

28



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF MEDICAID SERVICES

Lori A. Weaver  
Interim Commissioner

Henry D. Lipman  
Director

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

July 28, 2023

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, Division of Medicaid Services, to enter into a **Retroactive** amendment to an existing contract with Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group (VC#228009), Lake Bluff, IL, to develop and implement a comprehensive evaluation of the Removable Prosthodontic Devices (Dentures) benefit for adult nursing home residents, as well as exercising a contract renewal option by extending the completion date from December 30, 2025 to December 30, 2027 to incorporate the 1115 (a) Substance Use Disorder and Severely Mental Illness Waiver amendment extension granted by the Centers for Medicaid and Medicare Services in June 2023, and increasing the price limitation by \$731,480 from \$1,334,220 to \$2,065,700, effective retroactive to July 1, 2023, upon Governor and Council approval. 50% Federal Funds. 36% General Funds. 14% Other Funds (New Hampshire Granite Advantage Health Care Trust Fund).

The original contract was approved by Governor and Council on May 19, 2021, item #8, amended on February 16, 2022, item #15, amended on July 27, 2022, item #6 and most recently amended on February 8, 2023, item #26.

Funds are available in the following accounts for State Fiscal Year 2024 and 2025 are anticipated to be available in State Fiscal Years 2026; 2027 and 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Retroactive** because the Department received approval from the Center for Medicaid and Medicare to provide removable Prosthodontic Devices (Dentures) waiver as part of Dental Medicaid expansion, which was effective April 1, 2023 and is required is to conduct an evaluation of the waiver. The Department must have the draft evaluation design completed by September 13, 2023, therefore it was vital to have the Contractor begin work on this project starting July 1, 2023.

Additionally, the purpose of this request is for extended and expanded development and implementation of the comprehensive Substance Use Disorder Serious Mental Illness and Serious Emotional Disturbance Treatment and Recovery Access Section 1115(a) Research and Demonstration Waiver demonstration evaluation including the newly added federally required Removable Prosthodontic Devices (Dentures) to the Special Terms and Conditions (STC) 27.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 2

The Contractor will provide independent evaluation activities and services covered by 1115 demonstration population for the Department and will incorporate a denture benefit design evaluation design addendum, data collection activities relative to required data collection activities, interim and final evaluation reports as required in the Special Terms and Conditions. Additionally, the Contractor will continue with the development and implementation of the comprehensive evaluation of the Doorway program by assessing the Doorway program's impact on the State's Substance Use Disorder (SUD) continuum of care, and assisting the Department with program improvement planning.

The Department will continue monitoring services by reviewing and evaluating activities and reports completed by the contractor.

As referenced in Exhibit A, Subparagraph 3.3 of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, the Department would be out of compliance with State (Legislative Enactment: Text of Chapters 285 and 319, Laws of 2022) and Federal requirements (Substance Use Disorder Serious Mental Illness Serious Emotional Disturbance Treatment and Recovery Access section 1115(a) Research and Demonstration Waiver Project No. 11-W-00321/1).

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.778, FAIN #2305NH5AOM.

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

Respectfully submitted,

  
Lori A. Weaver  
Interim Commissioner

05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: MEDICAID & BUS POLICY OFC, OFF. OF MEDICAID & BUS. POLICY, GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND

SFY	Class/Obj	Class Title	Job Number	Current Budget	Increase / (Decrease) Amount	Revised Budget
2021	102-500731	Contracts for Program Services	47000636	\$3,127	\$0	\$3,127
2022	102-500731	Contracts for Program Services	47000636	\$42,701	\$0	\$42,701
2023	102-500731	Contracts for Program Services	47000636	\$48,271	\$0	\$48,271
2024	102-500731	Contracts for Program Services	47000636	\$39,517	\$85,711	\$125,228
2025	102-500731	Contracts for Program Services	47000636	\$61,796	\$106,143	\$167,939
2026	102-500731	Contracts for Program Services	47000636	\$32,973	\$22,610	\$55,583
2027	102-500731	Contracts for Program Services	47000636	\$0	\$86,861	\$86,861
2028	102-500731	Contracts for Program Services	47000636	\$0	\$22,989	\$22,989
<b>Sub-Total</b>				<b>\$228,385</b>	<b>\$324,314</b>	<b>\$552,699</b>

05-95-047-470010-7937,HEALTH AND SOCIAL SERVICES,HEALTH AND HUMAN SVCS DEPT OF HHS:OFC OF MEDICAID & BUS PLCY,OFF. OF MEDICAID & BUS. POLICY MEDICAID ADMINISTRATION

SFY	Class/Obj	Class Title	Job Number	Current Budget	Increase / (Decrease) Amount	Revised Budget
2021	102-500731	Contracts for Program Services	47000536	\$8,041	\$0	\$8,041
2022	102-500731	Contracts for Program Services	47000536	\$129,802	\$0	\$129,802
2023	102-500731	Contracts for Program Services	47000536	\$129,198	\$0	\$129,198
2024	102-500731	Contracts for Program Services	47000536	\$161,814	\$110,148	\$271,962
2025	102-500731	Contracts for Program Services	47000536	\$234,922	\$129,797	\$364,719
2026	102-500731	Contracts for Program Services	47000536	\$192,058	-\$71,345	\$120,713
2027	102-500731	Contracts for Program Services	47000536	\$0	\$188,640	\$188,640
2028	102-500731	Contracts for Program Services	47000536	\$0	\$49,926	\$49,926
<b>Sub-Total</b>				<b>\$855,835</b>	<b>\$407,166</b>	<b>\$1,263,001</b>

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES,HEALTH AND HUMAN SVCS DEPT OF HHS:BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

SFY	Class/Obj	Class Title	Number	Budget	(Decrease)	Revised Budget
2023	102-500731	Contracts for Program Services	92057050	\$250,000	\$0	\$250,000
<b>Sub-Total</b>				<b>\$250,000</b>	<b>\$0</b>	<b>\$250,000</b>

**Contract Total**      **\$1,334,220**      **\$731,480**      **\$2,065,700**



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

**Denis Goulet**  
*Commissioner*

August 8, 2023

Lori Weaver, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
95 Pleasant Street  
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group, as described below and referenced as DoIT No. 2021-051D.

The purpose of this request is to develop and implement a comprehensive evaluation of the Removable Prosthodontic Devices (Dentures) benefit for adult nursing home residents in accordance with the 1115 (a) Substance Use Disorder and Severely Mental Illness Waiver.

The Total Price Limitation will increase by \$731,480, for a New Total Price Limitation of \$2,065,700, effective upon Governor and Council approval retroactive to July 1, 2023 through December 30, 2027.

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

Sincerely,

Denis Goulet

DG/jd  
DoIT #2021-051D

cc: Mike Williams, IT Manager

**State of New Hampshire  
Department of Health and Human Services  
Amendment #4**

This Amendment to the Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 19, 2021 (Item #8), as amended on February 16, 2022 (Item #15), as amended on July 27, 2022 (Item #6) and most recently amended on February 8, 2023 (Item #26), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 30, 2027
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,065,700
3. Modify Exhibit B, Scope of Services, Section 1. Statement of Work by adding subsection 1.3.1.1. to read:  
1.3.1.1. The Contractor must conduct an evaluation of the Denture Evaluation Design Addendum for the Removable Prosthodontic Devices (Dentures) amendments as outlined in the demonstrations Special Terms and Conditions 27,44, 47.
4. Modify Exhibit B, Scope of Services, Section 1. Statement of Work, subsection 1.3.2. to read:  
1.3.2. The Contractor shall ensure the Evaluation Design Plan includes all aspects of the SUD-SMI Demonstration Waiver that requires evaluation including the demonstrations additional requirement within the Dentures benefit.
5. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 50% Federal Funds from Medicaid Entitlement, as awarded on January 27, 2021 by the Centers for Medicare and Medicaid Services. CFDA #93.778, FAIN #2005NH5AOM.
    - 1.2 36% General Funds.
    - 1.3. 14% Other Funds from the New Hampshire Granite Advantage Health Care Trust Fund.
6. Modify Exhibit C-4 Budget – Amendment #1 by replacing it in its entirety with Exhibit C-4 Budget – Amendment #4, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C-5 Budget- Amendment #1 by replacing it in its entirety with Exhibit C-5 Budget –

Westport Healthcare Management, Inc.

d/b/a Pacific Health Policy Group

RFP-2021-DMS-01-SUBST-01-A04

A-S-1.2

Page 1 of 4

Contractor Initials

Date 7/26/2023

DS  
SW

Amendment #4, which is attached hereto and incorporated by reference herein.

8. Modify Exhibit C-6 Budget- Amendment #1 by replacing it in its entirety with Exhibit C-6 Budget- Amendment #4, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-7 Budget – Amendment #4, which is attached here to and incorporated by reference herein.
10. Add Exhibit C-8 Budget – Amendment #4, which is attached here to and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

8/1/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
*Henry Lipman*  
\_\_\_\_\_  
Name: Henry Lipman  
Title: Medicaid Director

Westport Healthcare Management, Inc.  
d/b/a Pacific Health Policy Group.

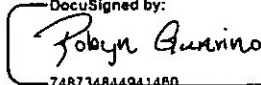
7/26/2023  
\_\_\_\_\_  
Date

DocuSigned by:  
*Scott Wittman*  
\_\_\_\_\_  
Name: Scott Wittman  
Title: Director

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

OFFICE OF THE ATTORNEY GENERAL

8/4/2023  
Date

DocuSigned by:  
  
748734844941480  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit C-4 Budget,  
Amendment #4 SFY24

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group
<b>Budget Request for:</b>	Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation
<b>Budget Period</b>	GC Approval to June 30, 2024
<b>Indirect Cost Rate (if applicable)</b>	#DIV/0!
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$282,559
2. Fringe Benefits	\$79,117
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$176
5.(a) Supplies - Educational	\$88
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$644
6. Travel	\$815
7. Software	\$1,683
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$280
8. (c) Other - Other (specify below)	\$0
Other - Occupancy	\$15,243
Other - Telephone	\$2,898
Other - Postage	\$124
Other - Subscriptions	\$84
Other - Audit and Legal	\$2,224
Other - Insurance	\$2,693
Other - Employee Bonuses	\$8,562
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$397,190</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$397,190</b>

Contractor Initial:

Exhibit C-5 Budget,  
Amendment #4 SFY25

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group
<b>Budget Request for:</b>	Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation
<b>Budget Period</b>	July 1, 2024 to June 30, 2025
<b>Indirect Cost Rate (if applicable)</b>	#DIV/0!
<b>Line Item</b>	<b>Program Cost - Funded by DHHS</b>
1. Salary & Wages	\$381,762
2. Fringe Benefits	\$106,896
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$217
5.(a) Supplies - Educational	\$109
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$800
6. Travel	\$1,027
7. Software	\$2,160
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$353
8. (c) Other - Other (specify below)	\$0
Other - Occupancy	\$18,805
Other - Telephone	\$3,598
Other - Postage	\$151
Other - Subscriptions	\$101
Other - Audit and Legal	\$2,776
Other - Insurance	\$3,426
Other - Employee Bonuses	\$10,477
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$532,658</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$532,658</b>

Contractor Initial: DS  
SW

Project ID #

Date: 7/26/2023

Exhibit C-6 Budget,  
Amendment #4 SFY26

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group
<b>Budget Request for:</b>	Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation
<b>Budget Period</b>	July 1, 2025 to June 30, 2026
<b>Indirect Cost Rate (if applicable)</b>	#DIV/0!
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$126,935
2. Fringe Benefits	\$35,544
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$69
5.(a) Supplies - Educational	\$34
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$252
6. Travel	\$326
7. Software	\$704
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$112
8. (c) Other - Other (specify below)	\$0
Other - Occupancy	\$5,877
Other - Telephone	\$1,129
Other - Postage	\$46
Other - Subscriptions	\$30
Other - Audit and Legal	\$879
Other - Insurance	\$1,106
Other - Employee Bonuses	\$3,253
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$176,296</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$176,296</b>

Contractor Initial:

DS  
SW

Project ID #

Date: 7/26/2023

Exhibit C-7 Budget  
Amendment #4 SFY27

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group
<b>Budget Request for:</b>	Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation
<b>Budget Period</b>	July 1, 2026 to June 30, 2027
<b>Indirect Cost Rate (if applicable)</b>	#DIV/0!
<b>Line Item</b>	<b>Program Cost - Funded by DHHS</b>
1. Salary & Wages	\$197,606
2. Fringe Benefits	\$55,332
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$111
5.(a) Supplies - Educational	\$55
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$412
6. Travel	\$530
7. Software	\$1,190
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$187
8. (c) Other - Other (specify below)	\$0
Other - Occupancy	\$9,582
Other - Telephone	\$1,834
Other - Postage	\$74
Other - Subscriptions	\$49
Other - Audit and Legal	\$1,444
Other - Insurance	\$1,854
Other - Employee Bonuses	\$5,241
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$275,501</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$275,501</b>

Contractor Initial: DS  
SW

Project ID #

Date: 7/26/2023

Exhibit C-8 Budget  
Amendment #4 SFY28

New Hampshire Department of Health and Human Services	
<b>Contractor Name:</b>	Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group
<b>Budget Request for:</b>	Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation
<b>Budget Period</b>	July 1, 2027 to December 30, 2027
<b>Indirect Cost Rate (if applicable)</b>	#DIV/0!
<b>Line Item</b>	<b>Program Cost - Funded by DHHS</b>
1. Salary & Wages	\$52,390
2. Fringe Benefits	\$14,671
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$28
5.(a) Supplies - Educational	\$15
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$108
6. Travel	\$137
7. Software	\$321
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$49
8. (c) Other - Other (specify below)	\$0
Other - Occupancy	\$2,476
Other - Telephone	\$475
Other - Postage	\$18
Other - Subscriptions	\$14
Other - Audit and Legal	\$377
Other - Insurance	\$493
Other - Employee Bonuses	\$1,343
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$72,915</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$72,915</b>

Contractor Initial:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WESTPORT HEALTHCARE MANAGEMENT, INC. is a Missouri Profit Corporation registered to transact business in New Hampshire on August 01, 2018. 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: 800258

Certificate Number: 0006274443



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of July A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PACIFIC HEALTH POLICY GROUP is a New Hampshire Trade Name registered to transact business in New Hampshire on August 02, 2018. 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: 800346

Certificate Number: 0006274634



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of July A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, Andrew Cohen, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Westport Healthcare Management, Inc, dba Pacific Health Policy Group (PHPG).

