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

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-8029 1-800-852-3345 Ext. 8029
Fax: 271-8113 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Steve Mosher
Administrator
Financial Review & Integrity

December 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 Improvement & Integrity to amend an existing agreement, Purchase Order #1026356, with Goold Health Systems, 45 Commerce Drive, Augusta, Maine 04332, Vendor #228910 to continue to provide New Hampshire Medicaid Recovery Audit Contractor services for the purposes of reviewing and auditing paid Medicaid provider claims by extending the Completion Date from December 31, 2012 to December 31, 2014, effective January 1, 2013. Contingency fee payments to the contractor will be based on recovered overpayments, and identified underpayments, at the rate of 12%. Funds are available in the following account in State Fiscal Year 2013 and are anticipated to be available in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in the future operating budgets with authority to adjust amounts if needed and justified between State Fiscal Years. Governor and Council approved the original agreement on March 30, 2011, Item Number 65. This is a no cost extension.

50% FED 50% GEN

**05-95-95-950010-6500 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND SOCIAL SVCS, HHS:
COMMISSIONER, OFFICE OF THE COMMISSIONER, MEDICAID RAC**

Class: 000-Revenue Source: 403089

	SFY11	SFY12	SFY13 - 12/31/2013	SFY13 1/1/2013	SFY14	SFY15	Total*
Gross Receipts	\$(11,363,636)	\$(44,507,576)	\$31,250,000	\$11,363,636	\$33,143,940	\$11,363,636	\$87,121,212
Less: Payment to Contractor	\$1,250,000	\$5,000,000	(\$3,750,000)	(\$1,250,000)	(\$3,750,000)	(\$1,250,000)	(\$10,000,000)
Net Recovery	\$(10,113,636)	\$(39,507,576)	\$27,500,000	\$10,113,636	\$29,393,940	\$10,113,636	\$77,121,212
Federal Share 50%	\$(5,056,818)	\$(19,753,788)	\$13,750,000	\$5,056,818	\$14,696,970	\$5,056,818	\$38,560,606
State Share	\$(5,056,818)	\$(19,753,788)	\$13,750,000	\$5,056,818	\$14,696,970	\$5,056,818	\$38,560,606

*Reflects adjusted amendment amounts



EXPLANATION

The purpose of this Request is to extend the Completion Date of the existing agreement to enable Goold Health Systems, New Hampshire's Medicaid Recovery Audit Contractor, to continue its successful reviews and audits of Medicaid provider claims in order to maximize recoveries, deterrence, and prevention of fraud, waste and abuse in the New Hampshire Medicaid Medical Assistance Program. This is a no cost extension as contractor payments will continue to be based on a contingency fee basis on recovered overpayments and identified underpayments, at the rate of 12%.

Section 6411 of the Affordable Care Act, Expansion of the Recovery Audit Contractor Program amends section 1902(a)(42) of the Social Security Act. As a result, each state, including New Hampshire, is required to contract with a Recovery Audit Contractor who will review and audit Medicaid payments made to providers. It is also required that the Recovery Audit Contractor be paid on a contingency fee basis related to recovered overpayments and identified underpayments. Recovery Audit Contractors do not replace any existing state program integrity or audit initiatives or other programs.

Subsequent to Governor and Council approval of the original contract on March 30, 2011, Item Number 65, Goold Health Systems developed algorithms to retrospectively review NH Medicaid paid claims and seek recovery of overpayments and/or identify underpayments, as well as notifying the State and providers of any qualifying underpayments. The Office of Improvement and Integrity reviews and validates the vendor's information to ensure the accuracy of information before recovery of any overpayment commences. The requested extension is necessitated because implementation of recovery efforts by the vendor was delayed due to technical difficulties encountered in the transfer of data from the Medicaid Management Information Systems to Goold Health Systems. To date, Goold Health Systems has identified and recovered \$134,885.28 in provider overpayments. The Department is pleased with the amount to date in light of the unforeseen delay. This extension will allow Goold Health Systems to continue their work on behalf of the State.

The Federal Medicaid program has established 12.5% as the maximum contingency fee rate for which Federal Financial Participation will be available. This agreement establishes a contingency fee of 12%. The Centers for Medicare and Medicaid Services will match the fee with federal dollars up to the usual federal matching rate for the particular service for which actual recovery is made or overpayment identified.

In the event Governor and Executive Council determine to not authorize this extension New Hampshire will be out of compliance with the Affordable Care Act and may be subject to monetary sanctions in the Medicaid Program for the period of time between January 1, 2013 and approval of a vendor to be New Hampshire's Recovery Audit Contractor. Included in the original Governor and Executive Council request approved on March 30, 2011, Item Number 65, was authorization to extend this agreement for two one-year periods upon the satisfactory completion of services by the vendor, the agreement of the parties, and approval of Governor and Executive Council.

Goold Health Systems was selected as the Recovery Audit Contractor as a result of a competitive bidding process. A Request For Proposals and public notice were published in October 2010. Proposals were submitted from Goold Health Systems, PRGX USA, Inc. and HMS Holdings Corporation. The proposals were evaluated for meeting minimum requirements, organization, review process and delivery and cost sharing in accordance with



criteria established in the Request For Proposals. PRGX USA, Inc. did not receive the required minimum score in Phase II (Evaluation of Organization). Therefore, in accordance with the evaluation criteria set forth, PRGX USA, Inc.'s proposal was eliminated from further consideration. Of the remaining two proposals Goold Health Systems was selected because it scored the highest with 78.75 total points out of a possible 100 and was the bidder with the lowest cost proposal. The Bid Summary is attached.

The following performance measures will be utilized to evaluate this agreement:

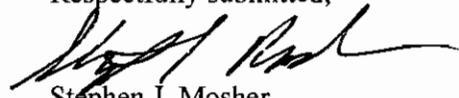
- Performance Measure 1: Review of provider cases and determination of medical necessity and appropriateness. Outcome: Appropriate recovery of overpayments and/or provider education, in accordance with supporting documentation, i.e., established New Hampshire Medicaid administrative rules, policy, guidelines, and federal regulations.
- Performance Measure 2: Provider reviews shall occur in a timely manner. Outcome: Once the Office of Improvement and Integrity, Provider Program Integrity Unit has approved an algorithm, Goold Health Systems shall complete the review/recovery the efforts within six (6) months.
- Performance Measure 3: Communication of potential recoveries shall be sent to the Office of Improvement and Integrity, Provider Program Integrity Unit. Outcome: The Office of Improvement and Integrity, Provider Program Integrity Unit shall approve all potential recovery notices prior to mailing.
- Performance Measure 4: Goold Health Systems shall complete and submit required reports. Outcome: Goold Health Systems shall submit all reports to the Office of Improvement and Integrity, Provider Program Integrity Unit, in accordance with the guidelines and timeframes established by the Department of Health and Human Services.

