



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

129 PLEASANT STREET, CONCORD, NH 03301-3857

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Nicholas A. Toumpas
Commissioner

Steve Mosher
Chief Financial Officer

January 17, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Improvement and Integrity to enter into a contract with Myers and Stauffer LC (vendor number 230291) to provide audit services for the Medicaid Electronic Health Records Incentive Program in an amount not to exceed \$212,190.00 effective date of Governor and Council approval through December 31, 2015. Funds are available in State Fiscal Year 2013 and anticipated to be available in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts between State Fiscal Years if needed and justified.

**05-95-95-956010-6126 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS:COMMISSIONER, OFF MEDICAID \$ BUSINESS POLICY, MEDICAID ADMINISTRATION**

State Fiscal Year	Class / Account	Class Title	Amount
SFY 2013	102 / 500731	Contracts for Program Services	\$59,395.00
SFY 2014	102 / 500731	Contracts for Program Services	\$93,265.00
SFY 2015	102 / 500731	Contracts for Program Services	<u>\$59,530.00</u>
		TOTAL	\$212,190.00

EXPLANATION

The purpose of this Request is to secure federally required audit services for the Medicaid Electronic Health Records Incentive Program.

Section 4201 of the American Recovery and Reinvestment Act of 2009 provides funding for incentive payments to eligible professionals and eligible hospitals for adopting, implementing, upgrading and the subsequent meaningful use of certified electronic health records. The Medicaid Electronic Health Records Incentive Program is a federal initiative administered by the Centers for Medicare and Medicaid Services under the Health Information Technology for Economic and Clinical Health Act. The objective of the program is to provide payments to eligible healthcare professionals and hospitals as incentive to adopt, implement, upgrade, or meaningfully use certified Electronic Health Records technology. The incentive payments are made by state

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and the Honorable Council

January 2, 2013

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Medicaid programs with 100% federal funding. The New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy estimates that nearly all of the State's 26 eligible hospitals and 500 or more eligible professionals could apply for incentive payments over the course of the ten-year Medicaid Electronic Health Records incentive program. Based on this estimate, eligible hospitals could receive \$19 million in incentive payments and eligible professionals could receive \$31 million in incentive payments through 2021.

Important elements of the program integrity monitoring of the Medicaid Electronic Health Records Incentive Program are pre-payment and post-payment audit activities to ensure compliance with the requirements of the program. The New Hampshire State Medicaid Health Information Technology Plan (December 8, 2011) states that the Department of Health and Human Services, Office of Medicaid & Business Policy and the Office of Improvement and Integrity "...will implement an audit strategy to identify 'at risk' providers and conduct pre- and post-payment verifications/audits to ensure compliance with program eligibility criteria and good standing in New Hampshire's Medicaid program. Post-payment audits will be conducted in a timely manner following an EP (Eligible Professional) or EH (Eligible Hospital) payment."

On August 22, 2012, the Office of Improvement and Integrity issued a Request for Proposals (RFP 13-OII-EHR-01) for the audit services related to the Medicaid Electronic Health Records Incentive Program. Four proposals were submitted by the required deadline. The Evaluation Committee, comprised of four Department employees, evaluated each proposal in accord with the evaluation criteria described in the Request For Proposals. Myers and Stauffer LC was selected by the Committee because it attained the highest evaluation score. Myers and Stauffer LC also submitted the least costly proposal. Attached is the Bid Summary including the scores for each proposal and the Evaluation Committee members and their qualifications for participation in the selection process.

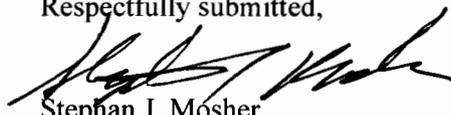
Should Governor and Council determine to not authorize this request to procure federally required post-payment audit services, program implementation activity will not be initiated and provider incentive payments shall be delayed. The delay could negatively affect the pace of transition to certified electronic health record systems by New Hampshire providers and ultimately impair the Department's progress achieving planned improvements in clinical data quality and more effective and cost efficient program initiatives.

Source of Funds: 90% federal funds, 10% general funds

Area Served: Statewide

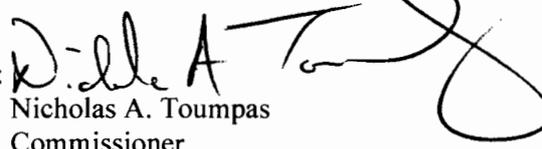
In the event the Federal Funds become no longer available, General Funds will not be requested to support this activity.

