



Nicholas A. Toumpas  
Commissioner

Kathleen A. Dunn  
Associate Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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October 5, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to enter into an agreement with the University of Massachusetts Medical School, Center for Health Law and Economics, 55 Lake Avenue, Worcester, MA 01655, Vendor Code 177576, to provide policy and technical services for New Hampshire Disproportionate Share Hospital program in an amount not to exceed \$602,883.00 effective November 1, 2012, or date of Governor and Executive Council approval, whichever is later, through October 31, 2015. Funds are available in the following account in State Fiscal Year 2013 and anticipated to be available in State Fiscal Years 2014, 2015 and 2016 with authority to adjust amounts if needed and justified between State Fiscal Years:

50% FED 50% GEN

05-95-95-9560010-6126 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, MEDICAID ADMINISTRATION

<u>State Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Budget Amount</u>
SFY 2013	102-500731	Contracts for Program Services	\$130,680.00
		Sub Total	\$130,680.00

05-00095-047-470010-7943 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, UNCOMPENSATED CARE FUND

<u>State Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Budget Amount</u>
SFY 2014	102-500731	Contracts for Program Services	\$200,920.00
SFY 2015	102-500731	Contracts for Program Services	\$205,943.00
SFY 2016	102-500731	Contracts for Program Services	\$65,340.00
		Sub Total	\$472,203.00
		Total	\$602,883.00

EXPLANATION

The purpose of this agreement is to provide the Department of Health and Human Services with expert advice from the University of Massachusetts Medical School in order to meet New Hampshire and federal requirements for the Disproportionate Share Hospital program. In 2009, the New Hampshire Legislature enacted Chapter 144.212 (HB 2), which required the Department of Health and Human Services to redesign the Disproportionate Share Hospital Program within the parameters of State and federal law. Since that time, New Hampshire's Disproportionate Share Hospital program has undergone significant scrutiny, analysis, and

modification in order to comply with State and federal law. University of Massachusetts Medical School personnel have the requisite experience and expertise to navigate through the Disproportionate Share Hospital program's complex legal requirements and policy considerations and to advise the Department of Health and Human Services accordingly.

University of Massachusetts Medical School is currently providing these services through the Department of Health and Human Services contract with the University of New Hampshire. The contract agreement will terminate on October 31, 2012. However, the Department's need for expert advice regarding the Disproportionate Share Hospital program, analysis of Disproportional Share Hospital regulations, the Centers for Medicare and Medicaid Services communications and directives and the calculation of hospital uncompensated care payments, continues. The availability of specialized and expert services will enable the Department to continue the long-term policy and technical work necessary for State and federal legal compliance.

Procurement of expert consultant services provided pursuant to this agreement will enable the Department of Health and Human Services to effectively address many of the more complicated, technical aspects of the Disproportionate Share Hospital program. The University of Massachusetts Medical School will, among other things, assist the Department of Health and Human Services do the following:

- develop fiscal models for Disproportionate Share Hospital distribution methods;
- develop methodologies for calculation of State uncompensated care, individual hospital uncompensated care, individual hospital upper payment limits (UPL), deemed Disproportionate Share Hospital program hospitals, and Proportion 1/Proportion 2 healthcare tax waiver tests;
- collect Disproportionate Hospital Share data from hospitals;
- perform calculations of uncompensated care, hospital specific Disproportionate Share Hospital limits, and Disproportionate Share Hospital payments, estimate the Medicaid Enhancement Tax, and present findings to internal and external stakeholders;
- assist the Department of Health and Human Services draft changes to the Medicaid State Plan and New Hampshire administrative rules; and
- assist the Department of Health and Human Services to fully comply with federal mandates for individual hospital Disproportionate Share Hospital audits.

These consultant services from the University of Massachusetts Medical School are necessary to the efficient and cost effective management of the Disproportionate Share Hospital program.

Performance Measures and Deliverables

RFP Task #	Task	Preparation	Ongoing Support	As-needed or upon request	Other Actions needed for successful completion of deliverable
3.1.1.	Serve as subject matter expert on federal DSH policy, advising DHHS on compliance methods and policy options.	√	√		Each fiscal quarter assess need for SPAs, public notice and external communications and complete a quarterly action plan for timely SPAs
3.1.2.	Assist with implementing legislative DSH directives.	√	√		Analyze directives and develop, assess and describe pros and cons or all feasible options; develop implementation plan, and lead implementation

RFP Task #	Task	Preparation	Ongoing Support	As-needed or upon request	Other Actions needed for successful completion of deliverable
3.1.3	Conduct a planning conference call with DHHS to finalize a project plan and ensure a bilateral understanding and agreement of the scope of work and timeline.	√		Within 7-10 days of execution of Contract	
3.1.4	Assist in the review and editing of various communications related to DSH administration, including but not limited to, correspondences between DHHS, CMS and hospital providers; conference calls, public notices, Medicaid State Plan Amendments (SPA), and other policy statements.	√	√		Stay abreast of and maintain comprehensive understanding of all new federal law amendments, regulations and CMS policies so that conduct of review and editing is well-informed
3.1.5	Participate in minimum of six meetings as subject matter expert at the request of DHHS. Meeting venues may include Office of the Governor, CMS (Centers for Medicare and Medicaid Services) (Central and Regional Offices), Department of Justice, other NH State agencies, and Legislative Chairs and Committees.	√		(likely need to do more than 6 meetings each year of the contract)	Needed whenever new or modified policy, procedure, rate or program must garner support, approval or stakeholder input from entities in addition to DHHS
3.1.6	Provide subject matter expertise to DHHS and those hospitals requiring technical assistance in completing the annual DSH Data Form via conference calls to be scheduled by DHHS with each hospital.	√	Sept – December of each Contract year	√	Although DSH Data forms are circulated and completed and finalized in the fall each year, the Contractor may also need to provide such subject matter expertise to DHHS and to hospitals requiring technical assistance at other times during the year, whenever questions arise; e.g., when final DSH and MET revenue amounts are determined later in the state budget year.
3.1.7	Assist DHHS in developing fiscal models for DSH distribution methods.	√		√	Likely an exercise needed at least twice in each annual cycle; first, a model to implement the current year legislative directive, and again when briefing legislative committees about options, and impacts for the upcoming (next) annual cycle.

RFP Task #	Task	Preparation	Ongoing Support	As-needed or upon request	Other Actions needed for successful completion of deliverable
3.1.8	Review and develop methodology to be employed for the calculations of state uncompensated care, individual DSH hospitals uncompensated care, individual hospital upper payment limits, deemed DSH hospitals, and P1/P2 waiver tests.	√		√	As requested, but will need to be done at least annually in the fall of each contract year and then repeated to reach final calculation of DSH payments once extent of state funding for the payments is finalized.
3.1.9	Assist in the collection of DSH data from hospitals. Complete the calculations of uncompensated care, hospital specific DSH limits, DSH payments and estimated MET revenue, and present findings to DHHS and subsequently to hospitals, specific legislative committees, and other stakeholders, as requested by DHHS.	√		√	Similar to comment for task 3.1.8, above.
3.1.10	Draft changes to the Medicaid State Plan as applicable and assist in consultations with CMS as necessary on approval of the SPA.	√	√	√	The assistance in resolving all outstanding SPAs and related RAI responses is ongoing, and in each fiscal quarter, the Contractor would review all contract-related program topics and issues to identify any need for a new SPA; and, when requested, assist in drafting the SPA.
3.1.11	Draft changes to the State Administrative rules as applicable and assist in rule hearings as necessary on approval of rule changes.	√		√	This task would be done in consultation with DHHS' Legal office where it relates to NH State law.
3.1.12	Assist DHHS in fulfilling federal mandate for individual hospital DSH audits to include review of preliminary report from independent contractor, participation in conference calls with auditors, development of communication strategies, and drafting of NH Medicaid's response to the auditor's findings.		Annually in each year of the contract; related research and prep for each annual audit would be ongoing	√	