Area Served: Statewide.

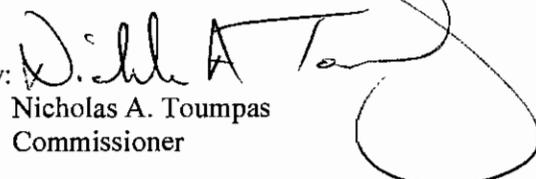
Source of funds: 50% Federal Funds and 50% General Funds. Upon completion of the agreement the final percentages may vary because Medicaid services are reimbursed at various rates.

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

Respectfully submitted,



Stephen J. Mosher
Administrator
Office of Improvement and Integrity

Approved by: 
Nicholas A. Toumpas
Commissioner

OFFICE OF IMPROVEMENT AND INTEGRITY
 SURVEILLANCE, UTILIZATION & REVIEW OF SUBSYSTEMS UNIT (SURS)
 Utilization and Quality Control Peer Review
 RFP 11-OII-SURS-RAC-02
 For the Contract Period ending December 31, 2012

BID PROPOSALS

	GOOLD HEALTH SYSTEMS (GHS)	PRGX USA, INC (PRGX)	HMS HOLDINGS CORPORATION (HMS)
Phase I Pass/Fail Evaluation of Min. Requirements	PASS	PASS	PASS
Phase II 15 points Evaluation of Organization *Must have a minimum 9 points to pass this phase and move on to phase III	11.5	7.75*	10.75
Phase III 35 points Evaluation of Review Process & Delivery	29.75		20.75
Phase IV 50 points Evaluation of Coast Sharing Proposal	37.5		25
TOTAL SCORE OUT OF A POSSIBLE 100 POINTS	78.75		56.50

OFFICE OF IMPROVEMENT AND INTEGRITY
SURVEILLANCE, UTILIZATION & REVIEW OF SUBSYSTEMS UNIT (SURS)
Utilization and Quality Control Peer Review
RFP 11-OII-SURS-RAC-02
For the Contract Period ending December 31, 2012

RANKING THE PROPOSALS

RFP 11-OII-SURS-RAC-02 was evaluated by three (3) experienced SURS staff members and one (1) financial analyst, whose names and qualifications are as follows:

1. Sherry Bozoian, RN - Administrator, SURS unit, DHHS/OII
Graduated Sacred Heart Hospital School of Nursing - Diploma in Nursing - 1974
Graduated Notre Dame College 1997 - Bachelor of Arts
1974 - 1986 Staff nurse, Operating Room
1988 - 1993 Utilization Review Nurse - Blue Cross/Blue Shield of NH
1994 - 2000 Utilization Review Nurse/Consultant EDS (for DHHS SURS)
2000 - present Administrator II, SURS unit

2. Mindy Chavanelle - QIO Contract Manager, SURS unit, DHHS/OII
Graduated St. Anselm College 1985 - Bachelor of Science in Nursing
1985 - 1987 Medical Claims Analyst
1988 - 1995 Human Resources Manager
1995 - 2007 Medicaid Policy-Program Specialist III
2007 - present QIO Contract Manager, SURS unit, DHHS/OII

3. Diana Gannett - Program Specialist III, SURS unit, DHHS/OII
Graduated Hesser College 2009 - Medical Assistant's Degree
1984 - 2003 DHHS, Medicaid Program, various positions
2003 - present Program Specialist III, SURS unit, DHHS/OII

4. Grant Beckman - Administrator DHHS/OII
Graduated NH College 1988 - Bachelor of Science in Human Services
Graduated Plymouth State 1991 - Master of Business Admin.
1991 - 1997 Customer Service/Marketing
1997 - 1998 Account Manager
1998 - 2000 DHHS Program Specialist IV - Medicaid Finance/Reporting
2000 - present Administrator II, DHHS/OII, Medicaid Financial Manager

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 21st day of November 2012, by and between the State of New Hampshire, acting by and through its Office of Improvement and Integrity, Provider Program Integrity Unit of the Department of Health and Human Services (hereinafter referred to as the "Office") and Goold Health Systems, a Maine corporation organized under the laws of the State of Maine, with a place of business at 45 Commerce Drive, Augusta, Maine 04332 (hereinafter referred to as the "Provider").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") dated March 7, 2011, and approved by the Governor and Executive Council on March 30, 2011 (Item #65), the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Office of certain sums as specified therein; and

WHEREAS, pursuant to the provisions of Section 18 of the Agreement, the Agreement may be amended, waived or discharged only by a written instrument executed by the parties thereto; and

WHEREAS, the Provider and the Office have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties do hereby agree as follows:

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

To Amend the Contract Period and Completion Date section 1.7 and Amend Exhibit A Scope of Services and Exhibit B Purchase of Services as follows: by extending the contract period and completion date from March 30, 2011 through December 31, 2012; to March 30, 2011 through December 31, 2014, as specified in the Request for Proposals dated October 10, 2010 and the Governor and Executive Council letter dated March 7, 2011, paragraph four. Pursuant to the above mentioned, this Agreement may be extended by amendment for two one-year periods upon the satisfactory completion of the services by the Provider, the Agreement of the parties and approval by Governor and Executive Council. This amendment shall further amend that language to allow the two one-year periods to be renewed in one action by Governor and Executive Council providing that the Provider continues their strong performance on the implementation of the contract.

To Amend Standard Exhibits D, E, F, G, H, and I by extending the Period Covered from December 31, 2012 to December 31, 2014.

To Amend by adding Standard Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance.

Contractor's Initials: JAC/GHS
Date: 11/21/2012

2. Effective Date of Amendment:

This Amendment shall be effective January 1, 2013, upon approval of Governor and Executive Council.