Respectfully submitted,



Stephan J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner



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Nicholas A. Toumpas
 Commissioner

Steve Mosher
 Chief Financial Officer

BID SUMMARY

Proposals were submitted by the following organizations:

- KPMG LLP, Two Financial Center, 60 South Street, Boston, MA 02111
- Myers and Stauffer LC, 133 Peachtree St. NE Suite 3150, Atlanta, GA 30303
- PHBV Partners LLP, 11044 Research Boulevard, Suite C500, Austin, Texas 78759
- Public Consulting Group, Inc, 148 State Street, 10th Floor, Boston, MA 02109

The Evaluation Committee consisted of:

- P. J. Nadeau Jr. Administrator, OII (Lead)
- Karen Irwin, Financial Manager, OII
- Athena Gagnon, Financial Manager, OMBP
- James Kirby, Administrator, OII

Scoring of the proposals was as follows:

Phase	Maximum Points	Myers Stauffer	PHBV Partners	Public Consulting	KPMG LLP
1: Minimum requirements	Pass/Fail	Pass	Pass	Pass	Pass
2: Organization	15	12.08	7.08	10.67	11.33
3: Review Process & Delivery	50	46.83	22.50	40.17	40.42
4: Cost Proposal	35	32.50	19.75	23.75	23.75
Total Score	100	91.41	49.33	74.59	75.50
Total Cost Proposal		\$212,190	\$698,312	\$316,186	\$468,682

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services, OII		1.2 State Agency Address 129 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Myers and Stauffer LC		1.4 Contractor Address 133 Peachtree St. NE, Ste. 3150, Atlanta, GA 30303	
1.5 Contractor Phone Number 404-524-0775	1.6 Account Number	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$212,190.00
1.9 Contracting Officer for State Agency Stephen J. Mosher		1.10 State Agency Telephone Number 603-271-9291	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory Michael D. Johnson, CPA, Member, Authorized Officer	
1.13 Acknowledgement: State of <u>GA</u> , County of <u>Douglas</u> On <u>12/14/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Angela B Johnston</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Angela B Johnston</i>			
1.14 State Agency Signature <i>[Signature]</i>		1.15 Name and Title of State Agency Signatory Stephen J. Mosher, Chief Financial Officer	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Jeanne P. Henrick Attorney</i> On: <i>21 Dec. 2012</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials MSJ
Date 12/14/12

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials MOT
Date 12/11/12

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

1.0 Summary Scope of Services

The Contractor shall comply to the requisite Federal Regulations relating to the preparation of quarterly and annual reporting requirements pursuant to § 495.332 & § 495.352 and the conducting of audit activities for recipient qualified for EHR to include (but not limited to): a) Patient volume (§ 495.306), b) Meaningful Use (§ 495.312, 495.314, and § 495.332) and, c) Aggregate EH payments (§ 495.310).

Final rule, 42 CFR Parts 412, 413, 422, and 495, published July 28, 2010, details the requirements for implementing the Medicaid EHR Incentive Program.

The Contractor shall provide the following professional services with regard to the Electronic Health Records Incentive Program in the State of New Hampshire:

1.1 Audit Plan - The Contractor shall develop and submit a Post-Payment Audit Plan (“Audit Plan”), which will include (both on-site and desk reviews) the review of a minimum of 5 EH (Eligible Hospitals) and 30 EP (Eligible Professionals) Medicaid EHR (Electronic Health Records) incentive payment records annually based on the EP and EH Pre-Payment audit programs and the numbers of providers that apply for the NH Medicaid EHR Incentive Program. The Contractor shall report the findings of the first year’s post-payment audit results to discuss with the Department the most cost effective way to deliver long-term results.

The Contractor shall develop and submit to the Department for approval, within thirty (30) days a preliminary Audit Plan, and within ninety (90) days a final Audit Plan that shall include a risk assessment that identifies high risk areas for post-payment audit, inclusive of eligibility and each of the meaningful use requirements and in alignment with the pre-payment audit programs. The risk assessment shall identify specific measures that are more likely subject to incorrect information and those that are least likely to be adequately audited in a pre-payment verification process and include a process for how specific criteria will be audited.

The final Audit Plan shall outline all steps to be completed during desktop and onsite audits, including closeout of audit. The Audit Plan shall also include a post-payment audit priority matrix and the allocation of the Contractor’s resources needed to conduct ongoing post-payment review.

The Department reserves the right to direct the Contractor to provide further refinement of post-payment audit protocols in response to newly published guidelines or changes needed to existing processes.

1.2 Monthly Audit Services - The Contractor shall conduct post-payment audits in accordance with the Department approved audit plan, as identified above, and shall provide the Department with a monthly audit report detailing the outcome of the audit. The monthly audit report shall include documented findings for each audit conducted. The Department reserves the right to request submission of work papers for current or closed audits as needed.