RFP Task #	Task	Preparation	Ongoing Support	As-needed or upon request	Other Actions needed for successful completion of deliverable
3.1.13	Participate in weekly two-hour conference calls, as needed, with DHHS upon approval of agreement.		√	√*	*Contractor will participate in additional conference calls during same week, as requested if needed to meet any interim project deadline.
3.1.14	Other tasks, up to the maximum compensation and resources available under this Agreement, related to (a) the modification and administration of the NH uncompensated care program and (b) the implementation of the access to care provisions as requested by DHHS officials, including assistance with analysis and implementation of the new federal CMS access to care regulations, particularly as they apply to the drafting of responses to the pending Medicaid State Plan RAIs from CMS. **The Contractor shall develop new Medicaid Data Reports that would collect and compile for DHHS not only DSH related information, but also all other institutional provider information needed to meet federal and state Medicaid agency responsibilities, manage claims payments, and understand provider cost and fiscal status.	√	√	√**	**The development of new Medicaid Data Reports is to be completed, if DHHS requests it by March 2013, with target date for implementation in FY14.

Competitive Bidding

These services were procured through a competitively bid process. A Request For Proposals was posted on the Department of Health and Human Services website from August 31, 2012 to September 14, 2012. Potential qualified bidders known to the Department were notified of the posting. Three proposals were submitted in response to the Request For Proposals.

An evaluation team of three Department employees with varying backgrounds in finance, policy, and statistical analytics evaluated and scored the proposals in accord with the criteria published in the Request For Proposals. The University of Massachusetts Medical School achieved the highest evaluation score with a total of 97 out of 100 possible points. The University of Massachusetts Medical School also submitted the lowest cost proposal. Through the current contract with the University of New Hampshire, this vendor has proven itself to be a reliable, accessible, and highly skilled consultant on issues related to the design and redesign of the Disproportionate Share Hospital program and compliance with State and federal law. The vendor has the ability

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and organizational capacity to meet all of the requisites outlined in the Request For Proposals and to support Department management of the Disproportionate Share Hospital program.

Should the Governor and Executive Council not approve this request, the Department of Health and Human Services would not have the necessary expertise to comply with State and federal law regulating the Disproportionate Share Hospital program. The Department would have difficulty completing Disproportionate Share Hospital program tasks in a timely and accurate manner; thereby exposing the Department and State to an increased risk of federal funds being withheld, of continued and costly litigation from hospitals, and liability for incorrect or noncompliant Disproportionate Share Hospital program calculations.

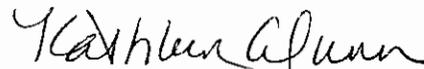
The terms of the agreement provide for a two-year period extension at the discretion of the Department upon a determination of satisfactory execution of services by the vendor, the availability of funds, and approval of Governor and Executive Council.

Area Served: statewide.

Source of Funds: 50 % General funds and 50 % Federal funds.

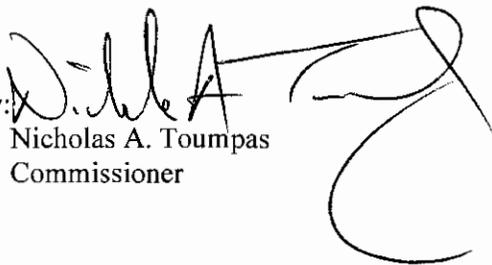
In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH  
Associate Commissioner and Medicaid Director

Approved by:



Nicholas A. Toumpas  
Commissioner

## Disproportionate Share Hospital Consultant Request For Proposals

### Potential Bidders Notified of the Request for Proposals.

Name	Address
ECG Management Consultants	100 Cambridge St, Boston, MA02114
Navigant Healthcare	101 Federal St Boston, MA 02110
Center for Health Law and Economics	UMASS Medical School 55 Lake Ave North Worcester, MA 01655
Myers and Stauffer LC	400 Redland Court, Suite 205 Owings Mills, MD 21117
NH Institute for Health Policy and Practice University System of New Hampshire	UNH 4 Library Way, Suite 202 Hewitt Hall 202 Durham, NH 03842

### Bidders submitting proposals pursuant to the Department of Human Services' Request for Proposals

Myers and Stauffer, LC Certified Public Accountants	400 Redland Court, Suite 205 Owings Mills, MD 21117
Public Consulting Group, Health	148 State Street, Tenth Floor Boston, MA 02109
University of Massachusetts Medical School Center for Health Law and Economics	UMass Medical School 55 Lake Avenue North Worcester, MA 01655

### Department and Health and Human Services' evaluation team.

1. Andrea Stewart, Bureau of Healthcare Analytics and Data Systems
2. Athena Gagnon, Financial Manager, Office of Medicaid Business and Policy
3. Valerie King, OMBP-Rules Unit

**-Proposed Deliverables**

**Bid Evaluation Summary**

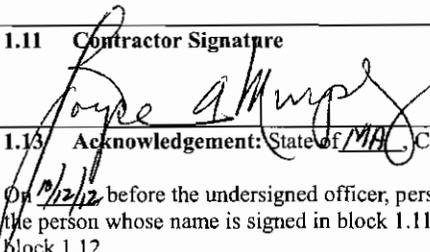
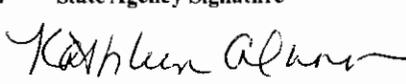
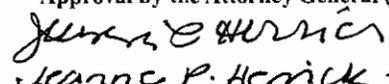
Final Evaluation 13-OMBP-DSH-01		Possible 100	Final Scores	97.34	82.87	73.57
			UMASS	MYERS	PCG	
<b>Organization Qualifications 10%</b>			Possible Score	Actual Score	Actual Score	Actual Score
Ability to Deliver Services efficiently, accurately, and timely Standards of performance, integrity, customer service and fiscal accountability The extent to which the organizations structure and financial stability reflect the ability to commit to and support the requirements of this proposal			10	9.00	7.67	7.00
<b>Total</b>			10	9.00	7.67	7.00
<b>Technical Approach 30%</b>			Possible Score	Actual Score	Actual Score	Actual Score
Project Management and Implementation Work Plan Demonstration of an ability to meet or exceed the requirements defined in the Scope of Work and the quality of service that is likely to result from implementation of a Bidders proposed methods.			15	14.67	11.67	7.67
<b>Total</b>			15	14.00	11.33	9.67
			30	28.67	23.00	17.33
<b>Price 30%</b>			Possible Score			
Budget Form Comparison (Attachement 11)			30	30.00	28.53	28.91
<b>Total</b>			30	30.00	28.53	28.91
<b>Past Performance &amp; Experience 30%</b>			Possible Score	Actual Score	Actual Score	Actual Score
Operating experience with Medicaid program policies and federal financial participation Past Performance Experience with financing structure and free care Experience with developing fiscal models for DSH; distribution methods Experience working with Centers for Medicare and Medicaid (CMS) Experience with State Plan Amendments Demonstration of New Hampshire's unique needs as they relate to DSH program and challenges New Hampshire is facing as outlined in the program overview The ability of the vendor to financially manage this program Performance Bond			30	29.67	23.67	20.33
<b>Total</b>			30	29.67	23.67	20.33
			<b>Possible 100 Final Scores</b>	<b>97.34</b>	<b>82.87</b>	<b>73.57</b>