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 12, 2023, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Scott Wittman is duly authorized on behalf of Westport Healthcare Management, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 12, 2023



\_\_\_\_\_  
Andrew Cohen, Director





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2023

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).

<b>PRODUCER</b> The Lesser Agency 302 W Campbell St  Arlington Heights IL 60005	<b>CONTACT NAME:</b> Lynn Mack CSR <b>PHONE (A/C, No, Ext):</b> (847) 675-3111 <b>FAX (A/C, No):</b> (847) 675-3105 <b>E-MAIL ADDRESS:</b>																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Scottsdale Insurance Co</td> <td>41297</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Scottsdale Insurance Co	41297	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Scottsdale Insurance Co	41297																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Westport Healthcare Management Inc dba Pacific Health Policy Group 900 W North Shore Drive Suite 270 Lake Bluff IL 60044																					

**COVERAGES**      **CERTIFICATE NUMBER:** CL232709117      **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Cyber/Professional Liability			EK13464758	03/03/2023	03/03/2024	Each Claim	2,000,000
							Aggregate	2,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

State of New Hampshire/Dept Health & Human Services Brown Building 129 Pleasant Street Concord NH 03301-3857	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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2023

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).


<b>PRODUCER</b> The Lesser Agency 302 W Campbell St  Arlington Heights IL 60005	<b>CONTACT NAME:</b> Lynn Mack CSR
	<b>PHONE (AC, No, Ext):</b> (847) 675-3111 <b>FAX (AC, No):</b> (847) 675-3105 <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Westport Healthcare Management dba: Pacific Health Policy Group 900 W North Shore Dr Ste 270 Lake Bluff IL 60044	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Travelers Casualty Ins Co of America <b>NAIC #</b> 19046
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** CL2351609515      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL	INSUR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A	UB0R705681	06/08/2023	06/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept of Health & Human Services Brown Building 129 Pleasant Street Concord NH 03301-3857	<b>CANCELLATION</b>  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 
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**BLANKET ADDITIONAL INSURED  
AND  
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

<u>TABLE OF CONTENTS</u>
<b><u>I. Blanket Additional Insured Provisions</u></b>
<b><u>A. Additional Insured – Blanket Vendors</u></b>
<b><u>B. Miscellaneous Additional Insureds</u></b>
<b><u>C. Additional Provisions Pertinent to Additional Insured Coverage</u></b>
<b><u>1. Primary – Noncontributory provision</u></b>
<b><u>2. Definition of "written contract."</u></b>
<b><u>II. Liability Extension Coverages</u></b>
<b><u>A. Bodily Injury – Expanded Definition</u></b>
<b><u>B. Broad Knowledge of Occurrence</u></b>
<b><u>C. Estates, Legal Representatives and Spouses</u></b>
<b><u>D. Legal Liability – Damage to Premises</u></b>
<b><u>E. Personal and Advertising Injury – Discrimination or Humiliation</u></b>
<b><u>F. Personal and Advertising Injury – Broadened Eviction</u></b>
<b><u>G. Waiver of Subrogation - Blanket</u></b>

**I. BLANKET ADDITIONAL INSURED PROVISIONS**

**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;





- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
  4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

#### B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract":
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such "written contract";
  - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:
  - a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.



**b. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

**c. Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, holstaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance; or





(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

a. Is currently in effect or becomes effective during the term of this policy; and

b. Was executed prior to:



- (1) The "bodily injury" or "property damage"; or
  - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### **A. Bodily Injury – Expanded Definition**

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

### **B. Broad Knowledge of Occurrence**

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### **C. Estates, Legal Representatives and Spouses**

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

### **D. Legal Liability – Damage To Premises**

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property**, is replaced by the following:

#### **k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of







- such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  3. Property loaned to you;
  4. Personal property in the care, custody or control of the insured;
  5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
  6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

#### **E. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not done intentionally by or at the direction of:
      - (a) The Insured; or



(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the exclusion entitled Personal and Advertising injury is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (Personal and Advertising Injury - Discrimination or Humiliation) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

**F. Personal and Advertising Injury - Broadened Eviction**

Under Liability and Medical Expenses Definitions, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**G. Waiver of Subrogation - Blanket**

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

50020056202013589542



MKL  
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF MEDICAID SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857  
1-844-ASK-DHHS (1-844-275-3447)  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver  
Interim Commissioner

Henry D. Lipman  
Director

January 9, 2023

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, Division of Medicaid Services, to enter into a **Retroactive** amendment to an existing contract with Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group (VC #228009), Lake Bluff, IL to extend the completion date of the provision to develop and implement a comprehensive evaluation of the State Doorway program from September 29, 2022 to September 29, 2023, with no change to the price limitation of \$1,334,220, and no change to the contract completion date of December 30, 2025, effective retroactive to September 29, 2022, upon Governor and Council approval.

The original contract was approved by Governor and Council on May 19, 2021, item #8, amended on February 16, 2022, item #15, and most recently amended on July 27, 2022, item #6.

**EXPLANATION**

This request is **Retroactive** because the funding for the provision of the State Doorway program evaluation expired on September 29, 2022. The federal awarding agency, the Substance Abuse and Mental Health Services Administration (SAMHSA), approved a 12-month, no-cost extension by utilizing existing carry-forward funding to continue supporting the Doorway program evaluation costs for one (1) additional year, effective Retroactive to September 29, 2022, at no additional cost, for the completion of the Doorway program evaluation no later than September 29, 2023.

The Contractor will continue with the development and implementation of the comprehensive evaluation of the Doorway program by assessing the Doorway program's impact on the State's Substance Use Disorder (SUD) continuum of care, and assisting the Department with program improvement planning.

The Doorway program seeks to ensure all residents in New Hampshire have access to high quality Substance Use Disorder (SUD) services, such as screening and evaluation, Naloxone distribution, access to treatment and recovery services, and peer support services. The Contractor's evaluation report will assist the Department with identifying areas of program improvement. As the Doorway program enters its fourth year of service, it is imperative to ascertain the impacts the program has had on the State of New Hampshire's substance use continuum of care.

The audience for this evaluation includes, but is not limited to, the Governor and Executive Council, State Legislators, and Department leadership and staff.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 2

The Contractor in collaboration with the Department will continue to develop performance metrics to:

- Facilitate responses to the evaluation questions; and
- Measure the success of the Doorway program evaluation.

Should the Governor and Council not authorize this request, the Department may be unable to address any current challenges or gaps across the statewide Doorway program. In addition, the Department would not have the necessary data to identify program improvement areas, as well as future funding allocations.

Area served: Statewide

Respectfully submitted,

  
Lori A. Weaver  
Interim Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

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

Denis Goulet  
*Commissioner*

December 22, 2022

Lori Weaver, Commissioner  
Department of Health and Human Services  
State of New Hampshire  
29 Hazen Drive  
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with Westport Healthcare Management, Inc. d/b/a Pacific Health Policy Group, as described below and referenced as DoIT No. 2021-051B.

The purpose of this request is for continued for development and implementation of the comprehensive evaluation of the Doorway program by assessing the Doorway program's impact on the State's Substance Use Disorder (SUD) continuum of care and assisting the Department with program improvement planning.

The Price Limitation will remain the same at \$1,334,220 effective upon Governor and Executive Council approval retroactive from September 29, 2022 through December 30, 2025.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd  
DoIT #2021-051B

cc: Mike Williams, IT Manager

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

This Amendment to the Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Westport Healthcare Management, Inc. dba Pacific Health Policy Group ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 19, 2021 (Item #8), as amended on February 16, 2022 (Item #15), and most recently amended on July 27, 2022 (Item #6), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Modify Exhibit B-1 – Amendment #2, Additional Scope of Services, Section 1, to read:
  1. Statement of Work – The Completion Date for this Additional Scope of Services is September 29, 2023.
2. Modify Exhibit C, Payment Terms, Section 3, Subsection 3.1, to read:
  - 3.1 The Contractor shall submit invoices, in a form satisfactory to the Department, by the fifteenth (15<sup>th</sup>) working day of the month, for actual hours worked in the prior month in fulfillment of Exhibit B-1 – Amendment #2, Additional Scope of Services, which has a Completion Date of September 29, 2023.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to September 29, 2022, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

1/10/2023

Date

DocuSigned by:

*Henry D. Lipman*

CF5D4AD1E7004E1

Name: Henry D. Lipman

Title: Medicaid Director

Westport Healthcare Management, Inc. dba Pacific Health  
Policy Group

1/9/2023

Date

DocuSigned by:

*Scott Wittman*

710231525103186

Name: Scott Wittman

Title: Director

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

OFFICE OF THE ATTORNEY GENERAL

1/11/2023

Date

DocuSigned by:  
*Robyn Guarino*  
749734944941460  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:



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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF MEDICAID SERVICES

Lori A. Shilbette  
Commissioner

Henry D. Lipman  
Director

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

June 30, 2022

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, Division of Medicaid Services, to amend an existing agreement with Westport Healthcare Management, Inc., d/b/a Pacific Health Policy Group (VC #228009), Lake Bluff, IL, to expand services to include the development and implementation of a comprehensive evaluation of the State Doorway program, by increasing the price limitation by \$250,000 from \$1,084,220 to \$1,334,220 with no change to the contract completion date of December 30, 2025, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on May 19, 2021, Item #8 and most recently amended with Governor and Council approval on February 16, 2022, item #15.

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available in State Fiscal Years 2024, 2025 and 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	92057050	\$0	\$250,000	\$250,000
			Subtotal	\$0	\$250,000	\$250,000

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 4

**05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF HHS: MEDICAID & BUS POLICY OFC, OFF. OF MEDICAID & BUS. POLICY,  
GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	47000636	\$3,127	\$0	\$3,127
2022	102-500731	Contracts for Prog Svc	47000636	\$42,701	\$0	\$42,701
2023	102-500731	Contracts for Prog Svc	47000636	\$48,271	\$0	\$48,271
2024	102-500731	Contracts for Prog Svc	47000636	\$39,517	\$0	\$39,517
2025	102-500731	Contracts for Prog Svc	47000636	\$61,796	\$0	\$61,796
2026	102-500731	Contracts for Prog Svc	47000636	\$32,973	\$0	\$32,973
			<i>Subtotal</i>	\$228,385	\$0	\$228,385

**05-95-47-470010-7937 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF HHS: OFC OF MEDICAID & BUS POLICY, OFF. OF MEDICAID & MEDICAID  
ADMINISTRATION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	97000536	\$8,041	\$0	\$8,041
2022	102-500731	Contracts for Prog Svc	97000536	\$129,802	\$0	\$129,802
2023	102-500731	Contracts for Prog Svc	97000536	\$129,198	\$0	\$129,198
2024	102-500731	Contracts for Prog Svc	97000536	\$161,814	\$0	\$161,814
2025	102-500731	Contracts for Prog Svc	97000536	\$234,922	\$0	\$234,922
2026	102-500731	Contracts for Prog Svc	97000536	\$192,058	\$0	\$192,058
			<i>Subtotal</i>	\$855,835	\$0	\$855,835
			<b>TOTAL</b>	<b>1,084,220</b>	<b>\$250,000</b>	<b>\$1,334,220</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 4

### EXPLANATION

The purpose of this request is for the Contractor to develop and implement a comprehensive evaluation of the State Doorway program by assessing the Doorway program's impact on the State's SUD continuum of care. In addition, the Contractor will assist the Department with program improvement planning.

