction within the Medicaid and Non-Medicaid Long-Term Services and Supports for Georgia to coordinate and enhance service delivery for adults aging with disability. Ensured agency is compliant with all Local and State Laws, Federal Medicaid Laws / Rules. Recognized by CMS, ACL and VA with the Excellence in Action Award for Outstanding Achievement in Changing Systems by a State.
- Consulted with states, national organizations and federal agencies including Congress, White House, CMS, ACL, AoA, CDC, FEMA, AARP and NASUAD on disaster preparedness and emergency response; impact of managed LTSS on quality of care; contract development, monitoring and oversight; innovation in LTSS; impact of community based services on the health of the population.

Vulnerable Adult Protections

- Developed first State entity for Forensic Special Investigations provide leadership and guidance on crimes against vulnerable adults.
- Developed policy and legislations strengthening agencies ability to protect and prosecute crimes against vulnerable adults; recognized regionally and nationally as model approaches; assisted with development of white paper outlining best practices for investigating and prosecuting vulnerable adult crimes.

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James John Bulot, PhD

Associate Director

- Created Georgia's first Public Guardianship Office revise policy and procedures to reflect community living as first choice and decision making follows best interest/substitute judgment ideals.

Work History

Associate Director, Navigant	2016 – Present
Director, Georgia Department of Human Services (Division of Aging Services)	2010 – 2016
President, National Association of State Units on Aging and Disability	2009 – Present
Executive Director, Louisiana Governor's Office of Elderly Affairs	2008 – 2010
Department Head, University of Louisiana, Monroe	2002 – 2008

Certifications, Memberships and Awards

American Society on Aging, Member
Gerontology Society of America, Member
National Association of Long Term Care Administrator Boards
National Committee for the Prevention of Elder Abuse, Member
National Council on Aging, Leadership Council Member
National Association of States United for Aging and Disability (Treasurer, Secretary, Vice President, President)

Education

Doctorate of Philosophy, Gerontology	University of Massachusetts, Boston
Master of Science, Gerontology	University of Massachusetts, Boston
Bachelor of Science, Psychology	University of Louisiana, Lafayette

Tamyra Porter

Director

Professional Summary

Tamyra Porter has nearly 16 years of experience working on the design, implementation, and oversight of Medicaid programs and initiatives for many states. Her experience provides clients with subject matter expertise to interpret legislation, develop administrative service codes, conform to various other Federal requirements and opportunities. In addition, Tamyra has worked with multiple states in the development or refinement of their quality strategy, assisting Medicaid Agencies in evaluating MCO program policies, incentive programs and quality work plans to determine best practices and drive program outcomes.

Professional Experience

Medicaid and Other Public Healthcare Programs

- Serve as a liaison between state staff and CMS in the development of state waiver programs (1115), corrective action plans or other program design considerations. With Alabama, waiver discussions also includes coordination with the National Governor's Association.
- Developed and facilitated all-day training for Pennsylvania's Bureau of Home and Community Based Services related to the CMS Quality Framework and the Bureau's Waiver Assurances, found in Appendix H of its HCBS waivers. As follow-up to the training, developed an example dashboard report, which included various performance measures for the Bureau to consider implementing for ongoing waiver monitoring.
- Assisted Pennsylvania's Bureau of Home and Community Based Services with ongoing analysis of its current Individual Service Planning and service plan approval process. Interviewed staff responsible for reviewing and approving service plans, service coordinators, and other entities involved in the service planning process. Conducted research and support for the evaluation of uniform needs assessment tools for the development of individualized budgets for HCBS waiver services. Expanded this research to include critical services for dual eligibles and long-term care and support.
- Assisted Pennsylvania's Department of Public Welfare with development of a successful waiver renewal application for its primary care case management program, Family Care Network. Analyzed the costs of services for the waiver population to estimate if the program would be less expensive than if recipients remained in the Commonwealth's fee-for-service program. Assisted the Commonwealth with responding to CMS new rules for waiver applications.
- Assisted a state with a regional assessment that involved determining the capability of specific geographic areas to sustain a Medicaid managed care program. Analyzed population data, provider network information, and other health indicators of Medicaid recipients within the regions. Developed several geo-accessing maps to illustrate the number of providers or insurers available in a given geographic area.