Subject: University of Massachusetts Medical School DSH Consultant  
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant St Concord, NH 03301	
<b>1.3 Contractor Name</b> University of Massachusetts Medical School		<b>1.4 Contractor Address</b> 333 South Street Shrewsbury, MA 01545	
<b>1.5 Contractor Phone Number</b> (508) 856-6222	<b>1.6 Account Number</b>	<b>1.7 Completion Date</b> October 31, 2015	<b>1.8 Price Limitation</b> \$602,883.00
<b>1.9 Contracting Officer for State Agency</b> Kathleen A. Dunn, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9421	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Joyce A. Murphy, Executive Vice Chancellor	
<b>1.13 Acknowledgement:</b> State of <u>MAH</u> County of <u>Worcester</u> On <u>10/2/12</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 s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> JUDITH A. NELSON, NOTARY PUBLIC			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jeanne P. Herrick, Attorney On: 16 Oct. 2012			
<b>1.18 Approval by the Governor and Executive Council</b> 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

Contractor Initials: JAM  
Date: 10/12/12

ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

  
Date: 10/2/12

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

**14. INSURANCE.**

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

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

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

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

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

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**State of New Hampshire  
Standard Exhibit A  
Disproportionate Share Hospital (DSH) Program Consultant Service**

**Section A. Introduction**

The State of New Hampshire, Department of Health and Human Services (DHHS) is charged with providing a comprehensive and coordinated system of health and human services, to promote and protect the health, safety and wellbeing of New Hampshire's approximate 165,000 Medicaid recipients. In the area of health care, the New Hampshire Department of Health and Human Services (DHHS) is the single state agency responsible for the administration of the Medicaid Program, which includes payments made under the Disproportionate Share Hospital (DSH) program. In 2009, DHHS was mandated through HB2 to redesign the DSH program. Since that time, the DSH program has undergone significant scrutiny, analysis and modifications to meet State and Federal goals for DSH. Changes have and will continue to require additional policy and technical work, analysis of federal and state DSH regulations, state plan amendment drafting and implementation, management and payment of hospital DSH claims, assistance in stakeholder and hospital communications related to DSH implementation, and other related DSH policy analysis. The tasks require a significant level of expertise in calculating State and individual uncompensated care payments.

This contract is a fully loaded guaranteed flat fee based price for a three (3) year period with provisions for one (1) extension by amendment and is subject to the DHHS and the State's contract review process and approval by the Governor and Executive Council.

This Agreement consists of standard contract form (P-37), all exhibits A-J, all appendices or Attachments, including the Certificate of Vote entitled "Extract from the Records of University of Massachusetts" (consisting of three (3) pages), Resumes (consisting of eighteen (18) pages), Alternative Documentation Provided in lieu of Certificate of Good Standing from the State of New Hampshire Secretary of State's Office (consisting of two (2) pages), and Insurance Certificate (consisting of one (1) page).

**Section B. Services to be provided by University of Massachusetts Medical School per the Scope of Work (SOW) For DSH Consultant Services**

UMass (University of Massachusetts) shall:

- B.1. Perform the full scope of activities, deliverables, tasks, services, advice, assistance, and analysis as required and described in Part 3, Scope of Work of the RFP;
- B.2. Serve as subject matter expert on federal DSH policy, advising DHHS on compliance methods and policy options. Each fiscal quarter UMass will assess the need for State Plan Amendments (SPAs), public notice and external communications and complete a quarterly action plan for timely SPAs;
- B.3. Conduct a planning conference call with DHHS to finalize a project plan and ensure a bilateral understanding and agreement of the scope of work and timeline. This will take place within 7-10 days of execution of the Contract;
- B.4. Assist with implementing legislative DSH directives. UMass will analyze directives and develop, assess and describe pros and cons or all feasible options; develop implementation plan, and lead implementation;
- B.5. Assist in the review and editing of various communications related to DSH administration, including but not limited to, correspondence between DHHS, CMS and hospital providers; conference calls, public notices, Medicaid State Plan Amendments (SPA), and other policy statements. This will include staying abreast of and maintaining comprehensive understanding of all new federal law amendments, regulations and CMS policies so that conduct of review and editing is well informed;

- B.6. Participate in a minimum of six on-site meetings as subject matter expert at the request of DHHS. Meeting venues may include Office of the Governor, CMS (Central and Regional Offices), Department of Justice, other NH State agencies, and Legislative Chairs and Committees. Meetings will be scheduled whenever new or modified policy, procedure, rate or program must garner support, approval or stakeholder input from entities in addition to DHHS;
- B.7. Participate in weekly two-hour conference calls, as needed, with DHHS upon approval of agreement. UMass will participate in additional conference calls during same week, as requested if needed to meet any interim project deadline;
- B.8. Provide subject matter expertise to DHHS and those hospitals requiring technical assistance in completing the annual DSH Data Form via conference calls to be scheduled by DHHS with each hospital;
- B.9. Assist DHHS in developing fiscal models for DSH distribution methods. Likely an exercise needed at least twice in each annual cycle; first, a model to implement the current year legislative directive, and again when briefing legislative committees about options, and impacts for the upcoming (next) annual cycle;
- B.10. Review and develop methodology to be employed for the calculations of state uncompensated care, individual DSH hospitals uncompensated care, individual hospital upper payment limits (UPL), deemed DSH hospitals, and P1/P2 waiver tests. This will be completed upon request but will need to be done at least annually in the fall of each contract year and then repeated to reach final calculation of DSH payments once extent of state funding for the payments is finalized;
- B.11. Assist in the collection of DSH data from hospitals. Complete the calculations of uncompensated care, hospital specific DSH limits, DSH payments and estimated Medicaid Enhancement Tax (MET) revenue, and present findings to DHHS and subsequently to hospitals, specific legislative committees, and other stakeholders, as requested by DHHS;
- B.12. Draft changes to the Medicaid State Plan as applicable and assist in consultations with CMS as necessary on approval of the SPA. The assistance in resolving all outstanding SPAs and related Requests for Additional Information (RAI) responses is ongoing, and in each fiscal quarter, UMass would review all contract-related program topics and issues to identify any need for a new SPA; and, when requested, assist in drafting the SPA;
- B.13. Draft changes to the State Administrative rules as applicable and assist in rule hearings as necessary on approval of rule changes. This task would be done in consultation with DHHS' Legal office where it relates to NH State Law;
- B.14. Assist DHHS in fulfilling federal mandate for individual hospital DSH audits to include review of preliminary report from independent contractor, participation in conference calls with auditors, development of communication strategies, and drafting of NH Medicaid's response to the auditor's findings;
- B.15. Other tasks, up to the maximum compensation and resources available under this Agreement, related to (a) the modification and administration of the NH uncompensated care program and (b) the implementation of the access to care provisions as requested by DHHS officials, including assistance with analysis and implementation of the new federal CMS access to care regulations, particularly as they apply to the drafting of responses to the pending Medicaid State Plan RAIs from CMS;
- B.16. Develop new Medicaid Data Reports that would collect and compile for DHHS not only DSH related information, but also all other institutional provider information needed to meet federal and state Medicaid agency responsibilities, manage claims payments, and understand provider cost and fiscal status. This is to be completed, if DHHS requests it by March 2013, with target date for implementation in FY14.