The expanded scope of services for the comprehensive evaluation of the State Doorway program is effective through September 29, 2022, which is the current end date for this additional funding. However, the Department is seeking a 12-month, no-cost extension from the Substance Abuse and Mental Health Services Administration (SAMHSA), the federal awarding agency, that will allow for the completion of the comprehensive evaluation after September 29, 2022. This Department expects the no-cost extension to be approved by SAMSHA to allow for any remaining funds to support project costs for one (1) additional year. The Department will seek Fiscal and Governor and Council approval for the no-cost extension if it is approved and also seek to amend this contract to extend the comprehensive evaluation work beyond September 29, 2022.

The Doorway program seeks to ensure all residents in New Hampshire have access to high quality SUD services, such as screening and evaluation, Naloxone distribution, access to treatment and recovery services, and peer support services. The Contractor will utilize Doorway contractors' existing reports such as stakeholder interviews and Doorway site visit documentation, population and claims data, and current needs assessments, to evaluate the Doorway program and provide a comprehensive evaluation report to the Department. The evaluation report will assist the Department with identifying areas of program improvement by addressing the following questions:

- Are the Doorways fulfilling the goals of the NH SOR program?
- Are the benefits provided by the Doorways justified by the financial investment committed?
- Has the administration of Doorways by regional hospitals had an impact on the performance of Doorways for better or worse?
- In what ways should Doorways and the Doorway model change to improve access to care and reduce overdose fatalities?

Any gaps in existing qualitative data needed to complete the evaluation will be addressed by conducting additional client and Doorway staff interviews.

The Contractor in collaboration with the Department will develop performance metrics to:

- Facilitate responses to the evaluation questions; and
- Measure the success of the Doorway program evaluation.

The intended audience of this evaluation includes but is not limited to State Legislators, the Governor and Executive Council, and Department staff.

Should the Governor and Council not authorize this request, the Department may be unable to address any current challenges or gaps across the statewide Doorway program. In addition, the Department would not have the necessary data to identify program improvement areas, as well as future funding allocations.

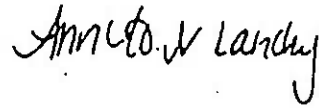
Area served: Statewide

Source of Federal Funds: Assistance Listing Number (ALN) 93.788, Federal Award Identification Number (FAIN) H79TI083326.

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is written in a cursive style with a long, sweeping tail on the last letter.

Lori A. Shibinette  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation contract, is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Westport Healthcare Management, Inc., d/b/a Pacific Health Policy Group ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 19, 2021 (Item #8), as amended on February 16, 2022, #15, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
  - 1.1. \$1,334,220
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
  1. Robert W. Moore, Director
3. Add Exhibit B-1 – Amendment #2, Additional Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 59% Federal Funds from:
      - 1.1.1. Medicaid Entitlement, as awarded on January 27, 2021, by the Centers for Medicare and Medicaid Services (CMS), CFDA #93.778, FAIN 2005NH5ADM.
      - 1.1.2. State Opioid Response Grant as awarded on August 9, 2021, by the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.788, FAIN H79TI083326.
    - 1.2. 32% General Funds.
    - 1.3. 9% Other Funds from the New Hampshire Granite Advantage Health Care Trust Fund.
5. Modify Exhibit C, Payment Terms, Section 3, by adding 3.1 to read:
  - 3.1. The Contractor shall submit two (2) invoices, in a form satisfactory to the Department, with a combined total amount not to exceed \$250,000 for actual hours worked in fulfillment of Exhibit B-1 – Amendment #2, Additional Scope of Services, which has a Completion Date of September 29, 2022. The first (1st) invoice must be submitted by September 15, 2022, and the second (2nd)/final invoice must be submitted by October 15, 2022, to initiate payment for staff hours worked in the prior month.

os  
SW

3.1.1. In lieu of hard copies, invoices for the services specified in Exhibit B-1 – Amendment #2, Additional Scope of Services, may be assigned an electronic signature and emailed to [dhhs.dbhinvoicesbdas@dhhs.nh.gov](mailto:dhhs.dbhinvoicesbdas@dhhs.nh.gov), or invoices may be mailed to:

Finance Manager  
Bureau of Drug and Alcohol Services  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301-3857

6. Modify Exhibit C, Payment Terms, Section 4, by deleting and replacing Subsection 4.1 with:

4.1. Payment shall be made for actual hours worked in fulfillment of Exhibit B-1 – Amendment #2, Additional Scope of Services, upon Department approval of each invoice received in accordance with Subsection 3.1 above, and the hourly rates in the table below:

Position Title	Hourly Rate
Director	\$295.00
Senior Associate	\$275.00
Statistician	\$275.00
Data Analyst	\$245.00

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

DocuSigned by:

*Henry D. Lipman*

CF3044D4F7004E4...

7/6/2022

Date

Name: Henry D. Lipman

Title: Medicaid Director

Westport Healthcare Management, Inc.  
d/b/a Pacific Health Policy Group

DocuSigned by:

*Scott Wittman*

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7/6/2022

Date

Name: Scott Wittman

Title: Director

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

OFFICE OF THE ATTORNEY GENERAL

7/6/2022

Date

DocuSigned by:  
*Takhmina Rakhmatova*  
FDF521CB25C3MAC...  
Name: Takhmina Rakhmatova  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:



**New Hampshire Department of Health and Human Services  
Substance Use Disorder, Serious Mental Illness and Serious Emotional  
Disturbance 1115 Demonstration Waiver Design and Implementation**

**EXHIBIT B-1 – Amendment #2**

**Additional Scope of Services**

**1. Statement of Work – The Completion Date for this Additional Scope of Services is September 29, 2022.**

**1.1. Doorway Program Evaluation ("Evaluation")**

- 1.1.1. The Contractor shall evaluate the State Doorway program to assess its impacts on the State's substance use continuum of care, and to assist the Department with decision making for program improvement and allocation of funding.
- 1.1.2. The Evaluation target audience includes:
  - 1.1.2.1. State leadership, including but not limited to the Legislature and Governor and Council;
  - 1.1.2.2. Department Bureau and Division Directors; and
  - 1.1.2.3. The State Opioid Response (SOR) team.
- 1.1.3. The Contractor shall ensure the Evaluation addresses the following areas:
  - 1.1.3.1. The goals and objectives identified in the SOR grant application;
  - 1.1.3.2. The Doorway program's impact on access to care and quality of care;
  - 1.1.3.3. Assessment of the Doorway program's structure and operations; and
  - 1.1.3.4. Assessment of the Doorway program's benefits relative to its costs.
- 1.1.4. The Contractor shall:
  - 1.1.4.1. Maintain regular communications with Department staff;
  - 1.1.4.2. Assess and enhance available data in a manner that minimizes the burden on providers, consumers, and Department staff;
  - 1.1.4.3. Analyze existing data to support the evaluation, including Medicaid claims and encounter data;
  - 1.1.4.4. Evaluate Doorway Program expenditures and the efficacy of those expenses;
  - 1.1.4.5. Identify opportunities to enhance the Doorway program;
  - 1.1.4.6. Develop a written report of evaluation findings, and submit the report to the Department prior to the Completion Date of this Additional Scope of Services.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder, Serious Mental Illness and Serious Emotional  
Disturbance 1115 Demonstration Waiver Design and Implementation**

**EXHIBIT B-1 – Amendment #2**

- 1.1.5. The Contractor shall develop a Project Plan, within thirty (30) days of the Effective Date of this Amendment, that details all evaluation methods and project activities, including:
  - 1.1.5.1. Evaluation questions;
  - 1.1.5.2. Metrics;
  - 1.1.5.3. Data sources; and
  - 1.1.5.4. Evaluation methods.
- 1.1.6. The Contractor shall update the Project Plan throughout this Agreement period.
- 1.1.7. The Contractor shall work with the Department to determine options for the Doorway Program Evaluation and shall detail the specifications and data collection requirements for all proposed data sources, including:
  - 1.1.7.1. Responsible parties/sources;
  - 1.1.7.2. Frequency; and
  - 1.1.7.3. Validation.
- 1.1.8. The Contractor shall review data sources to ensure the evaluation approach produces the necessary accuracy without imposing undue burdens on the Department or its partners and stakeholders.
- 1.1.9. The Contractor shall conduct data analysis utilizing both exploratory and descriptive strategies and apply statistical and/or logical techniques to describe, summarize, and compare data within the State and across time utilizing quantitative methods that may include:
  - 1.1.9.1. Logistic Regression.
  - 1.1.9.2. Annual measurement of change against a baseline period.
  - 1.1.9.3. Testing for statistical significance where feasible.
- 1.1.10. The Contractor shall work with the Department to assess the feasibility of various evaluation questions and design options. Any refinements to the evaluation approach shall be updated in the Project Plan.
- 1.1.11. The Contractor shall conduct a kick-off meeting with Department staff within 15 days of the approval date of this Amendment. Meeting topics shall include, but are not limited to:
  - 1.1.11.1. Existing data sources.
  - 1.1.11.2. Performance measures.
  - 1.1.11.3. Evaluation objectives.

**New Hampshire Department of Health and Human Services  
Substance Use Disorder, Serious Mental Illness and Serious Emotional  
Disturbance 1115 Demonstration Waiver Design and Implementation**

**EXHIBIT B-1 – Amendment #2**

- 1.1.12. The Contractor shall collaborate with the Department to prepare agendas for regular project status meetings to provide progress updates and discuss any issues/barriers and proposed methods to resolve.
- 1.1.13. The Contractor shall prepare and distribute minutes of the project status meetings that summarize meeting content and identify follow-up items, including responsible parties and target completion dates.
- 1.1.14. The Contractor shall participate in conference calls or virtual meetings and/or attend in-person meetings with the Department, upon Department request.
- 1.1.15. During project initiation, the Contractor shall in collaboration with Department staff, identify all internal and external project stakeholders and their roles in the project.
- 1.1.16. The Contractor shall review existing Doorway program activities which may include:
  - 1.1.16.1. Routine meetings or advisory groups, which may be good sources of information or feedback for the Evaluation.
  - 1.1.16.2. Working with the Department to determine the best method to reach stakeholders in order to prepare materials accordingly, which may include:
    - 1.1.16.2.1. PowerPoint presentations.
    - 1.1.16.2.2. Individual provider letters.
    - 1.1.16.2.3. Discussion documents.
    - 1.1.16.2.4. Email communications.
- 1.1.17. The Contractor shall review all milestones and timelines to ensure alignment with the Department's objectives and expectations of the Evaluation.
- 1.2. Data Collection and Analysis:
  - 1.2.1. The Contractor shall compile and analyze existing qualitative and quantitative data sets. Should gaps exist that limit the examination of any proposed research questions, the Contractor may consider:
    - 1.2.1.1. Conducting Doorway interviews.
    - 1.2.1.2. Requesting additional information.
    - 1.2.1.3. Revising or eliminating the question.
  - 1.2.2. The Contractor shall enhance existing SOR data with an analysis of Medicaid claims and encounters for Doorway service recipients who are Medicaid enrolled in order to examine utilization trends by diagnosis and geography.

DS  
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**New Hampshire Department of Health and Human Services  
Substance Use Disorder, Serious Mental Illness and Serious Emotional  
Disturbance 1115 Demonstration Waiver Design and Implementation**

**EXHIBIT B-1 – Amendment #2**

- 1.2.3. The Contractor shall assist Department staff with developing a framework for the on-going examination of claims and encounters for Doorway service recipients who are also enrolled in Medicaid.
- 1.2.4. The Contractor shall develop a final determination of evaluation questions and measures following a review of sample size and data integrity.
- 1.2.5. The Contractor shall conduct a review of the preliminary findings with Doorway site managers and other stakeholders as time permits to validate and expand Evaluation results as well as solicit feedback on improving program operations and outcomes.
- 1.2.6. The Contractor shall:
  - 1.2.6.1. Prepare a draft Evaluation Report and submit for review by the Department and Doorway site staff prior to the Completion Date of this Additional Scope of Services; and
  - 1.2.6.2. Refine and finalize the Evaluation Report based on feedback received from the Department and Doorway site staff.
- 1.2.7. The Contractor shall participate in virtual or on-site reviews conducted by the Department upon request.
- 1.3. Reporting and Deliverables
  - 1.3.1. The Contractor must submit the final Evaluation Report to the Department for approval prior to the Completion Date of this Additional Scope of Services, which must include:
    - 1.3.1.1. A summary of the evaluation approach; and
    - 1.3.1.2. Data analysis and findings for the identified evaluation questions.
  - 1.3.2. The Contractor shall update the Project Plan as needed due to any modifications to the project and completion timelines and submit to the Department for approval.
  - 1.3.3. The Contractor shall develop and present a summary of the final Evaluation Report to the Department, legislators and/or stakeholders prior to the Completion Date of this Additional Scope of Services.
  - 1.3.4. The Contractor may be required to provide additional key data and metrics to the Department in a format specified by the Department.
  - 1.3.5. The Contractor shall work with the Department to develop performance metrics to:
    - 1.3.5.1. Facilitate responses to the evaluation questions; and
    - 1.3.5.2. Measure the success of the Doorway Program Evaluation.