NAVIGANT

Tamyra Porter

Director

Managed Care Program Design and Implementation

- Assist states in moving monitoring programs to that of compliance with more robust value-based purchasing (VBP) concepts. Facilitate planning sessions related to program goals and outcomes, data analytics to support benchmark data as well as to guide ongoing performance evaluation.
- Assisted in the development of quarterly reports for the State of Indiana's Office of Medicaid Policy and Planning. The State uses these reports for monitoring the performance of contracted managed care organizations. Collected and analyzed financial and non-financial performance data submitted by the contracting managed care organizations to develop quarterly reports that summarize and trend the data for each managed care organization and the Office of Medicaid Policy and Planning.
- Assisted various states in the development of readiness review tools for managed care programs, including Indiana, Pennsylvania, Mississippi, Alabama, and Iowa. Provided subject matter expertise in the review and evaluation process for the determination of vendor readiness to sustain the requirements of the contract.

Program Evaluation and Communications

- Provide review of quality outcomes and program performance as requested for state Medicaid Managed Care programs. Assist with annual program reports for both internal and external stakeholders. Assist states in developing of other key publications regarding program evaluation.

Operations and Performance Reviews

- Assisted Pennsylvania's Bureau of Managed Care Operation's Core Team Steering Committee in assessing the current operational structure for health plan monitoring. Recommended strategies to improve the current operations, clarify the roles of Core Team members and define monitoring methods. Recommended various implementation strategies and served as a liaison between the supporting workgroups and Bureau management.
- Conducted a state survey on behalf of Pennsylvania to evaluate options for revising managed care organization contracts and rates. Evaluated the impact of internal operations on the process and compiled survey results for the Commonwealth's review.

Quality Measurement and Improvement

- Assisted Pennsylvania's Office of Long Term Living in developing the quality performance measures and quality work plan portions of its 3.5 Home- and Community-Based Services (HCBS) waiver application. Provided ongoing support and developed monitoring and reporting tools to facilitate the easy capture and summary of quality assurance activities.

NAVIGANT

Tamyra Porter

Director

- Assisted Mississippi in drafting its quality strategy and monitoring approach for the MississippiCAN program. Met with staff and key stakeholders in the initial kick-off of their quality workgroups to govern monitoring and oversight and allow Mississippi to partner in achieving program goals.
- Assisted the Pennsylvania Office of Long-Term Living Bureau of Home- and Community-Based Services to develop a Fair Hearings Database to monitor and report on Fair Hearings. The Fair Hearings Database will allow the Bureau to document and identify trends leading to Fair Hearings and use reports and data to implement quality improvements.

Healthcare Reform Initiatives

- Assisted Pennsylvania Department of Public Welfare with the development of an 1115 waiver application to implement a premium structure for the Medicaid for Children with Special Needs Program.

Work History

Associate Director, Navigant

Tucker Alan Inc., Manager

University of North Carolina Hospitals, Web Developer, Assistant to the Chair of Obstetrics and Gynecology

Education

Bachelor of Science in Public Health, Health Policy and Administration with Highest Honors

University of North Carolina at Chapel Hill, School of Public Health

Catherine Sreckovich

Managing Director

Professional Summary

Catherine Sreckovich, a Managing Director with Navigant, has more than 25 years of experience and is leader of the Government Healthcare Solutions business unit and has extensive experience working with healthcare payers, providers, and managed care organizations to transform Medicaid delivery and financing systems. She has directed projects focused on the evaluation and design of delivery and financing systems, compliance programs, reform options, and data analytics. She has worked with more than 30 state agencies to assist with Medicaid transformation. She has experience developing and writing waivers and working to respond to CMS inquiries relative to those waivers. She has evaluated states' 1915(b) and 1115 waivers to assess the programs' effects on cost, quality, and access.