**Deliverables**

**3.1. DSH Program Consultant Services**

<b>RFP Task #</b>	<b>Task</b>	<b>Preparation</b>	<b>Ongoing Support</b>	<b>As-needed or upon request</b>	<b>Other Actions needed for successful completion of deliverable</b>
3.1.1.	Serve as subject matter expert on federal DSH policy, advising DHHS on compliance methods and policy options.	√	√		Each fiscal quarter assess need for SPAs, public notice and external communications and complete a quarterly action plan for timely SPAs
3.1.2.	Assist with implementing legislative DSH directives.	√	√		Analyze directives and develop, assess and describe pros and cons or all feasible options; develop implementation plan, and lead implementation
3.1.3	Conduct a planning conference call with DHHS to finalize a project plan and ensure a bilateral understanding and agreement of the scope of work and timeline.	√		Within 7-10 days of execution of Contract	
3.1.4	Assist in the review and editing of various communications related to DSH administration, including but not limited to, correspondences between DHHS, CMS and hospital providers; conference calls, public notices, Medicaid State Plan Amendments (SPA), and other policy statements.	√	√		Stay abreast of and maintain comprehensive understanding of all new federal law amendments, regulations and CMS policies so that conduct of review and editing is well-informed

RFP Task #	Task	Preparation	Ongoing Support	As-needed or upon request	Other Actions needed for successful completion of deliverable
3.1.5	Participate in minimum of six meetings as subject matter expert at the request of DHHS. Meeting venues may include Office of the Governor, CMS (Centers for Medicare and Medicaid Services) (Central and Regional Offices), Department of Justice, other NH State agencies, and Legislative Chairs and Committees.	√		(likely need to do more than 6 meetings each year of the contract)	Needed whenever new or modified policy, procedure, rate or program must garner support, approval or stakeholder input from entities in addition to DHHS
3.1.6	Provide subject matter expertise to DHHS and those hospitals requiring technical assistance in completing the annual DSH Data Form via conference calls to be scheduled by DHHS with each hospital.	√	Sept – December of each Contract year	√	Although DSH Data forms are circulated and completed and finalized in the fall each year, the Contractor may also need to provide such subject matter expertise to DHHS and to hospitals requiring technical assistance at other times during the year, whenever questions arise; e.g., when final DSH and MET revenue amounts are determined later in the state budget year.
3.1.7	Assist DHHS in developing fiscal models for DSH distribution methods.	√		√	Likely an exercise needed at least twice in each annual

RFP Task #	Task	Preparation	Ongoing Support	As-needed or upon request	Other Actions needed for successful completion of deliverable
					cycle; first, a model to implement the current year legislative directive, and again when briefing legislative committees about options, and impacts for the upcoming (next) annual cycle.
3.1.8	Review and develop methodology to be employed for the calculations of state uncompensated care, individual DSH hospitals uncompensated care, individual hospital upper payment limits, deemed DSH hospitals, and P1/P2 waiver tests.	√		√	As requested, but will need to be done at least annually in the fall of each contract year and then repeated to reach final calculation of DSH payments once extent of state funding for the payments is finalized.
3.1.9	Assist in the collection of DSH data from hospitals. Complete the calculations of uncompensated care, hospital specific DSH limits, DSH payments and estimated MET revenue, and present findings to DHHS and subsequently to hospitals, specific legislative committees, and other stakeholders, as requested by DHHS.	√		√	Similar to comment for task 3.1.8, above.
3.1.10	Draft changes to the Medicaid State Plan as applicable and assist in consultations with CMS as necessary on approval of the SPA.	√	√	√	The assistance in resolving all outstanding SPAs and related RAI

RFP Task #	Task	Preparation	Ongoing Support	As-needed or upon request	Other Actions needed for successful completion of deliverable
					responses is ongoing, and in each fiscal quarter, the Contractor would review all contract-related program topics and issues to identify any need for a new SPA; and, when requested, assist in drafting the SPA.
3.1.11	Draft changes to the State Administrative rules as applicable and assist in rule hearings as necessary on approval of rule changes.	√		√	This task would be done in consultation with DHHS' Legal office where it relates to NH State law.
3.1.12	Assist DHHS in fulfilling federal mandate for individual hospital DSH audits to include review of preliminary report from independent contractor, participation in conference calls with auditors, development of communication strategies, and drafting of NH Medicaid's response to the auditor's findings.		Annually in each year of the contract; related research and prep for each annual audit would be ongoing	√	
3.1.13	Participate in weekly two-hour conference calls, as needed, with DHHS upon approval of agreement.		√	√*	*Contractor will participate in additional conference calls during same week, as requested if needed to meet

RFP Task #	Task	Preparation	Ongoing Support	As-needed or upon request	Other Actions needed for successful completion of deliverable
					any interim project deadline.
3.1.14	Other tasks, up to the maximum compensation and resources available under this Agreement, related to (a) the modification and administration of the NH uncompensated care program and (b) the implementation of the access to care provisions as requested by DHHS officials, including assistance with analysis and implementation of the new federal CMS access to care regulations, particularly as they apply to the drafting of responses to the pending Medicaid State Plan RAIs from CMS. **The Contractor shall develop new Medicaid Data Reports that would collect and compile for DHHS not only DSH related information, but also all other institutional provider information needed to meet federal and state Medicaid agency responsibilities, manage claims payments, and understand provider cost and fiscal status.	√	√	√**	**The development of new Medicaid Data Reports is to be completed, if DHHS requests it by March 2013, with target date for implementation in FY14.

**Section C. Performance Bond**

- C.1 The Contractor will furnish a performance bond in the amount for the amount of the resulting Contract. The performance bond furnished by the Contractor will incorporate, by reference, the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract is amended, the penal sum of the performance bond will be deemed increased by like amount;
- C.2 the bond covering the initial Contract period will be submitted to the DHHS within thirty (30) calendar days of execution of the Contract. Any required amendment to the bond will be submitted to the DHHS within thirty (30) calendar days of said amendment.