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DocuSign Envelope ID: 68763754-5880-4EE9-ADA1-615E732E54F4

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Lori A. Silblatte  
Commissioner

Henry D. Lipman  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF MEDICAID SERVICES

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

January 19, 2022

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, Division of Medicaid Services, to amend an existing agreement with Westport Healthcare Management, Inc., d/b/a Pacific Health Policy Group (VC #228009), Lake Bluff, IL, to expand and implement the federally required Evaluation Design Plan for the 1115 Substance Use Disorder (SUD) demonstration waiver to include the evaluation of Severe Mental Illness (SMI) services and Serious Emotional Disturbance services, by increasing the price limitation by \$537,109 from \$547,111 to \$1,084,220 with no change to the contract completion date of December 30, 2025, effective upon Governor and Executive Council approval and the Center for Medicare and Medicaid Services (CMS) approval of New Hampshire's Amendment to the 1115 demonstration titled, "Substance Use Disorder Treatment and Recovery Access" (SUD-TRA) (Project Number 11-W-00321/1). 50% Federal Funds. 39% General Funds. 11% Other Funds (New Hampshire Granite Advantage Health Care Trust Fund).

The original contract was approved by Governor and Council on May 19, 2021, item #8.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024, 2025 and 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF HHS: MEDICAID & BUS POLICY OFC, OFF. OF MEDICAID & BUS. POLICY,  
GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	47000636	\$3,127	\$0	\$3,127
2022	102-500731	Contracts for Prog Svc	47000636	\$37,101	\$5,600	\$42,701
2023	102-500731	Contracts for Prog Svc	47000636	\$46,850	\$1,421	\$48,271

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His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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2024	102-500731	Contracts for Prog Svc	47000636	\$22,662	\$16,855	\$39,517
2025	102-500731	Contracts for Prog Svc	47000636	\$40,512	\$21,284	\$61,796
2026	102-500731	Contracts for Prog Svc	47000636	\$2,938	\$30,035	\$32,973
			<i>Subtotals</i>	\$153,190	\$75,195	\$228,385

**05-95-47-470010-7937, HEALTH AND SOCIAL SERVICES, HEALTH AND DEPT OF HHS:  
OFC OF MEDICAID & BUS POLICY, OFF. OF MEDICAID & MEDICAID ADMINISTRATION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	47000536	\$8,041	\$0	\$8,041
2022	102-500731	Contracts for Prog Svc	47000536	\$95,402	\$34,400	\$129,802
2023	102-500731	Contracts for Prog Svc	47000536	\$120,472	\$8,726	\$129,198
2024	102-500731	Contracts for Prog Svc	47000536	\$58,276	\$103,538	\$161,814
2025	102-500731	Contracts for Prog Svc	47000536	\$104,176	\$130,746	\$234,922
2026	102-500731	Contracts for Prog Svc	47000536	\$7,554	\$184,504	\$192,058
			<i>Subtotals</i>	\$393,921	\$461,914	\$855,835
			<b>TOTALS</b>	<b>\$547,111</b>	<b>\$537,109</b>	<b>\$1,084,220</b>

**EXPLANATION**

The purpose of this request is for the Contractor to expand and implement the federally required Evaluation Design Plan for the 1115 Substance Use Disorder (SUD) demonstration waiver to include the evaluation of Severe Mental Illness (SMI) services and Serious Emotional Disturbance services. The Contractor will begin the expanded services only upon both Governor and Executive Council approval and Center for Medicare & Medicaid Services (CMS) approval of New Hampshire's Amendment to the 1115 demonstration titled, "Substance Use Disorder Treatment and Recovery Access" (SUD-TRA) (Project Number 11-W-00321/1).

The 1115 Substance Use Disorder demonstration waiver authorizes providers classified as Institutions for Mental Diseases to receive reimbursement from Medicaid for certain Substance Use Disorder residential services. The Department is amending the waiver to authorize

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His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 4

Institutions for Mental Diseases to receive reimbursement from Medicaid for short-term inpatient psychiatric treatment or short-term residential mental health treatment for adults 19-64 years of age.

CMS Special Terms and Conditions of the 1115 Substance Use Disorder demonstration waiver required the Department to hire an external evaluator to implement an evaluation design plan. The addition of Severe Mental Illness services and Serious Emotional Disturbance services to the waiver requires the Department to double the evaluation activities included in the existing evaluation design plan.

CMS technical assistance recommends states that are amending SUD/IMD 1115 demonstration waivers retain the same evaluation contractor when possible due to the integration of the performance standards. The Contractor is currently developing and implementing the initial evaluation design plan for the 1115 Substance Use Disorder waiver demonstration and will include the Severe Mental Illness and Serious Emotional Disturbance evaluation activities as required by CMS.

The Contractor is utilizing both qualitative and quantitative methods to implement the evaluation design plan, supporting the Department in complying with CMS general reporting and evaluation requirements, and delivering all CMS reporting requirements, which include Quarterly Monitoring Reports, Mid-Point Assessment, Interim Evaluation Report and a Final Summative Evaluation Report.

In addition to meeting federal requirements, the results of the updated evaluation will inform the Department as to whether the goals of the added Severe Mental Illness and Serious Emotional Disturbance services are achieved. This includes understanding if the demonstration is effective in appropriately providing access for Medicaid beneficiaries to the community-based treatment continuum, including short-term inpatient psychiatric treatment or short-term residential mental health treatment in Institutions for Mental Diseases.

The Department will monitor contracted services to ensure:

- Data collection and analysis is timely and accurate;
- Federal reporting is submitted to CMS timely; and
- Federal performance reports represent valid and reliable findings as indicated by federal CMS approval.

Should the Governor and Council not authorize this request, providers classified as Institutions for Mental Diseases will not be authorized to receive reimbursement from Medicaid for certain Substance Use Disorder treatment services or for beneficiaries 21-64 years of age receiving short-term inpatient psychiatric treatment or short-term residential mental health treatment. Furthermore, the Department will be out of compliance with the CMS Special Terms and Conditions of the Substance Use Disorder, Severe Mental Illness and Serious Emotional Disturbance 1115 Demonstration. Noncompliance may result in financial penalties to the Department and/or rescinding the approval of the Substance Use Disorder, Severe Mental Illness and Serious Emotional Disturbance 1115 Demonstration.

Area served: Statewide

Source of Federal Funds: CFDA #93.778, FAIN 2005NH5ADM.





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Denis Goulet  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

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

January 25, 2022

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

Dear Commissioner Shabinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Westport Healthcare Management, Inc., d/b/a Pacific Health Policy Group, Lake Bluff, IL, as described below and referenced as DoIT No. 2021-051A.

This is a request for approval to enter into a contract amendment with Pacific Health Policy Group to expand and implement the federally required Evaluation Design Plan for the 1115 Substance Use Disorder (SUD) demonstration waiver to include the evaluation of Severe Mental Illness (SMI) services and Serious Emotional Disturbance services.

This amendment will increase the price limitation by \$537,109, from \$547,111 to \$1,084,220, and shall become effective upon Governor and Council approval through December 30, 2025.

A copy of this letter should accompany your Agency's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/RA  
DoIT #2021-051A

cc: Michael Williams, DoIT - ID Lead

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation contract (formerly known as Substance Use Disorder 1115(a) Waiver Evaluation Design Implementation), is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Westport Healthcare Management, Inc., d/b/a Pacific Health Policy Group ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 19, 2021 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Modify Form P-37 General Provisions, Subject: Substance Use Disorder 1115(a) Waiver Evaluation Design Implementation, RFP-2021-DMS-01-SUBST, to read:

Subject: Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation (RFP-2021-DMS-01-SUBST)

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

**\$1,084,220**

3. Modify Exhibit B, Scope of Services, by replacing all references to "Substance Use Disorder 1115 Demonstration (SUD Demonstration Waiver)," to read:

Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver (SUD-SMI Demonstration Waiver).

4. Modify Exhibit B, Scope of Services, Section 1. Statement of Work, Subsection 1.2, to read:

**1.2. Evaluation Design Plan**

1.2.1. The Contractor shall commence services identified in this Subsection 1.2 upon the Centers for Medicare and Medicaid Services (CMS) approval of New Hampshire's Amendment to the 1115 demonstration titled, "Substance Use Disorder Treatment and Recovery Access" (SUD-TRA) (Project Number 11-W-00321/1).

1.2.2. The Contractor shall develop an Evaluation Design Plan specific to the Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver (SUD-SMI Demonstration Waiver), for approval by the Department and the CMS.

1.2.3. The Contractor shall ensure the Evaluation Design Plan includes all aspects of the SUD-SMI Demonstration Waiver that requires evaluation.

1.2.4. The Contractor shall develop and provide a draft Evaluation Design Plan to the Department for review and approval, no later than 180 days after the SUD-SMI Demonstration Waiver approval date, for CMS review.

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- 1.2.5. Upon receiving the CMS review and findings of the draft Evaluation Design Plan, the Contractor in consultation with the Department shall develop any necessary plan design revisions. The Contractor shall:
  - 1.2.5.1. Provide a revised Evaluation Design Plan to the Department for review and approval no later than 45 days after receipt of CMS review and findings; and
  - 1.2.5.2. Consult with the Department and provide any further Evaluation Design Plan revisions as needed to ensure final approval by CMS.
- 5. Modify Exhibit C, Payment Terms, Section 1, to read:
  - 1. This Agreement is funded by:
    - 1.1. 50% Federal Funds from Medicaid Entitlement, as awarded on January 27, 2021, by the Centers for Medicare and Medicaid Services, CFDA #93.778, FAIN #2005NH5ADM.
    - 1.2. 39% General Funds.
    - 1.3. 11% Other Funds from the New Hampshire Granite Advantage Health Care Trust Fund.
- 6. Modify Exhibit C, Payment Terms, Section 3, to read:
  - 3. The Contractor shall submit an invoice each month in a form satisfactory to the Department by the fifteenth (15th) working day of the month requesting 1/12th reimbursement of the State Fiscal Year (SFY) appropriation incurred in the prior month, to initiate payment, which must identify actual expenditures incurred.
- 7. Modify Exhibit C, Payment Terms, Section 4, to read:
  - 4. Monthly payments of 1/12th of each SFY appropriation will be made in the fulfillment of this Agreement upon Department approval of each invoice received in accordance with Section 6 above and Exhibit C-1 through Exhibit C-6, Budget – Amendment #1.
    - 4.1. Payments for the balance of current and new SFY 2022 funding will be pro-rated based on the months remaining in SFY 2022.
- 5. Modify Exhibit C-2 by replacing it in its entirety with Exhibit C-2 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.
- 6. Modify Exhibit C-3 by replacing it in its entirety with Exhibit C-3 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.
- 7. Modify Exhibit C-4 by replacing it in its entirety with Exhibit C-4 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.
- 8. Modify Exhibit C-5 by replacing it in its entirety with Exhibit C-5 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.
- 9. Modify Exhibit C-6 by replacing it in its entirety with Exhibit C-6 Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon both Governor and Executive Council approval and approval by the Centers for Medicare & Medicaid Services of New Hampshire's Amendment to the 1115 demonstration titled, "Substance Use Disorder Treatment and Recovery Access" (SUD-TRA) (Project Number 11-W-00321/1).

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire  
Department of Health and Human Services

Designated by:

*Henry D. Lipman*

CF501104F7004E1...

1/26/2022

Date

Name: Henry D. Lipman

Title: Medicaid Director

Westport Healthcare Management, Inc.  
d/b/a Pacific Health Policy Group

Designated by:

*Scott Wittman*

710021C25182483...