Contractor's Initials: JAC/GNJ
Date: 11/21/2012

3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Office of Improvement and Integrity
Provider Program Integrity Unit
Department of Health and Human Services

By [Signature]

Stephen J. Mosher, Administrator

Coold Health Systems
Name of Corporation

By Jane A. Ri, CEO

Name/Title

STATE OF Maine

COUNTY OF Kennebec

On this the 21st day of November, 2012, before me, Karen Rydberg the undersigned officer, personally appeared Jane Ri who acknowledged himself/herself to be the CEO of Coold Health Systems, a corporation, and that he/she, as such CEO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as CEO.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

My commission expires:

KAREN L. RYDBERG
Notary Public
Maine

My Commission Expires January 4, 2015

Contractor's Initials: JAC/GHS
Date: 11/21/2012

Approved by Attorney General this 30 day of Nov., 2012;

By [Signature]
OFFICE OF THE ATTORNEY GENERAL
Jeanne P. Herrick, Attorney

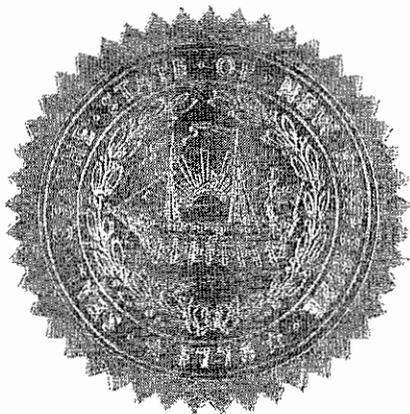
Approved by Governor and Council this _____ day of _____, 20____.

Contractor's Initials: JAC/GMS
Date: 11/21/2012

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GOOLD HEALTH SYSTEMS doing business in New Hampshire as GOOLD HEALTH SYSTEMS, Inc., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on November 5, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of November, A.D. 2012

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

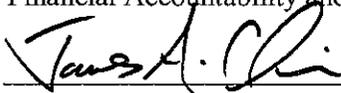
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



James A. Clair, Chief Executive Officer

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Goold Health Systems

11/21/2012

(Contractor Name)

(Date)

Contractor initials: JAC / GHS
Date: 11/21/2012
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 556484509

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

Contractor initials: JAC/GMS
Date: 11/21/2012
Page # _____ of Page # _____

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Horace W. Horton, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Goold Health Systems
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 2/7/2007:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, _____, for the provision of
Medicaid Recovery Audit Contractor services.

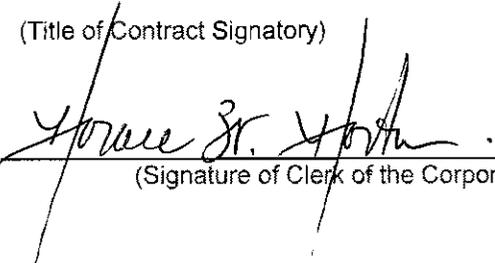
RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of November, 2012.
(Date Contract Signed)

4. James A. Clair is the duly elected
Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

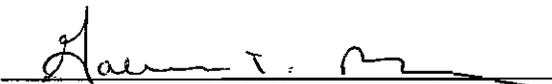

(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE MAINE

County of Lumberland

The forgoing instrument was acknowledged before me this 21st day of November, 2012.

By Horace W. Horton
(Name of Clerk of the Corporation)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

GABRIELLE T. PERRY
Notary Public, Maine
My Commission Expires January 27, 2017

Commission Expires: _____



**GOOLD HEALTH SYSTEMS
ACTION BY UNANIMOUS WRITTEN CONSENT OF ALL DIRECTORS**

The undersigned, being all the Directors of Goold Health Systems, a Maine Corporation, hereby consent to the taking of, and hereby take, the following action pursuant to the Maine Business Corporation act, such action to be effective on the date hereof:

RESOLVED: That the following individuals be and they hereby are elected officers of the Corporation in the capacities set forth below opposite their respective names, each to serve until his or her successor is duly elected and qualified:

William G. Waldron, Jr., Chairman of the Board

Victoria Mulkern – President/Treasurer

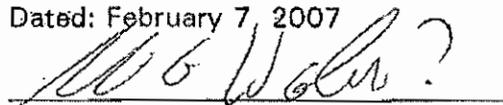
James A. Clair – Chief Executive Officer

John H. Grotton – Executive Vice President/Pharmacy

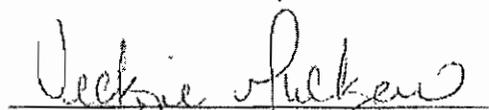
Horace W. Horton – Clerk

RESOLVED: That James A. Clair, as Chief Executive Officer, or in his absence John H. Grotton, as Executive Vice President/Pharmacy, be authorized to sign documents for and conduct the day-to-day operations of the Corporation.

Dated: February 7, 2007



William G. Waldron, Jr.



Victoria W. Mulkern



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2012

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

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

PRODUCER Cross Insurance-Windham 745 Roosevelt Trail, Unit#1 PO Box 1383 Windham ME 04062	CONTACT NAME: Melissa Connell PHONE (A/C, No, Ext): (207) 892-7996 E-MAIL ADDRESS: mconnell@crossagency.com	FAX (A/C, No): (207) 892-8229
	INSURER(S) AFFORDING COVERAGE	
INSURED GOULD HEALTH SYSTEMS INC GOULD HEALTH PO BOX 1090 AUGUSTA ME 04332-1090	INSURER A: Peerless Insurance Company	
	INSURER B: Travelers Insurance Company	
	INSURER C: Landmark American Ins Co	
	INSURER D: MEMIC Indemnity	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master to 2014 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		BOP8358169	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000						
A	AUTOMOBILE LIABILITY <input checked="" 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			BA8356269	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Undersured motorist \$ 1,000,000						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-14N9960512NF	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 25,000,000
	AGGREGATE \$ 25,000,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		310 280133-Oregon, Iowa Connecticut, Georgia Maryland, Virginia, Maine	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	Medical Professional			LHR728610	1/1/2013	1/1/2014	Liability Limit per Claim \$ 3,000,000
	Aggregate Limit \$ 3,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusions and special provisions.