## Section D. Project Management and Implementation Work Plan

### Major Milestones

- D.1 Kick off meeting and FY13 Workplan Agreement – November 2012 and repeated once per Contract year;
- D.2 Resolution of current State Plan Amendments and CMS Access Questions – November 2012 – February 2013;
- D.3 Advice on need for new SPAs, public notice – Ongoing- November 2012-June 2015;
- D.4 Draft new SPAs and notices, as needed – November 2012 – June 2015;
- D.5 Develop fiscal models for annual DSH payments in conformity with state and federal rules and state budget directives – November 2012, August 2013-November 2013, August 2014-November 2014;
- D.5 Develop, update and issue annual DSH data form – November 2012, July 2013 – September 2013, July 2014 – September 2014;
- D.6. Review Data Feedback and calculate preliminary revenue sources (MET et al.) for DSH payment – November 2012, August 2013 – November 2013, August 2014-November 2014;
- D.7 Review DSH Data Feedback and calculate preliminary DSH payments –November 2012- December 2012, September 2013 – November 2013, September 2014 – November 2014;
- D.8 Calculate interim final DSH payments (subject to final state budget directives and federally required independent DSH audits - 2-3 years later - by independent DSH audit contractor, under 42 CFR 455.300-304) – May 2013 – June 2013, May 2014 – June 2014, May 2015 – June 2015;
- D.9 Review and develop methods for calculations of state uncompensated care costs, DSH limits, Hospital UPLs, Deemed DSH identification, and P1/P2 provider tax test whenever some hospitals may be exempted from tax –November 2012-December 2012, August 2013 –November 2013, August 2014-November 2014;
- D.10 Assist with the development of responses to CMS inquires, and draft and/or edit and as requested review all draft responses– Ongoing – November 2012 – June 2015;
- D.11 Develop agenda and materials for CMS conference calls to resolve CMS questions; participate in calls; amend SPA provisions, provide other advice as needed to secure CMS approvals – November 2012, April 2013 – June 2013, April 2014 – June 2014, April 2015 – June 2015;
- D.12 Brief hospitals, solicit input and modify proposal, as appropriate and requested, in response to hospitals feedback; assist DHHS with providing hospital technical assistance on reimbursement matters, DSH payments, hospital cost reports and related financial information – November 2012 – January 2013, August 2013-November 2013, August 2014 – November 2014;
- D.13 Develop format and all presentation materials for an annual provider/stakeholder forum with DHHS officials to review past year's program, policy and process, develop understanding of upcoming year's program requirements, policies, parameters and procedures; solicit feedback on provider and stakeholder concerns – June-August each year, or other annual period as DHHS prefers;

- D.14 Provide advice, analysis, document drafting, meeting participation, presentations for state Legislative Committees, Legislative leadership, as requested and no less than annually – Ongoing – November 2012-June 2015;
- D.15 Provide advice, analysis, document drafting, meeting participation and presentations, as requested, for Executive Branch communication needs, including Governor's office or staff, DRA officials, Department of Justice attorneys, and DHHS leadership – Ongoing – November 2012-June 2015;
- D.16 Provide advice, analysis, document drafting, meeting participation and/or preparation, and presentations, as requested, for conference calls, negotiations or meetings with CMS staff and officials, the Secretary of the United States Department of Health and Human Services or other federal oversight agency (e.g. OIG) – Ongoing – November 2012-June 2015;
- D.17 Provide advice and assistance to DHHS on relationship management and negotiation strategies – Ongoing – November 2012-June 2015;
- D.18 Develop modeling for alternative DSH and Provider Tax programs that are aligned with and leverage State options and mandates under the federal health law, PPACA, in advance of the effective dates of various options and mandates – Ongoing – November 2012 – June 2015;
- D.19 Assist in development of periodic reports, as requested;
- D.20 Assist, advise and participate in CMS conference calls and meetings, as requested;
- D.21 Analyze and explain any final or new federal regulations or guidance relative to Access compliance – Ongoing – November 2012 – June 2015;
- D.22 Assist with Provider - CHHS communications relative to access policies, plans, issues and reporting, as requested;
- D.23 Assist DHHS staff, provide advice and assist in the preparation or review of materials relating to the incorporation of Access monitoring and measurement procedures into the terms, contract provisions and contractor management and oversight of the recently procured Care Management Plans – December 2012 – March 2013, January 2014 – March 2014, January 2015 – March 2015. Ongoing November 2012-June 2015;

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**Exhibit B**  
**Methods and Conditions Precedent to Payment**  
**Disproportionate Share Hospital (DSH) Program Consultant Service**

Payment shall be made to the Contractor on a monthly basis, up to a total maximum of \$602,883 as specified in block 1.8, Price Limitation, of the General Provisions on Form Number P-37. Reimbursement in year one shall start in November 2012, or the date of approval of contract by Governor and Executive Council, whichever is later.

Invoices shall be submitted monthly, on Contractor letterhead, to:

Valerie Brown  
Office of Medicaid Business and Policy  
129 Pleasant Street – Brown Building  
Concord, NH 03301-3857

The monthly invoice shall identify deliverables and support on an item basis and charges aggregated to a total amount for the month.

The Contractor agrees to request and receive prior written approval from the State to engage any subcontractors under this Agreement, and further agrees to pay the expenses of any subcontractors awarded under this Agreement in accordance with Exhibit A, Scope of Work.

The Contractor agrees to request and receive prior written approval from the State for any modifications to the total project budget for any state fiscal year (SFY), which change any expenditure levels from the levels projected in the budget of this Agreement.

The Contractor agrees to use and apply all payments made by the State for direct and indirect costs, and expenses associated with the execution of this Agreement. The Contractor's expenses for administration of any subcontractors shall not exceed the amounts identified in the project budget. Allowable costs and expenses shall be determined by the State in accordance with the project budget and applicable state and federal laws and regulations.

The Contractor agrees to not use or apply such payments for capital additions or improvements, dues to societies and organizations, entertainment costs, or any other costs not prior approved in writing by the State.

Payments will be made upon receipt of Contractor invoices that identify the contract components delivered and are consistent with the negotiated payment schedule. The total contract payment from DHHS will not exceed the agreed upon contract price. Estimated deliverable dates are included for reference. Monthly invoices should include only those deliverables that occurred during the month being billed for.

**Pricing Worksheet**

LINE	Scope of Work Specific Services	Part 3 RFP Section	***Estimated Hours Per State Fiscal Year	Total Cost SFY13	Total Cost SFY14	Total Cost SFY15	Total Cost SFY 16
1	Serve as subject matter	3.1.1	400 hrs	42,600	\$65,498	\$67,135	\$21,300

Contractor Initials: JAN  
Date: 10/12/10

LINE	Scope of Work Specific Services	Part 3 RFP Section	***Estimated Hours Per State Fiscal Year	Total Cost SFY13	Total Cost SFY14	Total Cost SFY15	Total Cost SFY 16
	expert on federal DSH policy, advising DHHS on compliance methods and policy options;						
2	Assist with implementing legislative DSH directives;	3.1.2	40 hrs	\$4,750	\$7,303	\$7,486	\$2,375
3	Conduct a planning conference call with DHHS to finalize a project plan and ensure a bilateral understanding and agreement of the scope of work and timeline;	3.1.3	3 hrs	\$390	\$600	\$615	\$195
4	Assist in the review and editing of various communications related to DSH administration, including but not limited to, correspondences between NH DHHS, CMS and hospital providers; conference calls, public notices, Medicaid State Plan Amendments (SPA), and other policy statements;	3.1.4	50 hrs	\$5,467	\$8,405	\$8,615	\$2,733
5	Participate in minimum of six meetings as subject matter expert at the request of DHHS. Meeting venues may include Office of the Governor, CMS (Central and Regional Offices), Department of Justice, other NH State agencies, and Legislative Chairs and Committees;	3.1.5	60 hrs	\$6,460	\$9,932	\$10,181	\$3,230
6	Provide subject matter expertise to DHHS and those hospitals requiring technical assistance in completing the annual DSH Data Form via conference calls to be scheduled by DHHS with each hospital;	3.1.6	20 hrs	\$2,274	\$3,495	\$3,583	\$1,136
7	Assist DHHS in developing fiscal models for DSH distribution methods;	3.1.7	20 hrs	\$1,750	\$2,691	\$2,758	\$875
8	Review and develop methodology to be employed for the calculations of state	3.1.8	40 hrs	\$3,674	\$5,648	\$5,789	\$1,836