1/26/2022

Date

Name: Scott Wittman

Title: Director

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

OFFICE OF THE ATTORNEY GENERAL

1/27/2022

Date

DocuSigned by:  
*Robyn Guarino*  
718734844841480...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-2 Budget - Amendment #1

New Hampshire Department of Health and Human Services											
Bidder Name: Westport Healthcare Management, Inc. dba Pacific Health Policy Group											
Budget Request for: Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1115 Demonstration Waiver Design and Implementation											
Budget Period: Base Fiscal Year 2022 (July 1, 2021 - June 30, 2022)											
Line Item	Total Program Cost			Contractor Share (Match)			Funded by DHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salaries/wages	123,278.00		123,278.00				123,278.00			123,278.00	
2. Contracted Benefits	20,317.24		20,317.24				20,317.24			20,317.24	
3. Computers											
4. Equipment											
Rental											
Repair and maintenance											
Purchase/operation											
5. Supplies											
Educational											
Lab											
Pharmacy											
Medical											
Office											
6. Travel											
7. Occupancy											
8. Current Expenses											
Telephone											
Printing											
Subscriptions											
Audit and Legal											
Insurance											
Board Expenses											
9. Software											
10. Marketing/Communications											
11. Staff Education and Training											
12. Subcontract/Management											
13. Other indirect Costs (4.27%)	14,708.00		14,708.00				14,708.00			14,708.00	
TOTAL	172,982.27		172,982.27				172,982.27			172,982.27	

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 Contractor Initials

Date 1/26/2022

Exhibit C-3 Budget - Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: Westport Healthcare Management, Inc. dba Pacific Health Policy Group

Budget Request for: Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1113 Demonstration Waiver Design and Implementation

Budget Period: State Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DSHS per contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Employment	176,473.66		176,473.66				176,473.66		176,473.66
2. Employee Benefits	15,612.50		15,612.50				15,612.50		15,612.50
3. Contracted									
4. Equipment									
Rent									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Operations									
8. Current Expenses									
Telephone									
Furniture									
Subscriptions									
Auto and Lease									
Insurance									
Other Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Support/Supplies/Programs									
13. Other Indirect Costs (7.62%)	11,961.70		11,961.70				11,961.70		11,961.70
<b>TOTAL</b>	<b>177,435.36</b>		<b>177,435.36</b>				<b>177,435.36</b>		<b>177,435.36</b>

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Contractor Initials

Date 1/26/2022

Exhibit C-4 Budget - Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: Whizport Healthcare Management, Inc. dba Pacific Health Policy Group

Budget Request for: Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance 1119 Demonstration Waiver Design and Implementation

Budget Period: State Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Line Item	Total Program Cost			Contractor Share / Match			Funded by OAHLS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Staff Salaries/Wages	143,482.00		143,482.00				143,482.00		143,482.00
2. Employee Benefits	40,175.31		40,175.31				40,175.31		40,175.31
3. Computers									
4. Equipment									
Furniture									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Printing									
Subscriptions									
Fuel and Cost									
Insurance									
Event Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontract/Management									
13. Other Indirect Costs (0.072%)	17,871.85		17,871.85				17,871.85		17,871.85
<b>TOTAL</b>	<b>161,329.16</b>		<b>161,329.16</b>				<b>161,329.16</b>		<b>161,329.16</b>

SW

Contractor Initials



Exhibit C-3 Budget - Amendment #1

New Hampshire Department of Health and Human Services

Vendor Name: Westport Healthcare Management, Inc. dba Pacific Health Policy Group

Budget Request for: Substance Use Disorder, Serious Mental Illness and Serious Emotional Disturbance (SEM) Demonstration Waiver Design and Implementation

Budget Period: State Fiscal Year 2023 (July 1, 2024 - June 30, 2025)

Line Item	Total Program Cost			Contractor Share / Match			Funded by Other Sources/Share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	112,800.87		112,800.87				112,800.87		112,800.87
2. Employee Benefits	13,408.33		13,408.33				13,408.33		13,408.33
3. Contractual									
4. Equipment									
4.1. Rent									
4.2. Repair and Maintenance									
4.3. Furniture/Equipment									
5. Supplies									
5.1. Educational									
5.2. Lab									
5.3. Pharmacy									
5.4. Medical									
5.5. Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
8.1. Telephone									
8.2. Printing									
8.3. Subscriptions									
8.4. Audit and Legal									
8.5. Insurance									
8.6. Other Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Recruitment and Training									
12. Subcontract/Management									
13. Other Indirect Costs (BAAs)	24,218.29		24,218.29				24,218.29		24,218.29
<b>TOTAL</b>	<b>150,427.49</b>		<b>150,427.49</b>				<b>150,427.49</b>		<b>150,427.49</b>

Contractor Name: SW

Date: 1/26/2022

Exhibit C-6 - Budget - Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: Westcon Healthcare Management, Inc. dba Pacific Health Policy Group

Budget Request for: Substances Use Disorder, Surface Mental Illness and Surface Emotional Disturbance 1115 Demonstration Waiver Design and Implementation

Budget Period: State Fiscal Year 2020 (July 1, 2020 - October 31, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DSHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	142,817.48		142,817.48				142,817.48		142,817.48
2. Employee Benefits	3,366.87		3,366.87						
3. Consultants									
4. Equipment									
5. Supplies									
6. Travel									
7. Occupancy									
8. Contract Expenses									
9. Software									
10. Monitoring/Compliance									
11. Staff (Education and Training)									
12. Subcontract Expenses	16,634.87		16,634.87				16,634.87		16,634.87
13. Other Waiver Costs (1.977%)									
<b>TOTAL</b>	<b>162,817.48</b>		<b>162,817.48</b>				<b>162,817.48</b>		<b>162,817.48</b>

  
 Contractor Initials

Date 1/26/2022

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MAC

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Lord A. Sabharwal  
Commissioner

Henry D. Lipscomb  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF MEDICAID SERVICES

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-1964  
www.dhhs.nh.gov

April 28, 2021

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, Division of Medicaid Services, to enter into a contract with Westport Healthcare Management, Inc. /dba, Pacific Health Policy Group (VC#TBD), Lake Bluff, IL, in the amount of \$547,111 to implement an evaluation design to enable the Department to meet the Centers for Medicare & Medicaid Services independent evaluation requirements for the Substance Use Disorder Section 1115(a) Medicaid Demonstration Waiver, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through December 30, 2025. 50% Federal Funds, 36% General Funds, 14% Other Funds (New Hampshire Granite Advantage Health Care Program Trust Fund).

Funds are available in the following accounts for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Years 2022, 2023, 2024, 2025 and 2026 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF HHS: MEDICAID & BUS POLICY OFC, OFF. OF MEDICAID & BUS. POLICY,  
GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Services	TBD	\$3,127
2022	102-500731	Contracts for Program Services	TBD	\$37,101
2023	102-500731	Contracts for Program Services	TBD	\$46,850
2024	102-500731	Contracts for Program Services	TBD	\$22,682
2025	102-500731	Contracts for Program Services	TBD	\$40,512
2026	102-500731	Contracts for Program Services	TBD	\$2,938
			Sub-Total:	\$153,190

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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**05-00095-047-470010-7937, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY  
MEDICAID ADMINISTRATION**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Services	TBD	\$8,041
2022	102-500731	Contracts for Program Services	TBD	\$95,402
2023	102-500731	Contracts for Program Services	TBD	\$120,472
2024	102-500731	Contracts for Program Services	TBD	\$58,276
2025	102-500731	Contracts for Program Services	TBD	\$104,178
2028	102-500731	Contracts for Program Services	TBD	\$7,554
			Sub-Total:	\$393,921
			Total:	\$647,111

**EXPLANATION**

The purpose of this request is for the Contractor to perform an evaluation of the Substance Use Disorder (SUD) Section 1115(a) Medicaid Demonstration Waiver (SUD 1115 Demonstration) in accordance with the SUD 1115 Demonstration Evaluation Design as approved by the U.S. Centers for Medicare & Medicaid Services (CMS) on May 22, 2019. Evaluating the results of the SUD 1115 Demonstration by an independent evaluator is federally required by the Special Terms and Conditions of the SUD 1115(a) Demonstration, which was approved by CMS on July 10, 2018.

The Pacific Health Policy Group was competitively selected to implement the approved evaluation design of the New Hampshire Substance Use Disorder Treatment and Recovery Access Demonstration. This demonstration is intended to address critical unmet needs for residential SUD treatment; improve the quality of SUD treatment; and, maintain or reduce costs. It authorizes New Hampshire to provide high quality and clinically appropriate SUD treatment services in residential and inpatient treatment settings that qualify as an Institution for Mental Diseases.

The results of the evaluation will inform the Department as to whether the goals of the SUD 1115(a) waiver were achieved. This will include understanding if the demonstration was effective in maintaining critical access to opioid use disorder (OUD) and other SUD services and continued delivery system improvement that will support coordinated and comprehensive OUD/SUD treatment for Medicaid beneficiaries. This demonstration will build on New Hampshire's effort to improve models of care focused on supporting beneficiaries in the community and home, outside of institutions, and strengthen a continuum of SUD services.

The Selected Vendor will utilize both qualitative and quantitative methods to implement the approved evaluation design. The vendor will support the Department in complying with CMS general reporting and evaluation requirements and deliver all required CMS reporting requirements that include: Quarterly Monitoring Reports; Mid-Point Assessment; Interim Evaluation Report; and a Final Summative Evaluation Report.

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

The Department will monitor contracted services by ensuring data collection and analysis is timely and accurate, Federal reporting is submitted to CMS for approval, and Federal performance reports represent valid and reliable findings as indicated by federal CMS approval.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 1/5/2021 through 2/18/2021. The Department received eight (8) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in the Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1, of the attached contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services; available funding; agreement of the parties; and Governor and Council approval.

Should the Governor and Council not authorize this request the Department will be out of compliance with the CMS Special Terms and Conditions of the SUD 1115 Demonstration. Noncompliance may result in financial penalties to the Department or rescinding the approval of the SUD 1115 Demonstration. Without the SUD 1115 Demonstration providers classified as Institutions for Mental Diseases, will not be authorized to receive reimbursement from Medicaid for certain SUD treatment services.

Area served: Statewide

Source of Funds: CFDA #93.778, FAIN #2005NH5ADM

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

Respectfully submitted,

  
Lori A. Shibanette  
Commissioner



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

Substance Use Disorder 1115(a) Waiver  
Evaluation Design Implementation

RFP-2021-DMS-01-SUBST

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Cutler Institute
2. Health Service Advisory Group (HSAG)
3. IMPAQ International
4. JSI
5. Mercer Health and Benefits
6. NORC
7. Pacific Health Policy Group
8. Public Consulting Group (PCG)

Poss/Fail	Maximum Points	Actual Points
	173	139.3
	173	143
	173	113
	173	134.5
	173	125
	173	112
	173	161.5
	173	84.7

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: Substance Use Disorder 1115(a) Waiver Evaluation Design Implementation/RFP-2021-0MS-01-SUBST

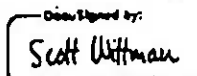
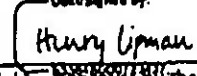
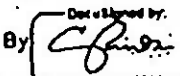
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Westport Healthcare Management, Inc dba Pacific Health Policy Group		1.4 Contractor Address 900 W. North Shore Drive Suite 270 Lake Bluff, IL 60044	
1.5 Contractor Phone Number (224) 765-4420	1.6 Account Number 05 95 47 470010 79370000 102 500731 05 95 47 470010 23580000 102 500731	1.7 Completion Date December 30, 2025	1.8 Price Limitation \$547,111
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date: 4/20/2021 		1.12 Name and Title of Contractor Signatory Scott Wittman Director	
1.13 State Agency Signature Date: 4/22/2021 		1.14 Name and Title of State Agency Signatory Henry Lipman Medicaid Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/30/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**3. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 supercedes all prior agreements and understandings with respect to the subject matter hereof.

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New Hampshire Department of Health and Human Services  
Substance Use Disorder 1115(a) Waiver  
Evaluation Design Implementation



EXHIBIT A

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**REVISIONS TO STANDARD AGREEMENT PROVISIONS**

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to two (2) years additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services  
Substance Use Disorder 1115(a) Waiver  
Evaluation Design Implementation



**EXHIBIT B**

Scope of Services

**1. Statement of Work**

- 1.1. For the purposes of this agreement, all references to days shall mean calendar days, unless otherwise specified.
- 1.2. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 am – 4:00 pm, excluding state and federal holidays.

**1.3. Evaluation Design Implementation**

- 1.3.1. The Contractor shall conduct the evaluation of the Substance Use Disorder (SUD) 1115 Demonstration adhering to details described in the Centers for Medicare & Medicaid Services (CMS) approved Evaluation Design and receive Department approval for all suggested revisions to the Evaluation Design.
- 1.3.2. The Contractor shall support the Department in complying with CMS General Reporting and Evaluation requirements as outlined in the CMS STCs for New Hampshire's SUD 1115 Demonstration.
- 1.3.3. The Contractor shall routinely review new state and federal regulations and related materials pertaining to Medicaid and Section 1115 Demonstrations to ensure we remain current on all requirements.