CERTIFICATE HOLDER (603) 271-8113 sbozoian@dhhs.state.nh.us State of New Hampshire Bureau of Improvement & Integrity Sherry Bozoian, RN SURS/Thayer Building 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Melissa Connell/MC2 <i>Melissa A Connell</i>
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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF IMPROVEMENT AND INTEGRITY

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-8029 1-800-852-3345 Ext 8029
 Fax: 271-8113 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Nicholas A. Toumpas
 Commissioner

Steve Mosher
 Administrator
 Financial Review & Integrity

March 7, 2011 APPROVED BY _____

DATE 3/30/11

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ITEM # # 65

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 Improvement and Integrity to enter into an agreement with Goold Health Systems, 45 Commerce Drive, Augusta, Maine 04332 (Vendor No. TBD) to become the New Hampshire Medicaid Recovery Audit Contractor for the purposes of reviewing and auditing paid Medicaid provider claims in an amount not to exceed \$10,000,000.00 payable on a contingency fee basis, effective upon approval by Governor and Executive Council through December 31, 2012. Contingency fee payments to the contractor will be based on recovered overpayments and identified underpayments at the rate of 11% for the first year of the contract and 12% thereafter. Funds are available in the following account in State Fiscal Year (SFY) 2011 and are anticipated to be available in SFYs 2012 and 2013 upon the availability and continued appropriation of funds in the future operation budgets, with authority to adjust amounts if needed and justified between State Fiscal Years.

05-95-95-950010-6500 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND SOCIAL SVCS, HHS:COMMISSIONER, OFFICE OF THE COMMISSIONER, FEDERAL GRANT ADM

Class: 000-Revenue Source: 404843

	SFY11	SFY12	SFY13	
Gross Receipts	\$11,363,636	\$44,507,576	\$31,250,000	
Less: Payment to Contractor	(\$1,250,000)	(\$5,000,000)	(\$3,750,000)	(\$10,000,000)
Net Recovery	<u>\$10,113,636</u>	<u>\$39,507,576</u>	<u>\$27,500,000</u>	
Federal Share 50%	\$5,056,818	\$19,753,788	\$13,750,000	
State Share	\$5,056,818	\$19,753,788	\$13,750,000	\$38,560,606

EXPLANATION

Section 6411 of the Affordable Care Act, Expansion of the Recovery Audit Contractor (RAC) Program amends section 1902(a)(42) of the Social Security Act. As a result each state, including New Hampshire, is required to contract with a Recovery Audit Contractor who will review and audit Medicaid payments made to providers. It is also required that the Recovery Audit Contractor be paid on a contingency fee basis related to recovered overpayments and identified underpayments. Recovery Audit Contractors do not replace any existing state program integrity or audit initiatives or other programs. The State of New Hampshire will benefit from this activity through the identification and recovery of overpayments. Medicaid providers will benefit from the

identification of underpayments resulting in corrective payments to them. In the event Governor and Executive Council determine to not authorize this agreement, New Hampshire will be out of compliance with the Affordable Care Act and may be subject to monetary sanctions in the Medicaid Program.

Goold Health Systems will review Medicaid payments to providers to detect those made incorrectly. Payments made under the New Hampshire Medicaid State Plan and any applicable waiver services will be reviewed to ensure proper coding, billing and payment of services and to detect and identify potential occurrences of fraud, waste and abuse. The vendor will be responsible for seeking recoveries of overpayments from providers. In instances of provider underpayment the vendor will initiate action to ensure correct payment. In instances of suspected provider fraud, abuse or inappropriate billing the vendor will make referrals to appropriate law enforcement agencies and recommend or implement preventive and educational measures for the New Hampshire Medical Assistance Program. All Medicaid service types under the New Hampshire Medical Assistance Program will be audited. The vendor will coordinate its activities with other auditing entities such as the Department of Justice, Medicaid Fraud Control Unit and Medicaid Integrity Contractors.

The vendor will be paid a percentage of both the overpayments it recovers and a percentage of the underpayments it identifies for the State of New Hampshire Medical Assistance Program. A contingency fee of 11% will be paid by the State during the first year of the contract and 12% beginning in the second year. The federal Medicaid program does not dictate contingency fee rates, but has established 12.5% as the maximum contingency fee rate for which Federal Financial Participation will be available. Because this agreement has established a contingency fee less than 12.5%, the Centers for Medicare and Medicaid Services will match the fee with federal dollars up to the usual federal matching rate for the particular service for which recovery is made or overpayment identified. As a result the recovered amount retained by the State is increased. As specified in the Request for Proposals this agreement may be extended by amendment for two one-year periods upon the satisfactory completion of services by the vendor, the agreement of the parties and approval of Governor and Executive Counsel.

In preparation for delivery of services Goold Health Systems will review the New Hampshire Medical Assistance Program integrity activities, policies and procedures to familiarize themselves with applicable State and federal laws, rules, Centers for Medicare and Medicaid Services guidelines and regulations pertaining to Program services. It will research the fraud and abuse best practices employed by other states, Medicare and commercial insurance carriers in order to develop high quality recommendations for the State of New Hampshire. The Office of Improvement and Integrity, Surveillance and Utilization Review Unit (SURS) will review and approve all of the recommendations developed before authorizing the vendor to proceed with the recommended activities. This will ensure that the vendor has adequately completed its research and is knowledgeable of the various Medicaid services being audited in order to accurately perform audits. The Department of Health and Human Services will maintain oversight of all vendor activities.

This contract is the result of a competitive bidding process. A Request For Proposals (RFP) and public notice were published on October 20 through October 22, 2010, in the New Hampshire Union Leader and on the Department of Health and Human Services website. In total three proposals were submitted from Goold Health Systems, PRGX USA, Inc. and HMS Holdings Corporation. An evaluation committee comprised of four Department employees evaluated the proposals in accordance with criteria established in the RFP. Proposals were evaluated for meeting minimum requirements, organization, review process and delivery and cost sharing. Of the three proposals, PRGX USA, Inc. did not receive the required minimum score in Phase II (Evaluation of Organization). Therefore, in accordance with the evaluation criteria set forth in the RFP, PRGX USA, Inc.'s

proposal was eliminated from further consideration. Please note that as a result, there is no "Total Score" for it reflected in the attached Bid Summary. Of the remaining two proposals Goold Health Systems was selected because it scored the highest with 78.75 total points out of a possible 100 and was the bidder with the lowest cost proposal.