LINE	Scope of Work Specific Services	Part 3 RFP Section	***Estimated Hours Per State Fiscal Year	Total Cost SFY13	Total Cost SFY14	Total Cost SFY15	Total Cost SFY 16
	uncompensated care, individual DSH hospitals uncompensated care, individual hospital upper payment limits, deemed DSH hospitals, and P1/P2 waiver tests;						
9	Assist in the collection of DSH data from hospitals. Complete the calculations of uncompensated care, hospital specific DSH limits, DSH payments and estimated MET revenue, and present findings to DHHS and subsequently to hospitals, specific legislative committees, and other stakeholders, as requested by DHHS;	3.1.9	40 hrs	\$3,346	\$5,146	\$5,274	\$1,674
10	Draft changes to the Medicaid State Plan as applicable and assist in consultations with CMS as necessary on approval of the SPA;	3.1.10	12 hrs	\$1,548	\$2,380	\$2,440	\$774
11	Draft changes to the State Administrative rules as applicable and assist in rule hearings as necessary on approval of rule changes;	3.1.11	30 hrs	\$3,456	\$5,312	\$5,445	\$1,727
12	Assist DHHS in fulfilling federal mandate for individual hospital DSH audits to include review of preliminary report from independent contractor, participation in conference calls with auditors, development of communication strategies, and drafting of NH Medicaid's response to the auditor's findings;	3.1.12	20 hrs	\$2,206	\$3,393	\$3,478	\$1,104
13	Participate in weekly two-hour conference calls, as needed, with DHHS upon approval of agreement;	3.1.13	120 hrs	\$16,350	\$25,138	\$25,767	\$8,175
14	Other tasks, up to the maximum compensation and resources available under this Agreement, <i>related to</i> (a) the modification and administration of the	3.1.14	375 hrs	\$36,409	\$55,979	\$57,377	\$18,206

LINE	Scope of Work Specific Services	Part 3 RFP Section	***Estimated Hours Per State Fiscal Year	Total Cost SFY13	Total Cost SFY14	Total Cost SFY15	Total Cost SFY 16
	NH uncompensated care program and (b) the implementation of the access to care provisions as requested by DHHS officials, including assistance with analysis and implementation of the new federal CMS access to care regulations, particularly as they apply to the drafting of responses to the pending Medicaid State Plan RAIs from CMS. The Contractor shall develop new Medicaid Data Reports that would collect and compile for DHHS not only DSH related information, but also all other institutional provider information needed to meet federal and state Medicaid agency responsibilities, manage claims payments, and understand provider cost and fiscal status.						
<b>Total</b>			<b>***1200 hrs</b>	<b>\$130,680</b>	<b>\$200,920</b>	<b>\$205,943</b>	<b>\$65,340</b>

**\*\*\*Note:** The costs for SFY 13, SFY 14, SFY 15 and SFY16 shall equal the total maximum amount for which the State shall be invoiced for all services provided as outlined in the RFP. The hours listed above are approximate; however, the total project budget for each fiscal year may not be exceeded the price limitation specified in block 8. of the P-37. The State shall not pay any expenses or additional fees presented by the Contractor over and above fees quoted in this financial section.

**Staff Hourly Rates**

SFY 2013 Staff Position	Rate Per Hour
Jean Sullivan	\$235
Thomas Friedman	\$115
Larry Crehan	\$125
Katharine London or other Principal Associate	\$180
Michael Grenier or other Senior Associate	\$165
Senior Research Policy Analysts	\$98
Research Policy Analysts	\$80
SFY 2014 Staff Position	Rate Per Hour
Jean Sullivan	\$241
Thomas Friedman	\$118
Larry Crehan	\$128
Katharine London or other Principal Associate	\$185

DHHS, Office of Medicaid Business and Policy

Standard Exhibit A – Scope of Work

Contractor Initials: *JAM*

Date: *10/12/10*

Michael Grenier or other Senior Associate	\$169
Senior Research Policy Analysts	\$100
Research Policy Analysts	\$82
<b>SFY 2015 Staff Position</b>	<b>Rate Per Hour</b>
Jean Sullivan	\$247
Thomas Friedman	\$121
Larry Crehan	\$131
Katharine London or other Principal Associate	\$189
Michael Grenier or other Senior Associate	\$173
Senior Research Policy Analysts	\$102
Research Policy Analysts	\$84
<b>SFY 2016 Staff Position</b>	<b>Rate Per Hour</b>
Jean Sullivan	\$247
Thomas Friedman	\$121
Larry Crehan	\$131
Katharine London or other Principal Associate	\$189
Michael Grenier or other Senior Associate	\$173
Senior Research Policy Analysts	\$102
Research Policy Analysts	\$84

*Remainder of page intentionally left blank*

**NH Department of Health and Human Services  
STANDARD EXHIBIT C**

**SPECIAL PROVISIONS**

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**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 if the Contractor is required under this Contract to provide medical services to individuals, no payments will be made hereunder to reimburse the Contractor for such 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 Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

**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.

**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, Office of Medicaid Business and Policy, 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.

### 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.

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

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**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-1**

**ADDITIONAL SPECIAL PROVISIONS**

**Exceptions to Terms and Conditions of P-37, Standard Exhibit C and Standard Exhibit I**

**1) Indemnification:**

Form P-37 Addendum:

Subparagraph 13 of the General Provisions of this Agreement is hereby amended to read:

“Contractor shall comply with any and all requirements of this Agreement; in the event that the Contractor fails to comply with any such requirements, including, but not limited, to disclosure of any PHI in violation of this Agreement, the Covered Entity may pursue all available remedies, at law and in equity, including without limitation any damages or losses it suffers from Contractor’s breach of this Agreement. The respective rights and obligations of Contractor under this Agreement shall survive termination for this Agreement.”

Standard Exhibit C

“The parties acknowledge that the Contractor will not be providing services to Medicaid eligible individuals or to applicants for Medicaid pursuant to this Agreement. Therefore, the parties agree that the provisions in Standard Exhibit C, Special Provisions, related to such services, including but not limited to subparagraphs 1, 4, 5, 7, 8, 9.2, and 9.3, are not applicable to this Agreement.”

Standard Exhibit I Addendum:

The section entitled “Survival” in Subparagraph 6 of the Standard Exhibit I executed in connection with this Agreement is hereby amended to read:

“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, as amended, shall survive the termination of the Agreement.”

**2) Subparagraph 14. INSURANCE**

Subparagraph I4.1.2 shall be struck from Form P-37.

Subparagraph 14.3 of Form P-37 is hereby amended to read:

“The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later

than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide notice in accordance with the policy provisions. The Contractor shall 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.”

*Remainder of page intentionally left blank*

**NH Department of Health and Human Services  
STANDARD EXHIBIT D  
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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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 GRANTEEES 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);

- (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.