**1.4. Accessing Existing Data Sources**

- 1.4.1. The Contractor shall coordinate with the Department to identify and execute all necessary data sharing and data use agreements for accessing data associated with the evaluation.
- 1.4.2. The Contractor shall access information across several sources in order to assess the impact of the SUD 1115 Demonstration on health and healthcare outcomes. Data sources include, but are not limited to:
  - 1.4.2.1. Medicaid Management Information System (MMIS) Medicaid fee-for-service and Medicaid Care Management claims, eligibility, and encounter data;
  - 1.4.2.2. Premium Assistance Program Encounter data; and,
  - 1.4.2.3. Medicaid Care Management Performance measures listed: [https://www.dhhs.nh.gov/ombp/medicaid/documents/mcm\\_servicesmodelcontract.pdf](https://www.dhhs.nh.gov/ombp/medicaid/documents/mcm_servicesmodelcontract.pdf) and publicly reported at: <https://medicaidquality.nh.gov/>

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New Hampshire Department of Health and Human Services  
Substance Use Disorder 1115(a) Waiver  
Evaluation Design Implementation



**EXHIBIT B**

- 1.4.3. The Contractor shall execute all data sharing requests and data use agreements for accessing data associated with the evaluation. The selected Vendor will be responsible for accepting regular updates to raw data sources and will proactively scan raw data for quality issues that may impact the evaluation.
- 1.4.4. The Contractor shall ensure analysts review data integrity against past extracts and identify anomalies and trends for discussion with the Department.
- 1.4.5. The Contractor shall perform routine analysis to validate measures with secondary sources, where available, and reconcile differences based on agreed upon data cleaning and smoothing techniques. The Contractor shall:
  - 1.4.5.1. Review data integrity against past extracts;
  - 1.4.5.2. Identify anomalies and trends for discussion with the Department;
  - 1.4.5.3. Conduct routine analysis to validate measures with secondary sources, when available; and
  - 1.4.5.4. Reconcile differences.
- 1.5. **Primary Data Collection for Evaluation Implementation**
  - 1.5.1. The Contractor shall thoroughly research the availability and feasibility of using existing data prior to conducting primary data collection in all instances.
  - 1.5.2. The Contractor shall collect all data in the manner specified in the Evaluation Design, which may include but not be limited to, semi-structured interviews and statistically significant and meaningful provider secret shopper surveys.
  - 1.5.3. The Contractor shall review MMIS claims and Managed Care Organizations (MCO) data collected since the inception of the demonstration to ensure the use of existing data is maximized.
  - 1.5.4. The Contractor shall develop and conduct semi-structured interviews as specified in the Evaluation Design in order, to gather in-depth data from stakeholders on aspects of the SUD 1115 Waiver that cannot be gathered from administrative health and health care data or random sample surveys. The Contractor shall:
    - 1.5.4.1. Develop interview questions for submission to the Department for approval.

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**New Hampshire Department of Health and Human Services  
Substance Use Disorder 1115(a) Waiver  
Evaluation Design Implementation**



**EXHIBIT B**

- 1.5.4.2. Determine whether a sampling frame is necessary and how the sample should be stratified.
- 1.5.5. The Contractor shall conduct brief interviews with SUD IMD providers who have furnished services to Medicaid beneficiaries in the preceding six months. The Contractor shall:
  - 1.5.5.1. Work with the Department at the outset of the project to review the status of rule changes under HeW-513 (Substance Use Disorder Treatment and Recovery Support Services Administrative Rule); He-A 300 (Certification and Operation of Alcohol and Other Drug Disorder Treatment Programs); and He-P 826 (Substance Use Disorder Residential Treatment Facilities).
  - 1.5.5.2. Identify goals of the rule change and develop provider interview guides specific to provider knowledge, understanding and implementation of the changes.
  - 1.5.5.3. Develop questions that assess the perceived impact of rule changes against the goals, including but not limited to, including the impact of perceived administrative burdens.
- 1.5.6. The Contractor shall develop and provide structured interviews to Substance Use Disorder (SUD) providers. The Contractor shall:
  - 1.5.6.1. Work with the Department and the providers to determine the most viable options for conducting interviews, which may include, but is not limited to:
    - 1.5.6.1.1. Individual interviews or focus groups format.
    - 1.5.6.1.2. Interviews via teleconference or on-site, or both.
  - 1.5.6.2. Host a stakeholder information and design discussion with SUD treatment providers. The Contractor shall:
    - 1.5.6.2.1. Provide background on SUD evaluation design.
    - 1.5.6.2.2. Introduce the interview tools for feedback.
  - 1.5.6.3. Provide two (2) staff members, one (1) staff member as a facilitator and one (1) staff member as a note taker when conducting in-person semi-structured interviews or focus groups.

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New Hampshire Department of Health and Human Services  
Substance Use Disorder 1115(a) Walver  
Evaluation Design Implementation



**EXHIBIT B**

- 1.5.7. The Contractor shall develop and conduct provider secret shopper surveys in accordance with the Evaluation Design. The Contractor shall:
  - 1.5.7.1. Develop custom surveys with questions based on standard assessment tools where possible relevant to the hypothesis in the Evaluation Design;
  - 1.5.7.2. Develop the survey administration and sampling methodology that meets the rigor of an academic research institution and supports power analysis when appropriate; and,
  - 1.5.7.3. Develop survey response rate thresholds approved by the Department, and reach thresholds for each survey.
- 1.5.8. The Contractor shall review the techniques and results of the State Fiscal Year 2018 Secret Shopper Survey with the Department. The Contractor shall:
  - 1.5.8.1. Develop preferred-survey methods.
  - 1.5.8.2. Focus on residential providers and align with original survey objectives to determine network availability which shall include, but is not limited to:
    - 1.5.8.2.1. Whether SUD residential providers accept patients enrolled in Medicaid.
    - 1.5.8.2.2. Whether SUD residential providers accept new patients.
    - 1.5.8.2.3. Appointments/wait times for SUD residential treatment.
- 1.6. Measure Calculation
  - 1.6.1. The Contractor shall make every effort to utilize every available performance measures for the evaluation, which may include Medicaid Care Management (MCM) performance measures which are inclusive of the CMS Adult Core Set measures.
  - 1.6.2. The Contractor shall calculate all performance measures necessary for the evaluation that are not already available including baselines.
- 1.7. Data Analysis
  - 1.7.1. The Contractor shall analyze the evaluation data in accordance with in the evaluation design. The Contractor shall implement an analysis

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**New Hampshire Department of Health and Human Services  
Substance Use Disorder 1115(a) Waiver  
Evaluation Design Implementation**



**EXHIBIT B**

that meets CMS best practices and incorporates both quantitative and qualitative measurement.

- 1.7.2. The Contractor shall use the best available data, use controls and adjustments where appropriate and available, and report the limitations of data and the limitations' effects on interpreting the results to the Department. All research hypotheses and methods must incorporate results from sensitivity, specificity, and power analyses to ensure the validity of the evaluation findings.
- 1.7.3. The Contractor shall implement the quantitative and qualitative data analysis methods and related requirements specified in the Evaluation Design and with a rigor meeting the research standards of leading academic institutions and academic journal peer review.
- 1.7.4. The Contractor shall produce a data analytic plan, as approved by the Department, describing each measure in the evaluation design which will include:
  - 1.7.4.1. Measure description;
  - 1.7.4.2. Eligible population;
  - 1.7.4.3. Measure specifications (e.g., numerator and denominator);
  - 1.7.4.4. Associated hypothesis and research questions;
  - 1.7.4.5. Data periods distinguishing between baseline and study period;
  - 1.7.4.6. Data source; and,
  - 1.7.4.7. Comparison group.
- 1.7.5. The Contractor shall use the best available data, use controls and adjustments where appropriate and available, and report the limitations of data and the limitations' effects on interpreting the results to the Department.
- 1.7.6. The Contractor shall address how the impact of the Demonstration can be isolated from other potential influences on beneficiary behavior/outcomes, including use of comparison groups, where practical.
- 1.7.7. The Contractor shall consider approaches to quantify and/or isolate the impact of other contextual factors that may include, but are not limited to:
  - 1.7.7.1. MCO differences.

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New Hampshire Department of Health and Human Services  
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Evaluation Design Implementation



**EXHIBIT B**

- 1.7.7.2. Provider differences.
- 1.7.7.3. Geographical differences.

**1.8. Written Reports**

- 1.8.1. The Contractor shall submit a table of contents for each report in Subsection 3.1 for Department approval no later than 60 days prior to each report due date.
- 1.8.2. The Contractor shall draft all reports in Subsection 3.1 in accordance with CMS and the Department's specified formats.
- 1.8.3. The Contractor shall submit all reports to the Department for revisions and feedback.
- 1.8.4. The Contractor shall provide final versions of each report ensuring responses to the Department's revisions and feedback provided in accordance with paragraph 1.8.3.

**1.9. Mid-Point Assessment**

- 1.9.1. The Contractor shall design, implement, and provide a report that meets the requirements of the 1115 SUD Waiver Special Terms and Conditions 23.
  - 1.9.1.1. For the midpoint assessment the Contractor shall:
    - 1.9.1.2. Design an assessment that includes collaboration with key stakeholders including, but not limited to:
      - 1.9.1.2.1. Managed Care Organizations.
      - 1.9.1.2.2. SUD treatment providers.
      - 1.9.1.2.3. Beneficiaries.
      - 1.9.1.2.4. SUD program partners.
      - 1.9.1.2.5. Department and other key partners.
  - 1.9.1.3. Include an examination of progress towards meeting each milestone and timeframe approved in the SUD implementation protocol and towards closing the gap between baseline and target performance in the SUD monitoring protocol;
  - 1.9.1.4. Include a determination of factors that affected achievement on the milestone and performance measure gaps closure percentage points to date, and determination of selected factors likely to affect future performance in

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meeting milestones and targets not yet met and about the risk of possibly missing those milestones and performance targets;

- 1.9.1.5. Collaborate with the Department Actuary to include a status update of budget neutrality requirements;
- 1.9.1.6. For each milestone or measure target at medium to high risk of not being met, provide recommendations to the Department for adjustments in the state's implementation plan or to pertinent factors that the state can influence that will support improvement; and
- 1.9.1.7. Provide a report to the state that includes the methodologies used for examining progress and assessing risk, the limitations of the methodologies, determinations and any recommendations.

**1.10. Project Management and Support**

- 1.10.1. The Contractor shall develop an Evaluation Implementation Plan, in project plan format and submit the Plan to the Department fifteen (15) business days from the start of the contract. The Evaluation Implementation Plan will include:
  - 1.10.1.1. All evaluation activities and accompanying tasks;
  - 1.10.1.2. Timeframes for completion;
  - 1.10.1.3. Identification of the responsible individuals;
  - 1.10.1.4. A methodology and analysis plan;
  - 1.10.1.5. A data collection plan; and
  - 1.10.1.6. A plan for completing all required interviews and surveys.
- 1.10.2. The Contractor shall maintain a log to track decisions made regarding any changes to the Evaluation Design and/or Evaluation Implementation Plan.
- 1.10.3. The Contractor shall host regularly scheduled project status conference calls with Department staff throughout the project period and provide agendas and minutes from the calls at a frequency to be determined depending upon the phase of implementation.
- 1.10.4. The Contractor shall maintain a Communications and Issues Log provided by the Department in order to document and prioritize issues during project implementation.

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- 1.10.5. The Contractor shall participate in conference calls with CMS as needed.
- 1.10.6. The Contractor shall respond, via email or by phone, to all inquiries from the Department within two (2) business days.
- 1.10.7. The Contractor shall respond to inquiries from the Department within 24 hours.
- 1.10.8. The Contractor shall meet with the Department at least once weekly for a Status Update until all parties agree otherwise.
- 1.10.9. The Contractor shall be available to attend ad hoc meetings as required to address project issues or urgent requests from the Department.
- 1.10.10. The Contractor shall prepare agendas and document weekly Status Updates and ad hoc meetings.
- 1.10.11. The Contractor shall prepare all evaluation reports for approval by CMS.
- 1.10.12. The Contractor shall employ a systematic approach to project management to assure milestones, tasks and timelines are on track and deliverables are of high.
- 1.10.13. The Contractor shall ensure the project plan includes project activities and deliverables in the project plan. The Contractor shall provide task areas as indicated in below, unless otherwise approved by the Department:
  - 1.10.13.1. Task One - Project Initiation and On-Going Management activities which shall include, but are not limited to:
    - 1.10.13.1.1. Schedule and participate in the project kick-off meeting with the Department;
    - 1.10.13.1.2. Prepare Evaluation Implementation Plan and provide kick-off materials to the Department;
    - 1.10.13.1.3. Establish the Department project liaisons and a schedule for weekly status updates and meetings;
    - 1.10.13.1.4. Discuss Demonstration Implementation, CMS concerns or other issues that may impact the original Evaluation Design;

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- 1.10.13.1.5. Identify project stakeholders and key informants for each provider activity (semi-structured interviews, SUD Mid-Point Assessment, Secret Shopper, etc.);
- 1.10.13.1.6. Discuss available the Department data, identify gaps and provide recommendations to address;
- 1.10.13.1.7. Review other SUD initiatives that may influence the evaluation design or analysis plan;
- 1.10.13.1.8. Facilitate and prepare for on-going status meetings; draft agendas, meeting minutes and written progress reports; and
- 1.10.13.1.9. Provide content for quarterly and annual federal reporting, as requested by the Department.