In the event of adverse findings, the Contractor shall meet with the provider (EP or EH) to resolve issues and get additional information that may be needed in the event of recoupment or an appeal.

The Contractor shall refer all cases when potential fraud and/or abuse are detected to the Department.

1.3 Monthly Status Reports - The Contractor shall submit a monthly status report to the Department detailing the current status of all outstanding deliverables and/or activities, including, but not limited to assessments, analysis and audits that are in progress. The monthly status report shall include estimated completion dates for each audit in progress.

1.4 Findings - Findings shall be presented in an order and manner consistent with CMS (Centers for Medicaid Services) reporting requirements to which the Department must adhere, so the Department can transfer the results of the findings to CMS easily.

1.5 Appeals - The auditing activities also include participation in appeals, if necessary, and making proper referrals of potential fraud and/or abuse. Reviewing program operations to recommend the most cost effective way to deliver long term results, and other services.

2.0 Detailed Scope of Services:

2.1 Audit Planning and Development - The audit planning and development activities the Contractor will provide necessary to develop a post-payment audit plan include, but are not limited to:

2.1.1 The contractor shall review the NH Medicaid EHR Incentive Pre-Payment Audit Program and incorporate necessary common elements into the Post-Payment Audit program in such a manner as to leverage current effort to maximize future results including coordination of effort to avoid duplication by either the Pre-Payment Audit Contractor or the Post-Payment Audit Contractor.

2.1.2 Identification of appropriate triggers and benchmarks for audit selection in concert with the Department's existing Medicaid EHR Incentive Pre-Payment program. This process shall include establishment of various strata based on risk assessments and identification of sample sizes through Department collaboration.

2.1.3 Design and preparation of a desk and on-site audit program subject to Department approval.

2.1.4 Work with the Department to identify the most efficient means of gathering relevant information needed to perform the risk assessments.

2.1.5 Analysis of the hospital-submitted Medicare/Medicaid cost reports. This information may be used in the risk assessment process.

2.1.6 Planning the coordination with DHHS program integrity unit for cases involving fraud and abuse or suspected fraud and abuse.

2.1.7 Planning for processes and analytical techniques that shall be utilized to identify fraud, abuse, and waste in the Medicaid incentive program.

2.1.8 Planning for the provider appeals process.

2.1.9 Preparation for work plans and timelines, and other planning activities. This process shall include the coordination of timing related to audit selection and audit scheduling.

2.1.10 Provide necessary revisions and updates to the CMS approved audit plan.

2.1.11 Attend meetings and participation in discussion with the Department and third parties, including stakeholders, other states, and CMS.

2.1.12 Other planning activities requested by the Department.

2.1.13 The Contractor shall maintain appropriate staff level of key personnel with respect to quantity and quality throughout the contract period as per Exhibit A-1. Changes in staffing of key individuals listed must be approved by the Department.

2.1.14 Obtain both Department and CMS approval for all audit plan modifications.

2.2 Post Payment Audits – The Contractor shall conduct post-payment audits and shall perform the professional services in accordance with applicable professional standards promulgated by the American Institute of Certified Public Accountants (AICPA). The post-payment audit activities include participation in appeals, if necessary, and making proper referrals of potential fraud and/or abuse. The Contractor shall provide the following professional audit related activities that include, but are not limited to:

- 2.2.1 Perform post-payment auditing functions for eligible hospital AIU (Adoption, Implementation and Upgrade *requirements*) payments and eligible professional AIU and meaningful use payments.
- 2.2.2 Conduct desk reviews in accordance with the Department approved audit plan developed by the Contractor and approved by the Department.
- 2.2.3 Conduct field audits in accordance with the Department approved audit plan developed by the Contractor and approved by the Department.
- 2.2.4 Provide the Department with a monthly status report with detailed outcomes to include the results of completed audits as well as a schedule of upcoming audits.
- 2.2.5 Provide documented findings for each audit conducted in a format that supports the Department's required reporting of audit activities to CMS and coordination with CMS auditors, when necessary.
- 2.2.6 Provide the Department with work papers for current or closed audits, as needed.
- 2.2.7 In the event of suspected fraud or abuse, communicate with the Department's program integrity unit following the procedures established.
- 2.2.8 Provide assistance to the Department with provider appeals process.
- 2.2.9 Provide expert testimony related to our findings at any hearing or trial resulting from this engagement.
- 2.2.10 Other auditing tasks and responsibilities requested by the Department/CMS.