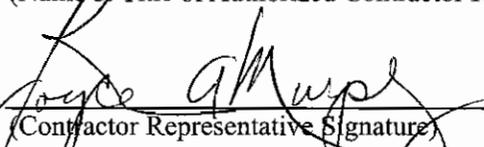
Place of Performance (street address, city, county, state, zip code) (list each location)

529 Main Street, Charlestown, MA 02129

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

University of Massachusetts Medical School	From: November 1, 2012	To: October 31, 2015
(Contractor Name)	(Period Covered by this Certification)	

Joyce A. Murphy, Executive Vice Chancellor, Commonwealth Medicine, UMMS  
 (Name & Title of Authorized Contractor Representative)

  
 (Contractor Representative Signature)

10/12/12  
 (Date)

NH DHHS, Office of Medicaid Business and Policy

Contractor Initials: 

Standard Exhibit D

Date: 10/12/12

**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

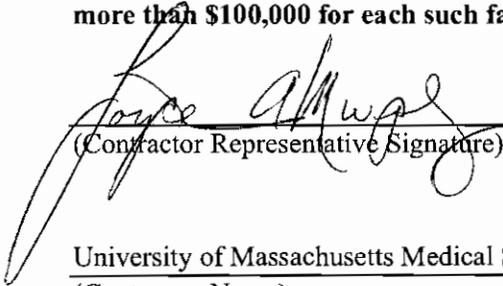
Contract Period: November 1, 2012 through October 31, 2015

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

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

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails**

**to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

  
\_\_\_\_\_  
(Contractor Representative Signature)

Joyce A. Murphy, Executive Vice Chancellor,  
Commonwealth Medicine, UMMS  
\_\_\_\_\_  
(Authorized Contractor Representative Name & Title)

University of Massachusetts Medical School  
\_\_\_\_\_  
(Contractor Name)

10/12/12  
\_\_\_\_\_  
(Date)

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**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

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**

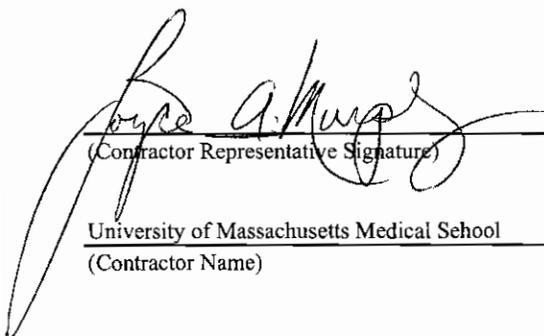
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**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.

 (Contractor Representative Signature)	Joyce A. Murphy, Executive Vice Chancellor, Commonwealth Medicine, UMMS (Authorized Contractor Representative Name & Title)
University of Massachusetts Medical School (Contractor Name)	10/12/12 (Date)

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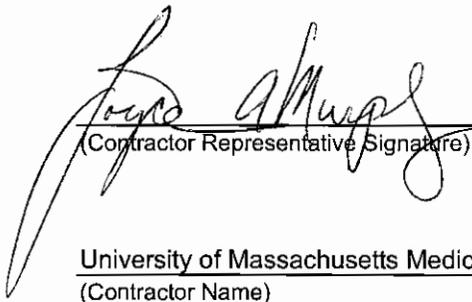
NH Department of Health and Human Services

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.

  
(Contractor Representative Signature)

Joyce A. Murphy, Executive Vice Chancellor,  
Commonwealth Medicine, UMMS  
(Authorized Contractor Representative Name & Title)

University of Massachusetts Medical School  
(Contractor Name)

10/12/12  
(Date)

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**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.

	Joyce A. Murphy, Executive Vice Chancellor, Commonwealth Medicine, UMMS
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
University of Massachusetts Medical School	10/12/12
(Contractor Name)	(Date)

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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**

**(I) 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 1. 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>Department of Health + Human Services</u> The State Agency Name	<u>University of Massachusetts Medical School</u> Name of the Contractor
<u>Kathleen A. Dunn</u> Signature of Authorized Representative	<u>Joyce A. Murphy</u> Signature of Authorized Representative
<u>Kathleen A. Dunn</u> Name of Authorized Representative	<u>Joyce A. Murphy</u> Name of Authorized Representative
<u>Associate Commissioner</u> Title of Authorized Representative	<u>Executive Vice Chancellor, Commonwealth Medicine, UMMS</u> Title of Authorized Representative
<u>10-12-12</u> Date	<u>10/12/12</u> Date

*Remainder of page intentionally left blank*

Contractor Initials: AM  
Date: 10/2/12

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.**

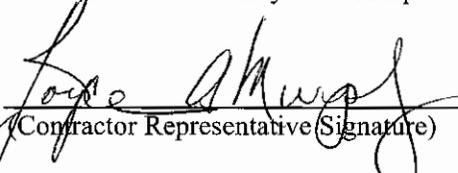
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

  
(Contractor Representative Signature) Joyce A. Murphy, Executive Vice Chancellor,  
Commonwealth Medicine, UMMS  
(Authorized Contractor Representative Name & Title)

University of Massachusetts Medical School  
(Contractor Name) 10/12/12  
(Date)

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: 603847393

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____



Commonwealth Medicine  
University of Massachusetts Medical School  
333 South Street  
Shrewsbury, MA 01545-2732 USA  
508.856.6222 (office) 508.856.6100 (fax)

## Commonwealth Medicine

### Mission, Vision, Values

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#### Mission

To create solutions that improve health and well-being, focused on those served by public programs.

#### Vision

To distinguish UMass Medical School as a national leader in transforming publicly-funded health care.

#### Values

We achieve our mission with integrity, collaboration, innovation, excellence, and evidence-based solutions.



## University of Massachusetts Medical School

### Our Mission, Values and Vision

The mission of the University of Massachusetts Medical School is to advance the health and well-being of the people of the commonwealth and the world through pioneering advances in education, research and health care delivery.

### Values and Vision

**As a combined enterprise with our clinical partner, UMass Memorial Health Care, we value:**

- improving health and enhancing access to care for people within our community, the commonwealth, and the world;
- excellence in achieving the highest quality standards in patient care and satisfaction, education and research;
- common good as an institutional focus, exercised both internally and externally;
- collegiality as we work through a shared vision for the common good;
- integrity in decision-making and actions held to the highest ethical standards;
- diversity promoted within our institution to foster an atmosphere of compassion, courtesy, and mutual respect, stimulating inventiveness and broadening our talents and perspectives;
- academic opportunity and scholarship through high-quality, affordable educational programs for the training of physicians, nurses, advanced practitioners, researchers, and educators; and
- scientific advancement made possible by embracing creative thinking and innovation to yield an understanding of the causes, prevention, and treatment of human disease for the pursuit of knowledge and the benefit of people everywhere.



**To become one of the nation's most distinguished academic health sciences centers, we seek to:**

- achieve excellence in the practice of safe, high-quality care;
- design and implement innovative educational methods to train educators, clinicians, and scientists to meet the future health care workforce needs in Massachusetts and the United States;
- develop educators, clinicians and scientists who are equipped to become the next generation of outstanding leaders in health care;
- develop and capitalize on the strengths of all staff who provide the operational support for an academic health sciences center;
- nurture ongoing progress in the basic sciences to fuel breakthrough discoveries that will transform the practice of medicine;
- translate scientific discoveries to improve patient outcomes and address the root causes of poor health; and
- partner to create and optimize health care initiatives that improve the health of the communities we serve.

### **Alternative Documentation Provided in lieu of Certificate of Good Standing**

A Certificate of Good Standing from the State of New Hampshire is not applicable to the University of Massachusetts. The University of Massachusetts is a public university created by the legislature of the Commonwealth of Massachusetts under statute M.G.L. ch. 75.