**1.10.13.2. Task Two - SUD Mid-Point Assessment**

- 1.10.13.2.1. Review SUD Implementation Plan and SUD Monitoring Protocol metrics and discuss the status of work and existing data sources;
- 1.10.13.2.2. Propose options for Mid-Point Assessment design;
- 1.10.13.2.3. Collaborate with the Department to frame the content for stakeholder informational and SUD Mid-Point Assessment design session;
- 1.10.13.2.4. Prepare and provide stakeholder informational session materials for the Department review;
- 1.10.13.2.5. Conduct stakeholder informational and design session;
- 1.10.13.2.6. Finalize assessment methods;
- 1.10.13.2.7. Perform SUD Mid-Point Assessment activity and information gathering;
- 1.10.13.2.8. Prepare draft SUD Mid-Point Assessment report for the Department review; and

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- 1.10.13.2.9. Prepare final SUD Mid-Point Assessment report for the Department submission to CMS.
- 1.10.13.3. Task Three - Semi-Structured Interviews and Secret Shopper Surveys
  - 1.10.13.3.1. Draft semi-structured interview tools;
  - 1.10.13.3.2. Draft secret shopper survey methodology and provider survey tools;
  - 1.10.13.3.3. Finalize qualitative data collection tools with the Department;
  - 1.10.13.3.4. Conduct semi-structured interviews;
  - 1.10.13.3.5. Conduct secret shopper survey;
  - 1.10.13.3.6. Collect, enter, and analyze qualitative data, as applicable; and
  - 1.10.13.3.7. Review summary findings with the Department.
- 1.10.13.4. Task Four - Data Collection, Cleaning and Validation
  - 1.10.13.4.1. Define data extracts and receive initial data for data integrity review;
  - 1.10.13.4.2. Finalize methods, measures, and data extract specifications;
  - 1.10.13.4.3. Develop and submit Data Analytic Plan;
  - 1.10.13.4.4. Schedule any necessary stakeholder training, informational or data collection sessions necessary to implement the evaluation design;
  - 1.10.13.4.5. Collect and analyze quantitative data; and
  - 1.10.13.4.6. Review summary findings with the Department.
- 1.10.13.5. Task Five - Prepare Interim Evaluation Report
  - 1.10.13.5.1. Review CMS guidance and confirm report outline with the Department;
  - 1.10.13.5.2. Submit a draft Interim Evaluation Report to the Department;

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- 1.10.13.5.3. Schedule and facilitate the Department feedback session;
- 1.10.13.5.4. Prepare the draft Interim Evaluation Report for the Department submission to CMS;
- 1.10.13.5.5. Participate in discussions with the Department and CMS to respond to questions or requests for clarification; and
- 1.10.13.5.6. Provide any revisions as needed to address CMS feedback and create the Final Interim Evaluation Report.
- 1.10.13.6. Task Six - Prepare Final Summative Evaluation Report.
  - 1.10.13.6.1. Prepare Summative Evaluation Report;
  - 1.10.13.6.2. Submit a draft Summative Evaluation Report to the Department;
  - 1.10.13.6.3. Schedule and facilitate the Department feedback session;
  - 1.10.13.6.4. Prepare a draft Summative Evaluation Report for the Department submission to CMS;
  - 1.10.13.6.5. Participate in discussions with the Department and CMS to respond to questions or requests for clarification; and
  - 1.10.13.6.6. Provide any revisions as needed to address CMS feedback and create final Summative Evaluation Report.

**1.11. Project Team**

- 1.11.1. The Contractor shall provide a lead or project manager who will dedicate time to the project and serve as the primary point of contact for the Department.
- 1.11.2. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks and possess the appropriate professional certification and licensing that may be required by state and federal laws, administrative rules, and regulations.

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1.11.3. The Contractor shall advise the Department of any permanent or temporary changes to or deletions from the Contractor's management, supervisory and key professional personnel who directly impact the provision of required services. The changes must be approved by the Department.

1.11.4. The Contractor shall provide a project team which includes, but is not limited to:

1.11.4.1. Project Manager.

1.11.4.2. Operations manager.

1.11.4.3. Qualitative Data Team, which includes, but is not limited to:

1.11.4.3.1. Team Lead.

1.11.4.3.2. Senior associate statistician.

1.11.4.3.3. Associate surveyor.

1.11.4.4. Quantitative Data Team, which includes, but is not limited to:

1.11.4.4.1. Senior associate team lead.

1.11.4.4.2. Senior associate senior analyst.

**2. Exhibits Incorporated**

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached herelo and incorporated by reference herein.

**3. Reporting Requirements**

3.1. The Contractor shall provide reports as indicated in the table below:

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Report	Description	Due Date	Target Audience
Implementation Plan	Produce and submit a Plan to the Department	Within 15 business days of the start of the contract.	Department
Communications and Issues Log	Documents and prioritizes issues during the project implementation	Ad Hoc	Department
Status Reports	Progress of evaluation activities including: <ul style="list-style-type: none"> <li>• Accomplishment</li> <li>• Current tasks</li> <li>• Challenges</li> <li>• Resolutions to challenges</li> <li>• Open issues</li> <li>• Updated decision log</li> <li>• Interim quantitative findings if available</li> </ul>	Prior to each regular meeting.	Department
Quarterly Reports	As needed to support the Department's quarterly reporting to CMS	Quarterly reporting schedule outlined in CMS deadlines in the STCs.	Department
Data Analytic Plan	Draft plan	60 days after the start of the contract.	Department
Presentations	Visualizations that could include: <ul style="list-style-type: none"> <li>• Infographics</li> <li>• Charts</li> <li>• Graphs</li> </ul>	As needed	Targeted stakeholders
Annual Reports	Produce and submit Reports to the Department	Annual reporting schedule outlined in the CMS deadlines in the STCs	Department CMS
Draft Interim Evaluation Report	Produce and submit a Draft to the Department	60 calendar days prior to the CMS deadline in the STCs	Department CMS
Final Interim Evaluation Report	Produce and submit a Final to the Department	60 calendar days prior to the CMS deadline in the STCs	Department CMS
Draft Mid-Point Assessment Report	Produce and submit a Draft to the Department	60 calendar days prior to the CMS deadline in the STCs	Department CMS



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EXHIBIT B

Report	Description	Due Date	Target Audience
Final Mid-Point Assessment Report	Produce and submit a Final to the Department	15 calendar days prior to the CMS deadline in the STCs	Department CMS
Draft Summative Evaluation Report	Produce and submit a Draft to the Department	60 calendar days prior to the CMS deadline in the STCs	Department CMS
Final Summative Evaluation Report	Produce and submit a Final to the Department	15 calendar days prior to the CMS deadline in the STCs	Department CMS

4. Performance Measures

- 4.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 4.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who

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have speech challenges.

**5.3. Credits and Copyright Ownership**

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. All records must 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,

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labor time cards, payrolls, and other records requested or required by the Department.

- 6.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
  - 1.1. 50% Medicaid Entitlement, as awarded on 1/27/2021, by the Centers for Medicare and Medicaid, CFDA #93.778, FAIN #2005NH5ADM.
  - 1.2. 36% General funds.
  - 1.3. 14% Other funds from the New Hampshire Granite Advantage Health Care Trust Fund(include specific information if available).
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.87.
3. 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, as specified in Exhibits C-1, Budget through Exhibit C-6, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [MedicaidQuality@dhhs.nh.gov](mailto:MedicaidQuality@dhhs.nh.gov), or invoices may be mailed to:
 

NH Medicaid Quality Program  
Office of Quality Assurance and Improvement  
NH Department of Health and Human Services  
129 Pleasant Street – Brown Building Concord, NH 03301-3857
6. The Department 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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**EXHIBIT C**

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
  - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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**EXHIBIT C**

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- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. 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.



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 DocuSign Envelope ID: D560680B-ECA9-434D-A361-0B6A0D1E6590  
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Exhibit C-2

New Hampshire Department of Health and Human Services

Water Main, Wastewater Treatment Plant, and PMP

Budget Request for: Substation Unit Cluster 11 (2) of Water Extension Design Implementation

Budget Period: State Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Line Item	Total Program Cost			Committed Expenditures			Funded by 0607 units of state		
	Amount	Increase	Total	Amount	Increase	Total	Amount	Increase	Total
1. Total Expenditures	11,234,272		11,234,272				11,234,272		11,234,272
2. Employee Salaries	7,200,000		7,200,000				7,200,000		7,200,000
3. Contracting									
4. Equipment									
5. Materials									
6. Professional and Technical Services									
7. Printing and Reproduction	25,000		25,000				25,000		25,000
8. Supplies									
9. Travel	2,000,000		2,000,000				2,000,000		2,000,000
10. Utility									
11. Information Systems	300,000		300,000				300,000		300,000
12. Office									
13. Other	7,000,000		7,000,000				7,000,000		7,000,000
14. Contingency	7,000,000		7,000,000				7,000,000		7,000,000
15. Current Expenses									
16. Telephone	1,000,000		1,000,000				1,000,000		1,000,000
17. Printing	25,000		25,000				25,000		25,000
18. Reproduction	1,000		1,000				1,000		1,000
19. Audit and Legal	1,000,000		1,000,000				1,000,000		1,000,000
20. Utilities	1,000,000		1,000,000				1,000,000		1,000,000
21. Other Expenses									
22. Interest	715,000		715,000				715,000		715,000
23. Information/Communications									
24. Water Extension and Trenching	100,000		100,000				100,000		100,000
25. Information/Communications									
26. Other (specify details in comments)	2,200,000		2,200,000				2,200,000		2,200,000
Employee Salaries									
<b>TOTAL</b>	<b>11,234,272</b>		<b>11,234,272</b>				<b>11,234,272</b>		<b>11,234,272</b>



Exhibit C-3

**New Hampshire Department of Health and Human Services**

Under Contract with Westport Healthcare Management, Inc. dba PHPC

Budget Request for Subarea One (Under 1112)g Water Production Budget Implementation

Budget Period: State Fiscal Year 2027 (July 1, 2027 - June 30, 2027)