2.3 Audit Contingencies - Contractor audit services are subject to the following contingencies:

- 2.3.1 EHs or EPs that received a Medicaid incentive payment selected for audit in accordance with the approved plan are subject to a post-payment review in the form of a desk review or on-site review.
- 2.3.2 The Contractor shall consider all members in a group practice that utilized the group proxy to be one audit. However, because MU (Meaningful Use) measures are individual to the provider (only eligibility can be reported via group proxy), it shall be necessary to make provisions to account for audits associated with reviews of EP MU and CQMs (Clinical Quality Measures) when eligibility was reported using the group proxy.
- 2.3.3 The number of desk reviews and on-site reviews shall be determined as part of the post-payment audit priority matrix.

2.3.4 Number of audits - While the Department has established a maximum number of audits to be performed, the Contractor and the Department **may** determine that a fewer number of audits is required after completion of the audit risk matrix. The Contractor shall work closely with the Department to select those EHs and EPs that are most likely to have a misstatement in their attestations that shall render an incentive payment (or payment amount) improper. Once the proper number of audits, and the providers to receive an audit are selected, the Contractor shall conduct a desk review on the majority selected.

2.3.5 Audit minimums – The Contractor shall perform at least one (1) on-site audit of an EH, and at least five (5) on-site audits of an EP. The Contractor shall perform at least five (5) EH audits (combined on-site and desk-review audits) annually as well as perform a minimum of thirty (30) EP audits (combined on-site and desk-review audits) annually (during a twelve (12) month period).

2.3.6 Desk review insufficiencies - In the event that desk review procedures are not sufficient to adequately verify a provider's self reported attestation, an on-site review shall be conducted. In the event that some providers did not fully understand the program requirements to maintain detailed auditable data to support their attestations and obtaining relevant complete documentation is more effective when an on-site audit is conducted then an on-site audit shall be conducted by the Contractor. Additionally, in the event that some providers do not have the expertise to comply with HIPAA (Health Insurance and Portability Accountability Act) regulations in order to securely submit documentation needed to complete a desk review, then an on-site audit shall be conducted by the Contractor.

2.3.7 Audits and Criteria - Specific criteria shall be audited according to the following steps to be completed during desk review and on-site audits:

2.3.7.1 Review pre-payment audit results and other information available.

2.3.7.2 Classify providers into appropriate risk pools in accordance with the approved plan.

2.3.7.3 Select the desired number of audits from each risk pool in accordance with the approved plan.

2.3.7.4 Notifications - Notify the selected providers, a few at a time, via letter on the Department letterhead. The Contractor shall create an audit notification letter, to be approved by CMS. A desk review and on-site letter for EPs and a desk review and on-site letter for EHs can be updated with the Department's information and signature. Contact the provider either by e-mail or telephone. Allow the provider fourteen 14 days to comply with the documentation request. Notify the provider after fourteen 14 days if they are not in compliance with the

documentation request, and at the Department's preference allow the provider an extension as defined by the Department.

2.3.7.5 Determine whether the documentation submitted for AIU and/or MU supports the provider's attestation and meets minimum program requirements.

2.3.7.6 Prepare work papers documenting the review process.

2.3.7.7 Request additional documentation, as needed.

2.3.7.8 In the event the documentation does not support compliance with minimum program eligibility requirements, meet with the provider to resolve issues, and if necessary, allow the provider to identify and document another eligibility period.

2.3.7.9 If applicable, request a sample of medical records as recommended by clinical staff related to the meaningful use measures and clinical quality measures.

2.3.7.10 Document indicators of fraud or abuse and notify the Department program integrity.

2.3.7.11 Conduct supervisory review of audit work.

2.3.7.12 Conduct closeout of audit procedures to include:

2.3.7.13 Confirm all procedures have been completed.

2.3.7.14 Prepare report summary for inclusion in monthly audit report to the Department.

2.3.7.15 Obtain project manager comments, changes, and approval.

2.3.7.16 Obtain quality control review of individual on-site audit reports.

2.3.7.17 Submit draft report to the Department for comment.

2.3.7.18 Address any comments from the Department and issue final report.

2.3.7.19 Work Papers - File completed work papers in electronic format, including a back-up copy in appropriate network folders. Box and inventory hard copy data, if applicable. Send hard copy data and information to off-site storage with retention instructions. Destroy or return all confidential and/or protected participant information, as applicable.