Professional Experience

Long-term Care

- For the Commonwealth of Virginia General Assembly, directed a study of long-term care needs in Virginia. Reviewed the Department of Health's Certificate of Need requirements for long-term care, which included a review and assessment of the bed-need projection methodology developed by the Department of Health. Made recommendations to update that methodology based on a greater reliance on age categories. Also made recommendations to move from a per diem payment methodology to one of the first case-mix based payment systems used by States. Assisted in developing an assessment tool and using the scoring methodology to develop payment rates.

Medicaid Managed Care

- Conducted evaluations of states' 1915(b) and 1115 waiver programs, to assess the programs' effects on cost, quality, and access. Project Director for the evaluation of the State of North Carolina's Family Planning program. Conducted two separate evaluations of North Carolina's Piedmont Behavioral Health program. Also conducted evaluations of Wyoming and Illinois' selective contracting programs for hospital services. Coordinated a study to evaluate the effects of Montana's Medicaid Primary Care Case Management program on access to, cost of, and quality of healthcare for Medicaid recipients.
- Assisted Medicaid and Mental Health agencies in development and implementation of managed care strategies. Assistance ranged from feasibility and strategy development, to implementation, waiver design, and ongoing monitoring. Clients include Arizona, Delaware, Illinois, Indiana, Kansas, Kentucky, Montana, Ohio, Pennsylvania, Vermont, Virginia, and Wyoming.

NAVIGANT

Catherine Sreckovich

Managing Director

Government Payment Transformation

- Directed studies of non-traditional models for reimbursing long-term care services, including the Limited Services Health Maintenance Organization model for Texas, single point of entry systems for long-term care services in Nebraska and New Jersey and selective contracting and competitive procurement of services in Colorado and Texas.
- Evaluated healthcare provider payment systems and developed and implemented new payment systems for more than 25 Medicaid programs including Arizona, Colorado, Florida, Idaho, Illinois, Indiana, Kentucky, Minnesota, Montana, Nebraska, New Hampshire, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, West Virginia, Washington and Wyoming; also worked with numerous national and regional health plans.
- Evaluated, developed, and assisted with implementation of reimbursement systems for physician, home health, hospital, nursing home, pharmacy, durable medical equipment, intermediate care facility, community-based, Federally Qualified Health Centers (FQHCs), rural health centers, transportation, and other healthcare providers, for both public and private payers. Methodologies include Resource-Based Relative Value Scales (RBRVS), Diagnosis-Related Groups (DRGs), Ambulatory Payment Centers (APCs), Resource Utilization Groups (RUGs), selective contracting, and other prospective and retrospective systems.

Medicaid Performance Management

- Conducted performance audits for state Medicaid and human services agencies in North Carolina, Louisiana, and Maryland. Reviewed functions of each agency, identified opportunities for cost management of both benefits and administration, testified to State legislatures, and developed final reports of recommendations.
- Directed the comprehensive performance review of the Texas Department of Mental Health and Mental Retardation for the Texas Comptroller's Office. Reviewed five areas: mission and strategic direction, management structure and cost management, contract monitoring and oversight, facility operation, maintenance and construction and management information systems. Identified opportunities for cost savings by introducing efficiencies in administration and program operations.
- Directed billing compliance reviews for hospitals, multi-specialty physician clinics, durable medical equipment providers, ambulatory surgical centers, and others. Developed the sampling methodology; supervised the medical record review and developed review findings and reported findings to Board members and Compliance Committees.

NAVIGANT

Catherine Sreckovich

Managing Director

Other Relevant Experience

- Project Director for the Commonwealth of Massachusetts Health Care Authority project to conduct an operational audit of the Commonwealth Care Managed Care Organizations. Developed study methodology, assisted with sampling plan, developed interview guides to assess performance of the health plans, assisted in the interpretation of findings and development of the final report.