The following performance measures will be utilized by SURS to measure the effectiveness of this agreement and performance of the vendor:

- Performance Measure 1: Review of provider cases and determination of medical necessity and appropriateness. Outcome: Appropriate recovery of overpayments and/or provider education, in accordance with supporting documentation, i.e., established New Hampshire Medicaid administrative rules, policy, guidelines, and federal regulations.
- Performance Measure 2: Provider reviews shall occur in a timely manner. Outcome: Reviews should be completed within 4 months of receipt of data.
- Performance Measure 3: Communication of non-complaint cases to SURS for the purpose of payment recovery. All potential recovery notices shall be communicated to SURS within two weeks from the date they were identified for SURS approval prior to mailing.
- All required reports shall be provided by the vendor to SURS in accordance with the guidelines and timeframes established by the Department of Health and Human Services.

Area Served: Statewide.

Source of funds: 50% Federal Funds and 50% General Funds. Upon completion of the agreement the final percentages may vary because Medicaid services are reimbursed at various rates.

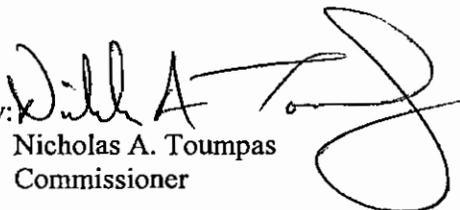
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen Mosher
Administrator
Office of Improvement and Integrity

Approved by:



Nicholas A. Toumpas
Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

OFFICE OF IMPROVEMENT AND INTEGRITY
SURVEILLANCE, UTILIZATION & REVIEW OF SUBSYSTEMS UNIT (SURS)
Utilization and Quality Control Peer Review
RFP 11-OII-SURS-RAC-02
For the Contract Period ending December 31, 2012

BID PROPOSALS

	GOOLD HEALTH SYSTEMS (GHS)	PRGX USA, INC (PRGX)	HMS HOLDINGS CORPORATION (HMS)
Phase I Pass/Fail Evaluation of Min. Requirements	PASS	PASS	PASS
Phase II 15 points Evaluation of Organization *Must have a minimum 9 points to pass this phase and move on to phase III	11.5	7.75*	10.75
Phase III 35 points Evaluation of Review Process & Delivery	29.75		20.75
Phase IV 50 points Evaluation of Coast Sharing Proposal	37.5		25
TOTAL SCORE OUT OF A POSSIBLE 100 POINTS	78.75		56.50

OFFICE OF IMPROVEMENT AND INTEGRITY
 SURVEILLANCE, UTILIZATION & REVIEW OF SUBSYSTEMS UNIT (SURS)
 Utilization and Quality Control Peer Review
 RFP 11-OIL-SURS-RAC-02
 For the Contract Period ending December 31, 2012

RANKING THE PROPOSALS

	Eval. #1 (SB)	Eval. #2 (MC)	Eval. #3 (DG)	Eval. #4 (GB)	Average Score
Vendor	PRGX	PRGX	PRGX	PRGX	
Phase I Pass/Fail					
Evaluation of Min. Requirements	PASS	PASS	PASS	PASS	PASS
Phase II 15 points Evaluation of Organization *Must have a minimum 9 points to pass this phase and move on to phase III	8*	8*	8*	7*	7.75*
Phase III 35 points Evaluation of Review Process & Delivery					
Phase IV 50 points Evaluation of Cost Sharing Proposal					
TOTAL SCORING					

RANKING THE PROPOSALS

RFP 11-OII-SURS-RAC-02 was evaluated by three (3) experienced SURS staff members and one (1) financial analyst, whose names and qualifications are as follows:

1. Sherry Bozoian, RN - Administrator, SURS unit, DHHS/OII
Graduated Sacred Heart Hospital School of Nursing - Diploma in Nursing - 1974
Graduated Notre Dame College 1997 - Bachelor of Arts
1974 - 1986 Staff nurse, Operating Room
1988 - 1993 Utilization Review Nurse - Blue Cross/Blue Shield of NH
1994 - 2000 Utilization Review Nurse/Consultant EDS (for DHHS SURS)
2000 - present Administrator II, SURS unit
2. Mindy Chavanelle - QIO Contract Manager, SURS unit, DHHS/OII
Graduated St. Anselm College 1985 - Bachelor of Science in Nursing
1985 - 1987 Medical Claims Analyst
1988 - 1995 Human Resources Manager
1995 - 2007 Medicaid Policy- Program Specialist III
2007 - present QIO Contract Manager, SURS unit, DHHS/OII
3. Diana Gannett - Program Specialist III, SURS unit, DHHS/OII
Graduated Hesser College 2009 - Medical Assistant's Degree
1984 - 2003 DHHS, Medicaid Program, various positions
2003 - present Program Specialist III, SURS unit, DHHS/OII
4. Grant Beckman - Administrator DHHS/OII
Graduated NH College 1988 - Bachelor of Science in Human Services
Graduated Plymouth State 1991 - Master of Business Admin.
1991 - 1997 Customer Service/Marketing
1997 - 1998 Account Manager
1998 - 2000 DHHS Program Specialist IV - Medicaid Finance/Reporting
2000 - present Administrator II, DHHS/OII, Medicaid Financial Manager

OFFICE OF IMPROVEMENT AND INTEGRITY
 SURVEILLANCE, UTILIZATION & REVIEW OF SUBSYSTEMS UNIT (SURS)
 Utilization and Quality Control Peer Review
 RFP 11-OII-SURS-RAC-02
 For the Contract Period ending December 31, 2012

RANKING THE PROPOSALS

	Eval. #1 (SB)	Eval. #2 (MC)	Eval. #3 (DG)	Eval. #4 (GB)	Average Score
Vendor	HMS	HMS	HMS	HMS	
Phase I Pass/Fail					
Evaluation of Min. Requirements	PASS	PASS	PASS	PASS	PASS
Phase II 15 points Evaluation of Organization	11	10	10	12	10.75
Phase III 35 points Evaluation of Review Process & Delivery	20	21	20	22	20.75
Phase IV 50 points Evaluation of Cost Sharing Proposal	25	25	25	25	25
TOTAL SCORING OUT OF A POSSIBLE 100 POINTS	56	56	55	59	56.5

