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State of New Hampshire

DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET, CONCORD, NH 03301-3857
~~603-271-4688~~ FAX: 603-271-4912 TDD ACCESS: 1-800-735-2964
New Number: 603-271-9200

NICHOLAS A. TOUMPAS
COMMISSIONER

March 21, 2012

Funding
50.3% Federal
40.3% General
9.4% Other (County)

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

REQUESTED ACTION

Authorize the Department of Health & Human Services to enter into individual agreements with the Managed Care Organizations listed below to provide Medicaid Managed Care medical and long-term care services to Medicaid clients at an estimated cost, based on clients' choices of enrollment into a single Managed Care Organization following program implementation, not to exceed $2,226,923,030.00 in the aggregate between all vendors effective July 1, 2012, or date of Governor and Council approval, whichever is later, through June 30, 2015.

- Granite State Health Plan, Inc., c/o Centene Corp. 7700 Forsyth Blvd., St. Louis, MO 63105, Vendor # TBD
- Boston Medical Center Health Plan, Inc., 2 Copley Place, Suite 600, Boston, MA 02116, Vendor # TBD
- Granite Care – Meridian Health Plan of New Hampshire, 777 Woodward Ave., Suite 600, Detroit, MI 48226, Vendor # TBD

Funds are available in the following accounts 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 and encumbrance amounts between vendors through the Budget Office as necessary.

Fund Name and Account Number	SFY 2013	SFY 2014	SFY 2015	Total
Health and Social Services, Dept of Health and Human Services,				
HHS: Commissioner, Off of Medicaid Business & Policy, Provider Payments	$381,923,030	$401,000,000	$421,000,000	$1,203,923,030
05-95-95-956010-61470000-101-500729				
HHS: Developmental Serv-Div of Developmental Svcs, Developmental Services	$0.00	$238,000,000	$250,000,000	$488,000,000
05-95-93-930010-71000000-101-500729 Or To Be Determined				
HHS: Elderly-Adult Services, Nursing Services County Participation	$0.00	$261,000,000	$274,000,000	$535,000,000
05-95-48-480015-59420000-101-500729 Or To Be Determined				
Total	**$381,923,030**	**$900,000,000**	**$945,000,000**	**$2,226,923,030**

The table below shows the amount to be encumbered for each vendor. A detailed worksheet with accounting details for amounts to be encumbered by each vendor is attached for use by the Department of Administrative Services, Bureau of Accounting.

	MCO #1	MCO #2	MCO #3	Total
SFY 2013	$190,961,515	$95,480,758	$95,480,758	$381,923,030
SFY 2014	$450,000,000	$225,000,000	$225,000,000	$900,000,000
SFY 2015	$472,500,000	$236,250,000	$236,250,000	$945,000,000
Total	**$1,113,461,515**	**$556,730,758**	**$556,730,758**	**$2,226,923,030**

EXPLANATION

The purpose of these agreements is to provide improved and cost efficient medical and long-term care services to New Hampshire Medicaid clients through the implementation of a Managed Care Program beginning July 1, 2012, through June 30, 2015. These agreements provide for a one two-year extension pending the successful performance of the vendor and approval by Governor and Council.

Total spending for all three agreements in State Fiscal Year 2013 will not exceed $381,923,030 and contracts are executed with this not-to-exceed amount. As rates are negotiated for State Fiscal Years 2014 and 2015, contracts will be renegotiated increasing the not-to-exceed amounts, but the total spending for all three agreements from July 1, 2012, through June 30, 2015, will not exceed $2,226,923,030 as requested. The reason these amounts are stated as "not to exceed" is that the Managed Care Program permits clients to self-select the vendor of their choice, which in turn will determine the amount expended on any one contract. Clients' selections will not be known until after implementation of the Program. In any event, actual spending on all approved contracts will not exceed $2,226,923,030 in the aggregate over the three-year term of the agreements. For purposes of encumbering funds by Managed Care Organizations, the allocation described in the Request For Proposals for auto-enrollment was used. If a client fails to select a Managed Care Organization, the process for auto-assignment if the client's provider is under contract with more than one Managed Care Organization or no usual source of primary care can be determined, will be that the Managed Care Organization with the highest technical score will be assigned 50% of the auto-assigned members and the other two Managed Care Organizations receiving 25% of the remaining auto-assignments. Costs for State Fiscal Years 2014 and 2015 were derived by adjusting previous years estimates upward by five percent to account for inflation.