2.3.7.20 Prepare and submit monthly summary reports that identify completed desk reviews.

2.3.7.21 Prepare final on-site reports within thirty (30) days of completion of fieldwork and submit to the Department.

2.3.7.22 Audit Recommendations - For each audit, make appropriate recommendations based on the results of audit:

2.3.7.22.1 Make no adjustment.

2.3.7.22.2 Adjust payment upward/downward and the adjustment amount.

2.3.7.22.3 Recoup payment.

2.3.7.22.4 Include other findings and report categories consistent with CMS reporting requirements.

2.3.7.22.5 Other – specific explanation of audit recommendations.

2.3.7.23 The Contractor shall ensure that post-payment audit protocols support and complement the Department's existing processes, and shall provide further refinement of post-payment audit protocols and identify changes needed in existing processes if inefficiencies are observed. The Contractor shall:

2.3.7.23.1 Provide regular feedback to the Department including suggestions for process improvement.

2.3.7.23.2 Prepare an analysis of the existing pre-payment verification process for eligibility.

2.3.7.23.3 Submit recommendations to the Department for process improvements and assist with implementation.

2.3.7.23.4 Provide the Department with a CMS-approved calculator to assist providers in the application and calculation of eligibility and aggregate incentive payments and Stage 1 meaningful use measures and clinical quality measures, which also streamlines pre-payment review procedures.

2.3.7.23.5 Assess whether ePIP (*NH-Electronic Provider Incentive Payment system*) queries are complete and designed in accordance with CMS regulations.

2.3.7.23.6 Provide additional input as needed.

2.4 Monthly Status Report - The Contractor shall submit a monthly status report to the Department detailing the current status of all outstanding deliverables and/or activities, including, but not limited to assessments, analysis and audits that are in progress. The monthly status report shall include estimated completion dates for each audit in progress. The Monthly Status Report is include a minimum of the following information and may be modified as necessary during the course of the contract:

2.4.1 Detailed current status of all outstanding deliverables and estimated completion dates.

2.4.2 Summary of planning activities in progress.

2.4.3 Summary of audit work in progress.

2.4.4 Assessments of outstanding items to be provided by the Department to the Contractor and, or to be provided by the Contractor to the Department.

2.4.5 Further, if information needs to be communicated to the Department regarding an activity in progress, the Contractor shall not wait until the monthly status report, but shall be in contact with the Department regularly and provide interim updates when necessary.

2.5 Findings - The Contractor shall report the findings for the first year's post-payment audit results as they relate to EH and EP audits and as they relate to program operations. Findings for desk reviews completed during a month shall be reported to the Department on or about the 10th day of the following month in conjunction with the monthly status report, discussed below. Findings shall be presented in an order and manner consistent with CMS reporting requirements to which the Department must adhere, so the Department can transfer the results of the findings to CMS easily. For example, if the Department intends to use the CMS Business Intelligence Reporting Tool, the desk review summary report shall present the information specific to each provider in the order the Department accesses the reporting options online. An individual agreed-upon procedures report shall be prepared for each on-site audit within 30 days of completion of the fieldwork for that audit. For program operations, we can identify areas for improvement and recommend appropriate solutions. For example, if the Contractor identifies an incorrect payment amount, payment to a provider that was deemed ineligible, duplicate payments, or other payment errors we shall determine the weaknesses that allowed for these mistakes and recommend controls that shall reduce the risk of mispayment through provider attestations or program operations.

2.6 Appeals - In the event of an appeal, the Contractor shall provide assistance to the Department, and shall assign an associate who did not perform the original post-payment audit procedures. The Contractor shall provide support to the Department until resolution of the appeal is achieved. The work papers prepared by the Contractor during the course of an audit shall be maintained in accordance with applicable professional standards. These work papers shall document the scope of the audit, the information received from the provider, the methodology utilized in reviewing the documentation, and the conclusion reached. These

work papers serve as the documentary support for the Contractor's recommendations and are usually in the form of Excel spreadsheets, Word documents, and Portable Document Format (PDF) documents.

2.7 Additions to Contractual Services - Any additional services that are not provided as part of the planning and development activities, auditing activities, or reporting activities described above shall be negotiated and shall be in writing by formal contract amendment.

Exhibit A-1 Scope of Services: Staffing Quantity & Quality/Key Personnel

1.0 Key Personnel

Key Personnel Matrix	
Position	Name
Project Director	Michael Johnson, CPA, CFE
Project Manager	Charlyn Shepherd, CPA
Senior Analyst	Melanie Herndon, MBA
Senior Analyst	Jeff Wroblewski
Manager	Joe Connell, CFE
Paraprofessional	various
Registered Nurse	Vicki Bartlett, RN, CCM
Medical Doctor	Debra Moss, MD
Quality Assurance	Kevin Londeen, CPA