Line Item	Total Program Cost			Cash under Other Funds			Funded by State Cash on Hand		
	2027	2028	Total	2027	2028	Total	2027	2028	Total
1. Total Obligations	113,486.14		113,486.14				113,486.14		113,486.14
2. Available Balance	1,487.88		1,487.88						1,487.88
3. Contingency									
4. Equipment									
5. Rental									
6. Repairs and Maintenance									
7. Professional Services		27.77	27.77					27.77	27.77
8. Supplies		13.81	13.81					13.81	13.81
9. Contractual									
10. Utilities									
11. Insurance									
12. Other									
13. Total		51.58	51.58					51.58	51.58
14. Total		30.00	30.00					30.00	30.00
15. Total		3,284.54	3,284.54				3,284.54		3,284.54
16. Total		6,313.24	6,313.24				6,313.24		6,313.24
17. Total		1,170.34	1,170.34				1,170.34		1,170.34
18. Total		77.88	77.88				77.88		77.88
19. Total		1,011.11	1,011.11				1,011.11		1,011.11
20. Total		1,244.55	1,244.55				1,244.55		1,244.55
21. Total		1,328.91	1,328.91				1,328.91		1,328.91
22. Total		888.31	888.31				888.31		888.31
23. Total		118.08	118.08				118.08		118.08
24. Total		1,244.55	1,244.55				1,244.55		1,244.55
25. Total		1,328.91	1,328.91				1,328.91		1,328.91
26. Total		888.31	888.31				888.31		888.31
27. Total		118.08	118.08				118.08		118.08
28. Total		1,244.55	1,244.55				1,244.55		1,244.55
29. Total		1,328.91	1,328.91				1,328.91		1,328.91
30. Total		888.31	888.31				888.31		888.31
31. Total		118.08	118.08				118.08		118.08
32. Total		1,244.55	1,244.55				1,244.55		1,244.55
33. Total		1,328.91	1,328.91				1,328.91		1,328.91
34. Total		888.31	888.31				888.31		888.31
35. Total		118.08	118.08				118.08		118.08
36. Total		1,244.55	1,244.55				1,244.55		1,244.55
37. Total		1,328.91	1,328.91				1,328.91		1,328.91
38. Total		888.31	888.31				888.31		888.31
39. Total		118.08	118.08				118.08		118.08
40. Total		1,244.55	1,244.55				1,244.55		1,244.55
41. Total		1,328.91	1,328.91				1,328.91		1,328.91
42. Total		888.31	888.31				888.31		888.31
43. Total		118.08	118.08				118.08		118.08
44. Total		1,244.55	1,244.55				1,244.55		1,244.55
45. Total		1,328.91	1,328.91				1,328.91		1,328.91
46. Total		888.31	888.31				888.31		888.31
47. Total		118.08	118.08				118.08		118.08
48. Total		1,244.55	1,244.55				1,244.55		1,244.55
49. Total		1,328.91	1,328.91				1,328.91		1,328.91
50. Total		888.31	888.31				888.31		888.31
51. Total		118.08	118.08				118.08		118.08
52. Total		1,244.55	1,244.55				1,244.55		1,244.55
53. Total		1,328.91	1,328.91				1,328.91		1,328.91
54. Total		888.31	888.31				888.31		888.31
55. Total		118.08	118.08				118.08		118.08
56. Total		1,244.55	1,244.55				1,244.55		1,244.55
57. Total		1,328.91	1,328.91				1,328.91		1,328.91
58. Total		888.31	888.31				888.31		888.31
59. Total		118.08	118.08				118.08		118.08
60. Total		1,244.55	1,244.55				1,244.55		1,244.55
61. Total		1,328.91	1,328.91				1,328.91		1,328.91
62. Total		888.31	888.31				888.31		888.31
63. Total		118.08	118.08				118.08		118.08
64. Total		1,244.55	1,244.55				1,244.55		1,244.55
65. Total		1,328.91	1,328.91				1,328.91		1,328.91
66. Total		888.31	888.31				888.31		888.31
67. Total		118.08	118.08				118.08		118.08
68. Total		1,244.55	1,244.55				1,244.55		1,244.55
69. Total		1,328.91	1,328.91				1,328.91		1,328.91
70. Total		888.31	888.31				888.31		888.31
71. Total		118.08	118.08				118.08		118.08
72. Total		1,244.55	1,244.55				1,244.55		1,244.55
73. Total		1,328.91	1,328.91				1,328.91		1,328.91
74. Total		888.31	888.31				888.31		888.31
75. Total		118.08	118.08				118.08		118.08
76. Total		1,244.55	1,244.55				1,244.55		1,244.55
77. Total		1,328.91	1,328.91				1,328.91		1,328.91
78. Total		888.31	888.31				888.31		888.31
79. Total		118.08	118.08				118.08		118.08
80. Total		1,244.55	1,244.55				1,244.55		1,244.55
81. Total		1,328.91	1,328.91				1,328.91		1,328.91
82. Total		888.31	888.31				888.31		888.31
83. Total		118.08	118.08				118.08		118.08
84. Total		1,244.55	1,244.55				1,244.55		1,244.55
85. Total		1,328.91	1,328.91				1,328.91		1,328.91
86. Total		888.31	888.31				888.31		888.31
87. Total		118.08	118.08				118.08		118.08
88. Total		1,244.55	1,244.55				1,244.55		1,244.55
89. Total		1,328.91	1,328.91				1,328.91		1,328.91
90. Total		888.31	888.31				888.31		888.31
91. Total		118.08	118.08				118.08		118.08
92. Total		1,244.55	1,244.55				1,244.55		1,244.55
93. Total		1,328.91	1,328.91				1,328.91		1,328.91
94. Total		888.31	888.31				888.31		888.31
95. Total		118.08	118.08				118.08		118.08
96. Total		1,244.55	1,244.55				1,244.55		1,244.55
97. Total		1,328.91	1,328.91				1,328.91		1,328.91
98. Total		888.31	888.31				888.31		888.31
99. Total		118.08	118.08				118.08		118.08
100. Total		1,244.55	1,244.55				1,244.55		1,244.55
101. Total		1,328.91	1,328.91				1,328.91		1,328.91
102. Total		888.31	888.31				888.31		888.31
103. Total		118.08	118.08				118.08		118.08
104. Total		1,244.55	1,244.55				1,244.55		1,244.55
105. Total		1,328.91	1,328.91				1,328.91		1,328.91
106. Total		888.31	888.31				888.31		888.31
107. Total		118.08	118.08				118.08		118.08
108. Total		1,244.55	1,244.55				1,244.55		1,244.55
109. Total		1,328.91	1,328.91				1,328.91		1,328.91
110. Total		888.31	888.31				888.31		888.31
111. Total		118.08	118.08				118.08		118.08
112. Total		1,244.55	1,244.55				1,244.55		1,244.55
113. Total		1,328.91	1,328.91				1,328.91		1,328.91
114. Total		888.31	888.31				888.31		888.31
115. Total		118.08	118.08				118.08		118.08
116. Total		1,244.55	1,244.55				1,244.55		1,244.55
117. Total		1,328.91	1,328.91				1,328.91		1,328.91
118. Total		888.31	888.31				888.31		888.31
119. Total		118.08	118.08				118.08		118.08
120. Total		1,244.55	1,244.55				1,244.55		1,244.55
121. Total		1,328.91	1,328.91				1,328.91		1,328.91
122. Total		888.31	888.31				888.31		888.31
123. Total		118.08	118.08				118.08		118.08
124. Total		1,244.55	1,244.55				1,244.55		1,244.55
125. Total		1,328.91	1,328.91				1,328.91		1,328.91
126. Total		888.31	888.31				888.31		888.31
127. Total		118.08	118.08</						

Exhibit C-4

New Hampshire Department of Health and Human Services

Exhibit Bases: Westport Healthcare Management, Inc. dba PHPO

Budget Request for: Substance Use Disorder (1124) Patient Evaluation Design Implementation

Budget Period: State Fiscal Year 2021 (July 1, 2021 - June 30, 2021)

Line Item	Total Request Cost			Committed Budget FY2021			Funded by Other Funded Items		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Subcontracting	15,313.83		15,313.83				15,313.83		15,313.83
2. Employee Salaries	1,000,000.00		1,000,000.00				1,000,000.00		1,000,000.00
3. Contracting									
4. Equipment									
5. Materials									
6. Repairs and Maintenance									
7. Professional/Consultation		11,750.00	11,750.00					11,750.00	11,750.00
8. Printing		11,800.00	11,800.00					11,800.00	11,800.00
9. Information									
10. Inventory									
11. Utilities									
12. Other		128,000.00	128,000.00					128,000.00	128,000.00
13. Travel		1,200,000.00	1,200,000.00					1,200,000.00	1,200,000.00
14. Contingency		1,000,000.00	1,000,000.00					1,000,000.00	1,000,000.00
15. Capital Expenses									
16. Telephone		85,700.00	85,700.00					85,700.00	85,700.00
17. Postage		24,000.00	24,000.00					24,000.00	24,000.00
18. Transportation		2,000.00	2,000.00					2,000.00	2,000.00
19. Books and Legal		82,100.00	82,100.00					82,100.00	82,100.00
20. Health Expenses		780,200.00	780,200.00					780,200.00	780,200.00
21. Software		400,000.00	400,000.00					400,000.00	400,000.00
22. Marketing/Communications									
23. Staff Education and Training		82,200.00	82,200.00					82,200.00	82,200.00
24. Miscellaneous Expenses									
25. Other (specific awards necessary)									
Employee Salaries		1,000,000.00	1,000,000.00					1,000,000.00	1,000,000.00
<b>TOTAL</b>	<b>15,313.83</b>	<b>11,612,000.00</b>	<b>11,627,313.83</b>				<b>15,313.83</b>	<b>11,612,000.00</b>	<b>11,627,313.83</b>

Submitted As a Percent of Direct: 100%

Exhibit C-5

New Hampshire Department of Health and Human Services

Order Form: Western Healthcare Management, Inc. the WHPC

Budget Request for: Subacute Use Disorder 111213 of our Evaluation Design Implementation

Budget Period: State Fiscal Year 2021 (July 1, 2021 - June 30, 2022)

Line Item	Y2021 Program Cost			Line Item Value Match			Funded by 0440 with all others		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
A. Total Budget Request	64,123.36		64,123.36				64,123.36		64,123.36
B. Contractual Services	77,426.77		77,426.77				77,426.77		77,426.77
C. Contingency									
D. Personnel									
E. Travel and Miscellaneous									
F. Information Technology		22.66	22.66					22.66	22.66
G. Other		3,387	3,387					3,387	3,387
H. Indirect									
I. Total		3,409.66	3,409.66					3,409.66	3,409.66
J. Contingency		7,426.77	7,426.77					7,426.77	7,426.77
K. Current Expenses									
L. Personnel		1,018.85	1,018.85					1,018.85	1,018.85
M. Materials		30.00	30.00					30.00	30.00
N. Information Technology		30.70	30.70					30.70	30.70
O. Travel and Misc		1,000.00	1,000.00					1,000.00	1,000.00
P. Other Expenses		2,347.20	2,347.20					2,347.20	2,347.20
Q. Indirect		62.25	62.25					62.25	62.25
R. Information Technology									
S. Staff Education and Training		150.00	150.00					150.00	150.00
T. Miscellaneous Expenses									
U. Other (specify dollar amount)									
V. Personnel Services		4,130.75	4,130.75					4,130.75	4,130.75
TOTAL	122,077.85	11,240.33	133,318.18				122,077.85	11,240.33	133,318.18

EXHIBIT C-8

New Hampshire Department of Health and Human Services

Contract Name: Westport Healthcare Management, Inc. dba PHPC

Contract Request for: Software User Director 1113(a) Patient Evaluation Design Implementation

Budget Period: State Fiscal Year 2020 (July 1, 2019 - December 31, 2019)

Line Item	Total Program Cost			Contract Line Match			Funded by Other Sources		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Services	7,255.38		7,255.38				7,255.38		7,255.38
2. Contract Fee	7,255.38		7,255.38				7,255.38		7,255.38
3. Materials									
4. Supplies									
5. Travel									
6. Repairs and Maintenance									
7. Personnel		1.85	1.85					1.85	1.85
8. Utilities									
9. Other									
10. Training									
11. Office		35.88	35.88					35.88	35.88
12. Other		15.88	15.88					15.88	15.88
13. Other		488.74	488.74					488.74	488.74
14. Contract Expenses									
15. Travel		83.27	83.27					83.27	83.27
16. Materials		3.85	3.85					3.85	3.85
17. Supplies		1.54	1.54					1.54	1.54
18. Repairs and Maintenance		77.23	77.23					77.23	77.23
19. Personnel		14.83	14.83					14.83	14.83
20. Utilities		14.33	14.33					14.33	14.33
21. Other									
22. Training		8.34	8.34					8.34	8.34
23. Office									
24. Other									
25. Other (specific items necessary)		788.47	788.47					788.47	788.47
26. Contract Fee									
TOTAL	7,255.38	1,043.37	8,298.75				8,298.75	1,043.37	9,342.12

Contract # 18  
 Date 4/26/2019

New Hampshire Department of Health and Human Services  
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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  
128 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

SW

DocuSign Envelope ID: D560680B-ECA9-434D-A361-0B6A0D1E6590

DocuSign Envelope ID: 05728F84-2C52-4788-BD79-2FCD5B4F9EC1

DocuSign Envelope ID: 68763754-588D-4EE9-A0A1-615E732E54F4

DocuSign Envelope ID: AFD81552-8818-40E7-B471-FD8BDD0940E3

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantees 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.

Vendor Name:

4/20/2021

Date

Digitized by:

Scott Wittman

Name: SCOTT Wittman

Title: director

New Hampshire Department of Health and Human Services  
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

4/20/2021

Date

DocuSigned by:

Scott Wittman

Name: SCOTT Wittman

Title: Director

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New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION.**

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

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New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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


LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

4/20/2021

Date

DocuSigned by:  
  
 Name: SCOTT Wittman  
 Title: Director

New Hampshire Department of Health and Human Services  
Exhibit G



**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 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 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 3769d) 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 784), 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. 13278 (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.

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Contractor Initials

Exhibit G

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DocuSign Envelope ID: 05728F84-2C52-4786-BD79-2FC05B4F0EC1

DocuSign Envelope ID: 68783754-588D-4EE9-A0A1-615E732E54F4

DocuSign Envelope ID: AFD81552-8610-40E7-8471-F0880DD940E3

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

4/20/2021

Date

DocuSigned by:

Scott Wittman

Name: Scott Wittman

Title: Director

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Award Administration, Equal Treatment of Faith-Based Organizations and Workforce protections

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/20/2021

Date

DocuSigned by:

Scott Wittman

Name: Scott Wittman

Title: Director

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New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor Identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 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 O, 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.

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New Hampshire Department of Health and Human Services



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 Associate shall

New Hampshire Department of Health and Human Services



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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

New Hampshire Department of Health and Human Services



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

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Contractor Initials



New Hampshire Department of Health and Human Services



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.

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New Hampshire Department of Health and Human Services



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 of:

Henry Lipman

Signature of Authorized Representative

Henry Lipman

Name of Authorized Representative  
Medicaid Director

Title of Authorized Representative

4/22/2021

Date

Westport Healthcare Mgmt, Inc. dba PHMG

Name of the Contractor

Scott Wittman

Signature of Authorized Representative

Scott Wittman

Name of Authorized Representative

Director

Title of Authorized Representative

4/20/2021

Date

SW

New Hampshire Department of Health and Human Services  
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 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.

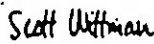
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

4/20/2021

Date

DocuSigned by:  
  
 Name: SCOTT WITTMAN  
 Title: Director

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 806533498
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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

Contractor Initials SW  
Date 4/20/2021

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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- 5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials SW

Date 4/20/2021