Work History

Managing Director, Navigant
Vice President, Tucker Alan Inc.
Partner, Practice Leader,
Social Policy and Systems Group, KPMG Peat Marwick
Senior Consultant, Compass Consulting Group
Senior Staff Specialist, Center for Health Policy Research
American Medical Association
Senior Consultant, BlueCross BlueShield Association
Staff Assistant, Health Care Financing Administration
Social Security Administration

Education

Master of Science – Business Administration
Bachelor of Arts

Indiana University
Indiana University

Wm. David Mosley, MBA **Managing Director**

Professional Summary

Dave Mosley is a Managing Director with Navigant Healthcare. Prior to joining Navigant, he served as a partner with a national CPA firm for nine years, where he focused exclusively on the success of government leaders. He has served two governors, been employed as a city manager, directed the financial operations, claims processing systems, rate setting, and audit functions of a state's \$14 billion Medicaid program and addressed complex budget and financing issues for states across the Nation.

Mr. Mosley leads the State Practice within the Government Healthcare Solutions (GHS) business unit. His focus is in government healthcare, and he maintains exceptional relationships with elected officials, regulators and industry leaders across the Nation. He provides clients with valuable insight, policy guidance, financial modeling, revenue strategy and technical assistance while empowering them to realize success in areas such as organizational development, revenue enhancement, finance/budgets, Federal claiming/reporting, institutional reimbursement, rate setting and audits.

Areas of Expertise

- Proficient across the breadth and depth of regulatory healthcare as it relates to government agencies, private payers, providers and beneficiaries.
- Managed care procurement, contracting and oversight for Medicaid programs.
- Negotiating with federal agencies to expand funding, abate penalties, introduce legislation and favorably interpret guiding regulations.
- Evaluating complex regulatory, IT systems, budgetary and financial matters to provide leaders with concise insight and guidance.

Professional Experience

Medicaid Managed Care

- Consulted with state clients including Texas, Nevada, Mississippi, Tennessee, South Carolina, Massachusetts, Alabama and Louisiana on managed care programs to address: revenues associated with sister-agency claiming, compliance/performance assessment, state organizational effectiveness, supplemental payments to facility-based providers and county/parish health departments.
- Implemented risk assessment and/or audit programs to address administrative and medical loss ratio data provided to states by Medicaid managed care organizations (MCO) in states including South Carolina and Nevada.
- Conducted an actuarial audit for the Minnesota Department of Human Services.

Wm. David Mosley, MBA

Managing Director

- Provide guidance and counsel state leaders addressing Medicaid managed care transition in states including Nebraska, Mississippi, New Mexico, Georgia, Minnesota, Nevada, Arkansas, and Florida.

Government Payment Transformation

- Served as CFO for \$14 billion Medicaid program serving 1.3 million beneficiaries and 65,000 providers. Created first long-term financial forecasting model incorporating State revenues and Medicaid spending. Successfully addressed more than \$1.2 billion in potential Federal deferrals attributable to regulatory compliance matters. Drafted new administrative code, provider tax policies, Federal reporting guidelines and inter-agency agreements. Created budget and financial documents for legislature, governor and regulators.
- Consulted on the design, development, implementation and/or audit of Medicaid funding initiatives including intergovernmental transfers (IGT), certificates of public expenditure (CPE) and provider tax/assessments for Alabama, Mississippi, Nevada, Texas, South Carolina, Kansas, Tennessee, Colorado and Louisiana.
- Served as a subject matter expert on the state plan design, implementation, impact and/or operational compliance of Disproportionate Share Hospital (DSH) and Upper Payment Limit (UPL) hospital payment in Texas, Massachusetts, North Carolina, South Carolina, Colorado, New Hampshire, Alabama, Arkansas, Oklahoma and Tennessee.
- Evaluated State per member per month (PMPM) payments to primary care physicians (PCP), regional networks and centralized operations for Community Care of North Carolina.
- Designed changes and implemented new Federal funds budgeting, claiming and reconciliation processes for the States of Alabama and Arkansas. Efforts included the resolution of certification issues associated with prior CMS-64 Reports, supporting documentation, operational procedures, and sister agency claiming.