2.0 Key Personnel Background Summaries

Michael Johnson, CPA/CFE, member (partner/owner), will serve as a *project director*. Mr. Johnson is a partner in our Atlanta, Georgia, office, which includes the program integrity data center, and engagements involving auditing (including EHR), financial analysis (including health information exchange[HIE]), data warehouse development, health plan auditing, data mining, and fraud and abuse detection for our state Medicaid clients. Mr. Johnson has recently coauthored a CMS-approved EHR audit plan for multiple states. He also recently led an onsite engagement with a national Medicaid MCO evaluating the encounter submission process and the nature of the MCO's ability to detect and collect mispayments related to fraud, waste, and abuse. He previously served 14 years as a manager for the Georgia Department of Audits and Accounts and has performed numerous Yellow Book performance audits. Mr. Johnson's involvement in numerous firm projects with similar program integrity objectives, and data warehouse and mining requirements makes him the ideal resource to oversee the needs of this project. Mr. Johnson's expertise with EHR payment rules and potential integration with HIE for reporting clinical quality measures is firmly established and will be utilized effectively under this contract. Accordingly, the knowledge necessary for this project currently exists and can easily and expediently be applied to the Department's needs.

Kevin Londeen, CPA, member (owner/partner), will provide *quality assurance* for this engagement. He will attend project meetings, direct activities of the project team, and be available to New Hampshire Medicaid staff on a daily basis. He is responsible for reviewing deliverables and coordinating the professional resources based on the work plan. Our quality assurance system monitors firm activities and reports to the highest levels of the firm. We have written standard operating procedures that are applied to all engagements. As a part of these procedures, Mr. Londeen will perform quality assurance checks that promote adherence to contract compliance criteria and other management policies. He will oversee quality control reviews and processes and provide high-level strategic input into the overall project. In addition, he will review deliverables and monitor contract performance milestones. Mr. Londeen has more than 20 years of experience providing auditing, consulting and accounting services to state Medicaid agencies. He has consulted with state agency clients during development of nursing facility, ICF/MR, and hospital reimbursement systems, including reimbursement processes for

Contractor Initials: MJS
Date: 12/19/12

routine (administrative and health care) cost and capital cost. He served as lead consultant to the Department of Justice examining fraudulent and abusive Medicare cost reporting practices for hospitals, skilled nursing facilities and home health agencies.

Mr. Londeen serves as the project director for several of the firm's DSH audit contracts. He has established procedures and protocol for completing the DSH audits in accordance with federal regulations published in the December 19, 2008, Federal Register. Mr. Londeen co-chaired our firm-wide training seminar educating internal staff on specific requirements of the new DSH audit regulation in February 2009. He has also conducted Medicaid DSH audit training sessions for the Mississippi, North Carolina and Louisiana Medicaid programs to educate hospital providers on the new federal DSH audit regulation.

Charlyn Shepherd, CPA, will be the *project manager* and provide leadership, management skills, authority and the necessary resources to guide this project. Ms. Shepherd's recent experience includes co-authoring a CMS-approved EHR audit plan, conducting firm-wide training on performing EHR audits, assisting with an onsite engagement for a national Medicaid MCO evaluating the encounter submission process and the nature of the MCO's ability to detect and collect mispayments related to fraud, waste and abuse. Ms. Shepherd has 25 years of health care program integrity experience performing and managing agreed-upon procedures engagements and performance audits conducted in accordance with GAGAS, and testifying as an expert witness for state and federal government agencies.

Ms. Shepherd served as an audit manager for the Georgia State Auditor; served as the first chief auditor of Georgia's Medicaid Fraud Control Unit (MFCU) when it was created in 1995; and was deputy director of the claims audits section of the Georgia Department of Audits and Accounts (DOAA). During her time with DOAA, Ms. Shepherd conducted performance audits of skilled nursing facility cost reports and physicians' claims in accordance with GAGAS 1993 and 1997 revisions, and reviewed planning documents and report templates for compliance with the 2011 revision. Ms. Shepherd prepared and presented continuing professional education on several occasions to staff members on cost report auditing, leadership, and understanding and complying with GAGAS. In addition, Ms. Shepherd supervised the 2008 and 2009 audit teams that conducted the single audit work for the adoption assistance program, foster care program, and HIV care formula grants.

Melanie Herndon and **Jeff Wroblewski** will be *senior analysts* on this project. As senior analysts, they will be responsible for the detailed day-to-day activities outlined in this agreement. This group of analysts represents individuals with unique perspectives, including policy, clinical, information technology and financial reporting. We believe this diverse mix of skill sets will provide DHHS with information that addresses each of the objectives from a global perspective rather than a one-dimensional approach.

Debra Moss, M.D. and Vickie Bartlett, will serve as *clinical consultants*. They will provide medical insight on meaningful use measures and clinical quality measures. Dr. Moss is a medical doctor and former CEO of DLM & Associates, a health care consulting firm. Dr. Moss brings not only her medical skill to this project, but also her Medicaid consulting expertise. Ms. Bartlett is a registered nurse and has extensive experience in medical record review and administration.