OFFICE OF IMPROVEMENT AND INTEGRITY
 SURVEILLANCE, UTILIZATION & REVIEW OF SUBSYSTEMS UNIT (SURS)
 Utilization and Quality Control Peer Review
 RFP 11-OII-SURS-RAC-02
 For the Contract Period ending December 31, 2012

RANKING THE PROPOSALS

	Eval. #1 (SB)	Eval. #2 (MC)	Eval. #3 (DG)	Eval. #4 (GB)	Average Score
Vendor	GHS	GHS	GHS	GHS	
Phase I Pass/Fail					
Evaluation of Min. Requirements	PASS	PASS	PASS	PASS	PASS
Phase II 15 points Evaluation of Organization	10	12	12	12	11.5
Phase III 35 points Evaluation of Review Process & Delivery	30	30	30	29	29.75
Phase IV 50 points Evaluation of Cost Sharing Proposal	37.5	37.5	37.5	37.5	37.5
TOTAL SCORING OUT OF A POSSIBLE 100 POINTS	77.5	79.5	79.5	78.5	78.75

Subject: Medicaid Recovery Audit Contractor FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Account Number, Completion Date, Price Limitation, Contracting Officer, Contractor Signature, Acknowledgement, Notary Public, State Agency Signature, and various approval sections.

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/RESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials JAC
Date 1/31/11

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.

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

The State
[Signature]
Signature of Authorized Representative
Stephen J. Masher
Name of Authorized Representative
Administrator
Title of Authorized Representative
1/31/11
Date

Coold Hae Hk Systems
Name of the Contractor
[Signature]
Signature of Authorized Representative
James A. Clair
Name of Authorized Representative
CEO
Title of Authorized Representative
1/31/11
Date

JAC
1/31/11

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

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, 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 and the Privacy and Security Rule.
- 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.

JAC
1/21/11

SFY 2011 & 2012

Exhibit A

SCOPE OF SERVICES

CONTRACT PERIOD: March 16, 2011 through December 31, 2012

CONTRACTOR: *Revised*

NAME: Goold Health Systems

ADDRESS: 45 Commerce Drive, Suite 5
PO Box 1090
Augusta, Maine 04332-1090

TELEPHONE: (207) 622-7153

EXECUTIVE DIRECTOR: Mr. James A. Clair, Chief Executive Officer

GOVERNING DOCUMENTS

This Contract consists of the standard forms contract (Form P-37), all Exhibits A through I. All Exhibits and appendices are attached and hereby incorporated by reference. It is expressly agreed and understood that all conditions contained in the referenced attached Appendices and Exhibits, unless otherwise noted, are included under this Contract.

This Agreement, including those attachments, schedules, appendices, exhibits, and addenda that have been specifically incorporated herein and written plans submitted by the Contractor and maintained on file by DHHS pursuant to this Agreement, contains all the terms and conditions agreed upon by the parties, and no other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties or vary any of the terms contained in this Agreement. In the event of any inconsistency or conflict among the document elements of this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

- i) This Agreement to include Form P-37, accompanying Exhibits A through I,
- ii) The Request for Proposal and Amendments to the RFP;
- iii) Detailed Plan of Operations; and
- iv) Contractor's proposal dated November 19, 2010.

Goold Health Systems (GHS) will perform services to detect and recover funds for improper Medicaid payments made to providers arising from provider fraud and abuse, or inappropriate billing and, where indicated, make referrals to appropriate law enforcement agencies and recommend or implement preventive and educational measures. GHS will be responsible for auditing all program areas under the NH Medicaid Program, and also be responsible for coordinating audits with other audit entities, such as the Department of Justice, Medicaid Fraud Control Unit (MFCU) and Medicaid Integrity Contractors (MIC's). GHS will also be responsible for identifying underpayments under the State Plan and any waiver services, utilizing data systems to identify fraud, ensure proper coding and billing of services, identify improper payments and seek recoveries of overpayments from providers.

Prior to the commencement of Recovery Audits, GHS must submit a detailed work plan that identifies the project manager and staff assigned, describes the detailed steps and approach they would take to identify and audit providers, required DHHS resources, other State agency involvement, and any and all other facets of the project, to the OII-SURS for review and approval. The State may request, in writing, at any time that the work plan be modified.

GHS' scope of work is limited to only the activities stated and authorized in the work plan that has been approved by OII-SURS. Detailed work plans will be reviewed and approved prior to the start of each quarter and within seven working days from receipt of such plans by OII-SURS. No claim or invoice will be submitted or paid unless an approved work plan is on file with the State for the quarter in which the original cases or scope of work are identified.

DHHS and MFCU conduct a number of fraud, waste, and abuse functions. The intent of this contract is for the provider to identify and be compensated for identifying new recoveries and underpayments. Recoveries related to the following activities are considered to be current activities and outside the scope of this contract:

- 1) Audits currently in process by the OII-SURS unit.
- 2) Audits currently in process by MFCU.
- 3) Claims related to in-state inpatient hospital stays, which are audited by an independent contractor.
- 4) Activities related to third party liabilities, which are conducted by the OII, Third Party Liability Unit.

GHS shall identify providers to be audited, and report back to OII-SURS, a detailed overview with supporting documentation to justify the audit. OII-SURS will approve all audits on a case-by-case basis, prior to the Contractor starting the audit process. The Contractor shall obtain Department approval prior to all written correspondence to providers. Templates of any correspondence to be used during this project must be pre-approved by the Department prior to use. The Contractor shall inform the Department's Contract Manager or his/her designee of any and all meetings and teleconferences scheduled between the Contractor and audited providers at least five (5) business days

before the meeting is scheduled, to ensure that the Department can have a representative present if desired.

The following performance measures will be used by OII-SURS to measure the effectiveness of this agreement:

- Performance Measure 1: Review of provider cases and determination of medical necessity and appropriateness. Outcome: Appropriate recovery of overpayments and/or provider education, in accordance with supporting documentation, i.e., established NH Medicaid administrative rules, policy, guidelines, and federal regulations.
- Performance Measure 2: Provider reviews shall occur in a timely manner. Outcome: Reviews should be completed within 4 months of receipt of data.
- Performance Measure 3: Communication of non-compliant cases to OII-SURS for the purpose of payment recovery. All potential recovery notices shall be communicated to OII-SURS within two weeks from the date, in which they were identified, for OII-SURS approval prior to mailing.
- All required reports shall be supplied by GHS to OII-SURS in accordance with the guidelines and timeframes established by DHHS.