### **TAX STATUS OF THE UNIVERSITY OF MASSACHUSETTS**

**TAX-EXEMPT STATUS:** The University of Massachusetts is tax-exempt under section 115 of the Internal Revenue Code and/or under the doctrine of intergovernmental tax immunity. Section 115 provides tax-exemption for "income derived from the exercise of any essential governmental function." In Revenue Ruling 75-436, the Internal Revenue Service recognized that citizen education was an essential governmental function.

**CONTRIBUTIONS TO THE UNIVERSITY:** For income tax purposes, section 170 provides that donations made for exclusively public purposes, to or for the use of a state or political subdivision, are deductible against the taxable income of individuals, corporations, and other taxpayers, subject to various limitations. For estate tax purposes, section 2055(a) provides that bequests, legacies, devises, or transfers made by an estate for exclusively public purposes, to or for the use of any state or political subdivision, are deductible from the value of the gross estate subject to various limitations. For gift tax purposes, section 2522(a) provides that transfers made for exclusively public purposes, to or for the use of any state or political subdivision, are deductible in computing taxable gifts subject to various limitations. The Internal Revenue Service has ruled (Private Letter Rulings 8336068, 8935012, and 9017014) that contributions to state universities qualify as being made for "exclusively public purposes" and "to or for the use of" a state. Although private letter rulings cannot be relied upon as legal precedent, they give a good indication of how the IRS would rule on a similar fact pattern. If donors prefer to contribute to a tax-exempt organization with an IRS determination letter and with section 501(c)(3) tax-exempt status, they should contribute to the University of Massachusetts Foundation, Inc.

#### **Federal Tax Identification Numbers:**

**UNIVERSITY OF MASSACHUSETTS: 043167352**

**COMMONWEALTH OF MASSACHUSETTS: 04-6002284**

(The Commonwealth of Massachusetts F.E.I.N. is used for payroll tax purposes.)



CERTIFICATION  
PROGRAM

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA, PA 19255

Date: June 25, 2012



000182

Taxpayer: UNIVERSITY OF MASSACHUSETTS  
TIN: 04-3167352  
Tax Year: 2012

I certify that the above-named entity is a State, or political  
~~subdivision of a State, or an agency, instrumentality, or public~~  
educational organization of a State or political subdivision, which is  
exempt from U.S. tax under the Internal Revenue Code, and is a resident  
of the United States of America for purposes of U.S. taxation.

A handwritten signature in cursive script, appearing to read "P. J. Bazick".

P. J. Bazick  
Field Director, Accounts Management

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

**Granting Authority to Execute Contracts and All Other Instruments**

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

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

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

I further certify that effective September 27, 2012, the following is a list of designated individuals authorized in accordance with the afore referenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

**Amherst Campus**

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

**Boston Campus**

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

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

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

**Paul M. Mullane**, Deputy Director of the Office of Research and Sponsored Programs, Boston Campus, Boston, Massachusetts

### **Dartmouth Campus**

**Divina Grossman**, Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,

**John Farrington**, Provost & Vice Chancellor for Academic & Student Affairs, Dartmouth Campus, Dartmouth, Massachusetts,

**Deborah McLaughlin**, Vice Chancellor for Administrative and Fiscal Services, Dartmouth Campus, Dartmouth, Massachusetts,

**Joanne Zanella-Litke**, Director, Office of Research Administration, Dartmouth Campus, Dartmouth, Massachusetts,

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

### **Lowell Campus**

**Martin T. Meehan**, Chancellor, Lowell Campus, Lowell, Massachusetts,

**Joanne Yestramski**, Vice Chancellor for Administration, Finance, Facilities & Technology, Lowell Campus, Lowell, Massachusetts,

**Jacqueline F. Moloney**, Executive Vice Chancellor, Lowell Campus, Lowell, Massachusetts,

**Ahmed Abdelal**, Provost, Lowell Campus, Lowell, Massachusetts,

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

**Linda Concino**, Proposal Development Manager, Lowell Campus, Lowell, Massachusetts,

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

### **President’s Office**

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

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

**John Klenakis**, Deputy Director for the Donahue Institute, President’s Office, Boston, Massachusetts,

### **Worcester**

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

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

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

**Nancy E. Vasil**, Associate Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

**John L. Sullivan**, Director, Office of Research, University of Massachusetts Medical School, Worcester, Massachusetts,

**Sheila Noone**, Director of Clinical Research, University of Massachusetts medical School, Worcester, Massachusetts,

**Bethanne Giehl**, Assistant Director of Research Funding, University of Massachusetts Medical School, Worcester, Massachusetts,

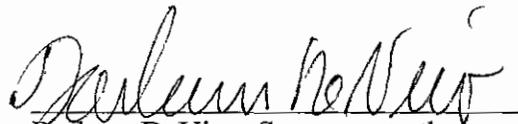
**Gina Shaughnessy**, Assistant Director of Contracts, University of Massachusetts Medical School, Worcester, Massachusetts,

**Bhavna Bhatia**, Grants Administrator III, University of Massachusetts Medical School, Worcester, Massachusetts,

**Diego R. Vazquez**, Assistant Vice Provost for Research Funding Services, University of Massachusetts Medical School, Worcester, Massachusetts

I further certify that Christine M. Wilda, Philip J. Marquis, Kumble R. Subbaswamy, John Dubach, Michael Malone, Carol P. Sprague, Jennifer A. Donais, Theresa W. Girardi, Nancy E. Stewart, Laura J. Howard, J. Keith Motley, Ellen M. O'Connor, Winston Langley, Zong-Guo Xia, Matthew L. Meyer, Paul M. Mullane, Divina Grossman, John Farrington, Deborah McLaughlin, Joanne Zanella-Litke, Michelle M. Plaud, Martin T. Meehan, Joanne Yestramski, Jacqueline F. Moloney, Ahmed Abdelal, Steven O'Riordan, Linda Concino, Julie Chen, Tom Chmura, Lynn Griesemer, John Klenakis, Michael F. Collins, MD, Robert Jenal, Joyce A. Murphy, Nancy E. Vasil, John L. Sullivan, Sheila Noone, Bethanne Giehl, Gina Shaughnessy, Bhavna Bhatia and Diego R. Vazquez are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts

Date: October 12, 2012

  
Barbara DeVico, Secretary to the  
Board of Trustees



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2012

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).**

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.Cerrequest@marsh.com Fax 212-948-4377	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
S04033-Bost-GL-12-13	<b>INSURER A :</b> Lexington Insurance Company	19437
<b>INSURED</b> UNIVERSITY OF MASSACHUSETTS OFFICE OF THE TREASURER 333 SOUTH STREET, SUITE 450 SHREWSBURY, MA 01545	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006495583-01                      **REVISION NUMBER:** 1

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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			004055483	05/01/2012	05/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 SIR \$ 100,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re. Commonwealth Medicine Contract with New Hampshire for Disproportionate Share Hospital Program Consultant Services, RFP # 13-OMBP-DSH-01  
  
 NH Department of Health & Human Services is named as an additional insured as respects to operations by or on behalf of the University of Massachusetts or operation of facilities of the U Mass or use of facility by U Mass as their interest may appear.

<b>CERTIFICATE HOLDER</b> NH Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Donna K. Doucet <i>Donna K. Doucet</i>
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