Joe Connell, CFE, will serve as the *data analyst*. Mr. Connell serves as a manager and provides support for the firm's health policy engagements and program integrity engagements by providing extensive analyses of claims and MCO encounter data. Mr. Connell performs these analyses to identify potential Medicaid Management Information System (MMIS) payment-related issues, as well as overpayments and potential fraud within government sponsored health care programs. Mr. Connell works closely with Ms. Shepherd and Mr. Johnson to manage data obtained for various engagements and will provide the services necessary to perform this engagement.

Contractor Initials: MOS
Date: 12/19/12

NH Department of Health and Human Services

STANDARD EXHIBIT B

Method, Schedule, and Conditions Precedent to Payment

Contractor: Myers and Stauffer LC

Contract Period: From: G&C Approval or January 1, 2013 (whichever is later)
To: June 30, 2015

1.0 Subject to the availability of Federal and General funds, and in consideration for the satisfactory completion of Services to be performed as per Exhibit A Scope of Services under this Agreement, the Department of Health and Human Services – Office of Improvement and Integrity (hereafter – the Department) agrees to purchase from the Contractor (Myers and Stauffer, LC) services in an amount not to exceed \$212,190.00 for services performed during the contract period specified above.

2.0 The Contractor shall submit a monthly bill to the Department by the fifteenth (15th) of each month on their letterhead for services delivered during the previous month. Invoices shall include, at a minimum, the DHHS' Contract number, the Contractor's invoice number, invoice date, proof of the Department's approval of deliverables, a deliverable description including position rates and titles, dates on which services were provided, and the deliverable amount. Monthly invoices for auditing services will detail the number and type of audits completed (on-site or desktop) and will correlate with the monthly audit report. Additionally monthly, year-to-day, and cumulative contract inception to date billing details should be submitted with sub-totals for: the billing period, state fiscal year-to-date, and cumulative contract-to-date.

3.0 Invoices should be submitted to the attention of:

Office of Improvement and Integrity
Department of Health and Human Services
129 Pleasant Street - Brown Building
Concord, NH 03301-3857
Attention: P.J. Nadeau Jr.

Or emailed to: philip.j.nadeau@dhhs.state.nh.us with cc to:
kirwin@dhhs.sate.nh.us;

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

Contractor Initials: MDJ
Date: 12/14/12

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

Contractor Initials: MAF
Date: 12/14/12

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, _____, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

Contractor Initials: MDS
Date: 12/14/12

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials: MOF
Date: 12/14/12

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);

Contractor Initials: msf
Date: 12/14/12

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

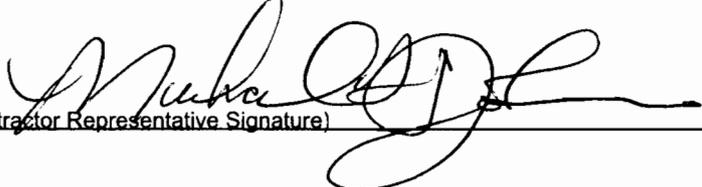
Place of Performance (street address, city, county, state, zip code) (list each location)

133 Peachtree Street NE Suite 3150
Atlanta GA 30303

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

Myers and Stauffer
LC From: 12/14/12 To: 6/30/15
(Contractor Name) (Period Covered by this Certification)

MICHAEL JOHNSON MEMBER
(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature) (Date) 12/14/12

Contractor Initials: MSJ
Date: 12/14/12

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

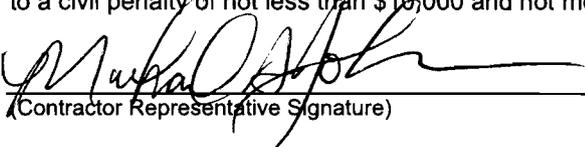
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: _____ through _____

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

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

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


(Contractor Representative Signature)

MICHAEL JOHNSON MEMBER
(Authorized Contractor Representative Name & Title)

MYERS and Staffall
(Contractor Name)

12/14/12
(Date)

Contractor Initials: MJT
Date: 12/14/12

NH Department of Health and Human Services**STANDARD 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

Contractor Initials: MJDate: 12/14/12

Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) 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
 - (d) 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.
- (2) 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).