These services are to be performed statewide.

Currently post-payment reviews are conducted by OII-SURS and MFCU. After an overpayment is identified, the provider is notified in writing and given the opportunity to present additional or extenuating documentation during an informal conference. Once the final overpayment amount is determined, the provider is sent a letter stating the final recoupment amount, along with justification to support the reason for the recoupment. Information is also provided in the letter, informing the provider of their appeal rights. If the provider disagrees with the audit findings, the provider then has 30 days to file an appeal with the DHHS Administrative Appeals Unit. If the provider does not exercise their appeal rights within 30 days of the final overpayment determination, they must either:

- 1) Refund the total overpayment in full;
- 2) Contact the OII-SURS unit to establish a repayment plan; or
- 3) Have the amount owed offset against future Medicaid claims.

If the Contractor suspects or identifies fraud during an audit, the Contractor shall report any and all suspected fraud directly to OII-SURS immediately upon discovery. It is OII-SURS' responsibility to refer suspected fraud to the Medicaid Fraud Control Unit (MFCU) in the New Hampshire Attorney General's Office.

OII-SURS shall monitor the process outlined above for accuracy. The Contractor shall attend meetings with Department representatives at a frequency determined by the

Department, in person and by telephone, to provide status reports of the progress of the project and for startup activities and ongoing monitoring. The recovery percentage paid to the Contractor is based on the final gross amount collected from the provider.

It is the responsibility of the Contractor to assure that audits and recoveries performed under this contract do not duplicate other program integrity activities performed by DHHS and/or other contractors on behalf of DHHS.

GHS shall obtain prior approval from DHHS for any release of information with regard to the Medicaid Program prepared for media outlets, reports, and other publications from DHHS.

SFY 2011 & 2012

EXHIBIT B

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

PURCHASE OF SERVICES

Contractor Name: Goold Health Systems
Program Period: March 16, 2011 – December 31, 2012

Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided, the Office of Improvement and Integrity shall reimburse the Contractor a percentage of the actual recoveries plus underpayment contingency fees received for each preceding month, as follows: The contractor will be paid a contingency fee of 11% for the first year of the contract and 12% for the second year, for both post-payment overpayments actually recovered and underpayments.

Contingency fees will be calculated on an occurrence type basis for the prior one-month period of time for underpayments. Actual recoveries are the overpayment amounts refunded to DHHS by the providers, whether by check or through a debit adjustment to their Medicaid reimbursement. If the provider is refunding the overpayment in installments, the Contractor fee will be based on the actual amounts paid as they are received by DHHS. The Contractor payments will only be based on overpayment amounts recovered plus contingency fees on underpayments, not on overpayment or underpayments amount identified. DHHS will calculate the payment due the Contractor and will remit to the Contractor on a monthly basis. The payment to the Contractor will occur within fourteen (14) days following the end of the month upon which calculations are based.

The Contractor shall submit a monthly bill by the fifteenth (15) of each month to OII-SURS. The bill shall include:

- 1) Identification of each case for which recovery of overpayment has been obtained since the inception of the contract, the amount of the claim, general fund portion of claim, and the amount of the recovery.
- 2) Identification of each case for which an underpayment was determined since the inception of the contract, the amount of the underpayment, general fund portion of claim, and the amount of the contingency fee.
- 3) A gross recovery identification must be itemized on each monthly bill. It was the intention of the federal and state government that the contingency fee amount not be greater than the revenue generated from such review.
- 4) Aggregate amount of funds recovered as detailed on the claims specific data.
- 5) Contracted percentage due contractor.
- 6) Total amount of payments made to contractor by DHHS.
- 7) Net amount due contractor as of the date of the bill.

The recovery percentage paid to the Contractor is based on the final gross amount collected from the Provider.

If the provider refuses to pay, collection will be handled through the DHHS collections process, which can include using legal means to collect the overpayment. The Contractor will not be paid until actual funds are collected. If the provider chooses to pay back the recoupment through adjustments to his Medicaid reimbursement, this would be treated same as cash and payments to the Contractor would be made based on the amount credited each month. Invoices shall be sent to:

Sherry Bozoian, Administrator – SURS
Office of Improvement and Integrity
Department of Health and Human Services
129 Pleasant Street, Thayer Building, Concord, NH 03301
(603) 271-7658

The monthly invoice shall be accompanied by a written narrative, addressed to the Contracting Officer for the State Agency, listed above, detailing the work completed in the proceeding month and the work planned for the ensuing month.

The Contractor agrees to request and receive prior written approval from the State to engage any subcontractors under this Agreement. In addition, the Contractor shall be responsible for paying any and all sub-contractors and shall defend and indemnify the State with regard to any claims by sub-contractors.

In no instance shall the State be responsible for payment for services in excess of the price limitation set forth in the P-37 at paragraph 1.8.

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

NH Department of Health and Human Services
(BFAM, etc.)
STANDARD EXHIBIT C
SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in the furtherance of the previously mentioned covenants.

2. 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 in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract 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.

3. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided prior to the Effective Date of the Contract.

4. Invoices: The Contractor agrees to submit the following invoices at the following times if requested by the Department:

4.1 Interim Invoices: Financial invoices shall be submitted containing a detailed description of all costs incurred by the Contractor to the date of the invoice and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder.

4.2 Final Invoice: A final invoice shall be submitted within thirty (30) days after the end of the term of this Contract.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (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)

45 Commerce Drive, Augusta, ME 04332

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

Goold Health Systems

From: 3/16/2011 To: 12/31/2012

(Contractor Name)

(Period Covered by this Certification)

James A. Clair, CEO

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

1/31/11

(Date)

Contractor Initials: JAC

Date: 1/31/11

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):

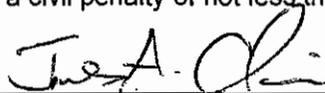
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: March 16, 2011 through December 31, 2012.