Medicaid Performance Management

- Worked for the University of Massachusetts to facilitate the integration of the Commonwealth's accounting system into the required, quarterly Federal reporting for Medicaid (CMS-37 and CMS-64). During the reconciliation of the CMS-64 reports, discovered \$60 million that CMS had erroneously double-charged the Commonwealth and recovered those dollars. Also audited DSH payments to Medicaid hospitals through the University of Massachusetts.
- Led operational assessment and/or reengineering efforts to improve operational efficiency in several states including Nevada, Louisiana, Kansas, Arkansas, North Carolina, and Mississippi.

Wm. David Mosley, MBA

Managing Director

Health Information Technology

- Directing an engagement with the Kansas Department of Health and Environment to provide administration and oversight support for the Medicaid Electronic Health Record Incentive Program.
- Assisted Massachusetts to incorporate its accounting system into an electronic reporting/claiming system.
- Served as a subject matter expert on the audit of the design, development and implementation (DDI) of MMIS system for North Carolina and Texas.
- Conducted assessments of MMIS operations for Indiana and Mississippi.
- Served as expert in support of litigation focusing on MMIS system procurements and DDI.

Other Relevant Experience

- Effectively engaged CMS professionals on behalf of, or in concert with, state clients to address OIG audit findings, CMS financial management reviews (FMR), state plan amendments (SPA) and new legislative/regulatory requirements.
- Successfully advocated for clients' positions with Federal regulators to abate more than \$1 billion in proposed disallowances and/or recoupments.
- City Manager for a full-service municipality which provided water, sewer, airport, fire, police, public works and other services for city, county and San Carlos Reservation residents. Doubled the city's size through annexation efforts. Ended deficit spending pattern. Received extensions on Federal grants to expedite and complete backlogged projects. Initiated public/private ventures between the city, state and private entities. Negotiated new benefits and compensation programs for all employees.
- Led statewide business and economic development efforts for a state. Evaluated business recruitment incentive programs. Developed university-based technology commercialization practices. Negotiated public/private contracts. Conducted economic impact assessments.

Work History

Managing Director, Navigant	2012 – Present
Partner, Clifton Larson Allen	2003 – 2009
Director of Finance, North Carolina Division of Medical Assistance	2006 – 2009
CEO, Nationally Accredited Science Museums	2003 – 2006
City Manager, City of Globe, Arizona	2001 – 2003

Wm. David Mosley, MBA

Managing Director

Certifications, Memberships, and Awards

American Economic Development Council, Elected Member

Red Cross Service Award

American Hospital Association

Human Services Finance Officers

International City/County Managers Association

Association of Human Services Finance Officers

Education

Master of Business Administration, Organizational Development	Auburn University
Bachelor of Science, Finance	Auburn University
Certificate in Public Policy	Arizona State University
Certificate in Public Management	University of Arizona

Selected Recent Presentations and Publications

- Cited Contributor: *MACPAC (Medicaid and CHIP Payment Access Commission) Report To Congress on Medicaid and CHIP, March 2016.*
- Mosley, W. David, "Medicaid managed care organizations face strict compliance requirements." *Compliance Today*. August 2012.
- "Why Audit MCOs?" National Association for Medicaid Program Integrity (NAMPI) 2011 Conference; Denver, Colorado; August 15, 2011.
- Invited speaker for the National Association for Medicaid Program Integrity (NAMPI) to address key risk components, audit protocols, return on investment and institutionalization of performance/compliance monitoring attributable to Medicaid managed care procurement and ongoing operations.
- Invited speaker to Health Care Compliance Association (HCCA) regarding regulatory compliance, risk assessment and auditing of Medicaid MCOs.
- Invited speaker to Association of Human Services Finance Officers (HSFO) on the impact of ongoing changes in Congressional/CMS requirements associated with the DSH audit rule.
- Invited speaker on MMIS risk assessments and auditing for NAMPI and the Association of Human Services Finance Officers (HSFO).