Contractor Initials: MAT

Date: 12/14/12

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

 MICHAEL J. HANSON
MEMBER

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Myers and Stauffer LLC 12/14/12

(Contractor Name) (Date)

Contractor Initials: MSJ
Date: 12/14/12

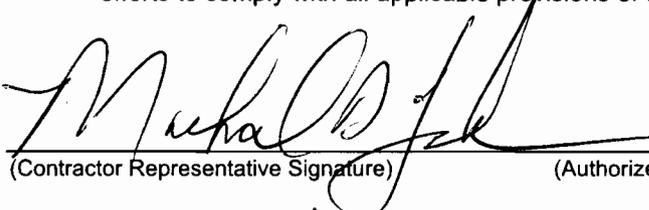
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 MICHAEL JOHNSON
MEMBER

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Myers and Shutter 12/14/12

(Contractor Name) (Date)

Contractor Initials: me
Date: 12/14/12

NH Department of Health and Human Services

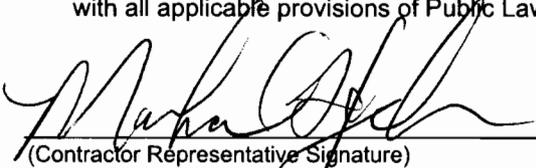
STANDARD EXHIBIT H

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.

 MICHAEL JOHNSON
MEMBER

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Myers and Stutter LLC 12/14/12

(Contractor Name) (Date)

Contractor Initials: 
Date: 12/14/12

NH Department of Health and Human Services

STANDARD 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

<u>DHHS, Office of Inspector General</u>	<u>Myers and Stauber LLC</u>
The State Agency Name	Name of the Contractor
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Stephen J. Masher</u>	<u>MICHAEL D JOHNSON</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Chief Financial Officer</u>	<u>MEMBER</u>
Title of Authorized Representative	Title of Authorized Representative
<u>12/20/12</u>	<u>12/14/12</u>
Date	Date

Contractor Initials: MSJ
Date: 12/14/12

NH Department of Health and Human Services

STANDARD 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.

 MICHAEL JOHNSON MEMBER

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Myers and Harknell 12/14/12

(Contractor Name)

(Date)

Contractor initials: NOT
Date: 12/14/12
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD 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: 04-498-6685

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: _____

Contractor initials: NOT
Date: 12/14/12
Page # _____ of Page # _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MYERS AND STAUFFER LC, a(n) Kansas limited liability company registered to do business in New Hampshire on December 18, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of September, A.D. 2012

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

William M. Gardner
Secretary of State



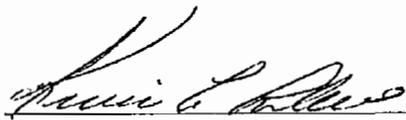
MYERS AND STAUFFER LC

Certificate of Authority

I, Kevin C. Londeen, hereby certify that I am a duly elected member of the Executive Committee of Myers and Stauffer LC, a Kansas limited liability company also doing business in other states. I hereby certify the following is a true copy of an action taken by the Executive Committee at a meeting held on December 2, 2011.

We hereby authorize Keenan S. Buoy, Kevin C. Londeen, Kathryn M. Wade, James D. Erickson, Kristopher J. Knerr, Jared B. Duzan, John B. Dresslar, Amy C. Perry, T. Allan Hansen, Michael D. Johnson, and Ryan M. Farrell to enter into contracts and agreements with state agencies on behalf of Myers and Stauffer LC. We further authorize said individuals to execute any documents with state agencies, which may in their judgment be desirable or necessary to properly discharge our contractual obligations.

Keenan S. Buoy, Kevin C. Londeen, James D. Erickson, Kristopher J. Knerr, John B. Dresslar, Amy C. Perry, and Michael D. Johnson are members, and Kathryn M. Wade, Jared B. Duzan, T. Allan Hansen, and Ryan M. Farrell are principals of Myers and Stauffer LC.



Kevin C. Londeen
Managing Member

ACORDTM

Client#: 52154

MYERSTA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2012

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

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

PRODUCER CBIZ Insurance Services 401 Plymouth Road, Suite 200 Plymouth Meeting, PA 19462		CONTACT NAME: PHONE (A/C, No, Ext): 610-862-2249 FAX (A/C, No): 610-862-2500 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co	NAIC # 29424
INSURED Myers and Stauffer, LC 4123 Southwest Gage Ctr. Dr. Topeka, KS 66604		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			42SBAFM9189	09/01/2012	09/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			42SBAFM9189	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			42SBAFM9189	09/01/2012	09/01/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						

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

CERTIFICATE HOLDER State of New Hampshire, NH Department of Health & Human Services 129 Pleasant St. CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CBIZ Insurance Services, Inc.
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ACORD

Client#: 2372 CBIZINC
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2012

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: CBIZ Insurance Services, 401 Plymouth Road, Suite 200, Plymouth Meeting, PA 19462
INSURED: CBIZ, Inc. and subsidiaries, 6050 Oak Tree Blvd., South, Suite 500, Cleveland, OH 44131
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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

CERTIFICATE HOLDER: State of New Hampshire, NH Department of Health & Human Services, 129 Pleasant St., CONCORD, NH 03301
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: CBIZ Insurance Services, Inc.