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)

James A. Clair, CEO

(Authorized Contractor Representative Name & Title)

Goold Health Systems

(Contractor Name)

1/31/11

(Date)

Contractor Initials: JAC

Date: 1/31/11

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)

James A. Clair, CEO

(Authorized Contractor Representative Name & Title)

Goold Health Systems

(Contractor Name)

1/31/11

(Date)

Contractor Initials: JAC

Date: 1/31/11

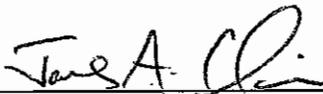
NH Department of Health and Human Services

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)

James A. Clair, CEO

(Authorized Contractor Representative Name & Title)

Goold Health Systems

(Contractor Name)

1/31/11

(Date)

NH Department of Health and Human Services

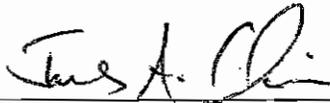
STANDARD EXHIBIT H

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.



(Contractor Representative Signature)

James A. Clair, CEO

(Authorized Contractor Representative Name & Title)

Goold Health Systems

(Contractor Name)

1/31/11

(Date)

STANDARD EXHIBIT I

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. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "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).
- f. "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.
- g. "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.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "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.
- k. 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.

(2) Use and Disclosure of Protected Health Information.

JAC
1/21/11

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 immediately notify Business Associate 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 on the 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, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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

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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.

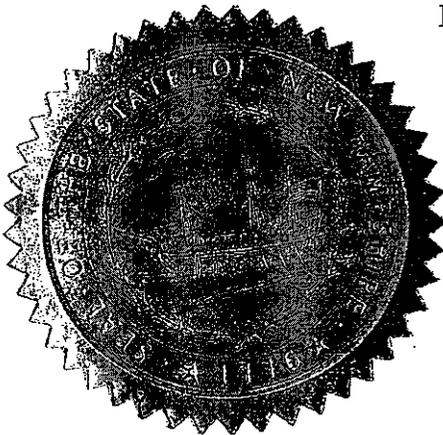
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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GOOLD HEALTH SYSTEMS doing business in New Hampshire as GOOLD HEALTH SYSTEMS, INC., a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on November 5, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of January, A.D. 2011

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Horace W. Horton, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Goold Health Systems.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 7, 2007:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Medicaid Recovery Audit Contractor services.

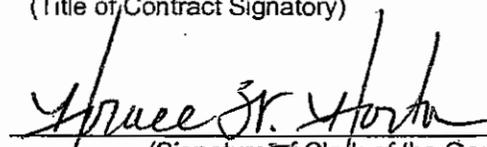
RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 31st day of January, 2011.
(Date Contract Signed)

4. James A. Clair is the duly elected
Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

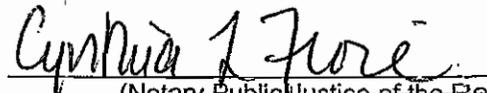

(Signature of Clerk of the Corporation)

STATE OF ~~NEW HAMPSHIRE~~ MAINE

County of Cumberland

The forgoing instrument was acknowledged before me this 31st day of January, 2011.

By Horace W. Horton
(Name of Clerk of the Corporation)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

CYNTHIA L. FIORE
Notary Public, Maine
My Commission Expires November 12, 2016

**GOOLD HEALTH SYSTEMS
ACTION BY UNANIMOUS WRITTEN CONSENT OF ALL DIRECTORS**

The undersigned, being all the Directors of Goold Health Systems, a Maine Corporation, hereby consent to the taking of, and hereby take, the following action pursuant to the Maine Business Corporation act, such action to be effective on the date hereof:

RESOLVED: That the following individuals be and they hereby are elected officers of the Corporation in the capacities set forth below opposite their respective names, each to serve until his or her successor is duly elected and qualified:

William G. Waldron, Jr., Chairman of the Board

Victoria Mulkern – President/Treasurer

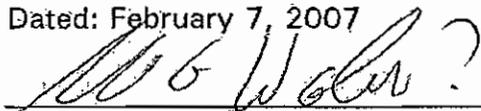
James A. Clair – Chief Executive Officer

John H. Grotton – Executive Vice President/Pharmacy

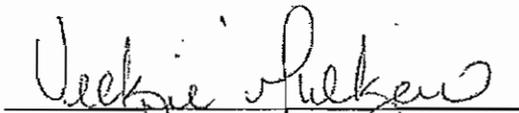
Horace W. Horton – Clerk

RESOLVED: That James A. Clair, as Chief Executive Officer, or in his absence John H. Grotton, as Executive Vice President/Pharmacy, be authorized to sign documents for and conduct the day-to-day operations of the Corporation.

Dated: February 7, 2007



William G. Waldron, Jr.



Victoria W. Mulkern



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2011

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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Windham 745 Roosevelt Trail, Unit#1 PO Box 1383 Windham ME 04062	CONTACT NAME: Melissa Connell PHONE (A/C, No, Ext): (207) 892-7996 E-MAIL ADDRESS: mconnell@crossagency.com PRODUCER CUSTOMER ID #: 00039097	FAX (A/C, No): (207) 892-8229
	INSURER(S) AFFORDING COVERAGE	
INSURED GOULD HEALTH SYSTEMS GOULD HEALTH ANALYTICS LLC PO BOX 1090 AUGUSTA ME 04332-1090	INSURER A: Peerless Insurance Company	
	INSURER B: Maine Employers Mutual	
	INSURER C: Landmark American Ins Co	
	INSURER D: Travelers Excess Casualty	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER** master 2012 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL ISUR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BOP8358169	1/1/2011	1/1/2012	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMPOP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY			BA8356269	1/1/2011	1/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS			Hired/Borrowed Liability	\$ 1,000,000			
	<input type="checkbox"/> NON-OWNED AUTOS			Underinsured motorist	\$ 1,000,000			
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			QK06900431	1/1/2011	1/1/2012	EACH OCCURRENCE	\$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 25,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1810087233 - Maine & Mass	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	310 2801333 - Iowa, Georgia, Texas, & Maryland	1/1/2011	1/1/2012	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Medical Professional			LHR720166	1/1/2011	1/1/2012	Liability Limit per claim	3,000,000
							Aggregate Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER (603) 271-8113 sbozoian@dhhs.state.nh.us State of New Hampshire Bureau of Improvement & Integrity Sherry Bozoian, RN SURS/Thayer Building 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Melissa Connell/MC2 <i>Melissa A Connell</i>
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