Pursuant to Chapter 125, Laws of 2011 (Senate Bill 147), the Department is required to develop a managed care model for administering the Medicaid program to provide medical and long-term care services for all Medicaid populations throughout New Hampshire consistent with the provisions of Federal Regulation 42 U.S.C. 1396u-2. It also requires the Department to submit final contracts to Governor and Council no later than March 15, 2012, unless the date is extended by the Fiscal Committee. On March 9, 2012, FIS12-094, Fiscal Committee extended the date to March 28, 2012. The law also requires that the capitated rates set by the Department be approved by the Fiscal Committee. The Fiscal Committee approved the rates on March 9, 2012, FIS12-094 as amended. The Department's State Fiscal Years 2012-2013 budget approved in June 2011 includes anticipated savings in the Medicaid Program of thirty million dollars following the implementation of a Managed Care Program.

Pursuant to the language of Chapter 125, Laws of 2011 (Senate Bill 147), the Department developed a three-phased approach to implementing a Managed Care Program:

- Step 1 includes the July 1, 2012, implementation of a program for all Medicaid State Plan medical, pharmacy and mental health services for most populations.
- Step 2 includes the July 1, 2013, implementation of a program for specialty services for the long-term care populations, including nursing home services and services for the developmentally disabled. It includes the State's option to manage financing for specialty services for those dually eligible for Medicaid and Medicare.
- Step 3 includes the January 2014 Medicaid expansion population under the Affordable Care Act.

The "public process" used for development and procurement of a managed care model included the following process:

- The Department of Health and Human Services conducted a Request For Information released July 28, 2010, report published January 14, 2011;
- Public legislative process regarding SB 147 (2011);
- Regional stakeholder forums and focus groups conducted by Louis Karno & Associates and Pontifax; Stakeholder forums were held: 9/13/11 in Keene, NH; 9/14 in Nashua, NH; 9/21 in Littleton, NH with remote sites from Lebanon and Berlin participating; 9/22 in Somersworth, NH; 9/23 in Manchester, NH; 9/29 in Concord, NH.
- Focus groups were held in the fall of 2011 in Littleton, Berlin, Dover, Concord, Claremont, Somersworth, Portsmouth, Salem and Nashua, NH. Participants in the focus groups included consumers with physical disabilities, severe mental health issues, substance abuse issues, developmental disabilities, elderly needing long-term care assistance, low-income who receive public assistance and consumers with limited English proficiency or other cultural barriers to health access;
- Monthly updates of Medical Care Advisory Committee commencing in 2011;
- Newspaper public notices February 3, 2012; and
- Public engagement of long-term care populations will continue by Louis Karno throughout the development of Step II.

These agreements were competitively bid. A Request For Proposals was posted on the Department of Health and Human Services website on October 17, 2011, through December 16, 2011. Eighteen vendors submitted Letters of Intent. A Bidders' Technical Proposal Conference was held on November 3, 2011, and a Cost Proposal Conference on November 17, 2011. Six vendors submitted proposals by the December 14, 2011, deadline specified in the Request For Proposals. The Requests for Proposals stated that members shall have a choice between two or three Managed Care Organizations operating in the State.

Eight high-level Department of Health and Human Services staff and one from the New Hampshire Department of Justice were assigned to the Technical Evaluation Team. Team members reviewed the proposals individually and then met as a group to collectively score the proposals, using a consensus model. The technical merits of each proposal were reviewed and scored consistent with the criteria for evaluation of Technical Proposals as specified in the Request For Proposals. Technical Proposals were evaluated in each of the following areas: Services and Populations; Pharmacy Management; Member Enrollment; Member Services and Cultural Considerations; Access and Network Management; Payment Reform; Behavioral Health; Care Management; Quality Management; Early Periodic Screening, Diagnosis, and Treatment (EPSDT); Utilization Management; and Administrative Functions. Technical Proposals were awarded a maximum of 70 points out of a possible total evaluation score of 100.

The Cost Evaluation Team consisted of four high-level Department of Health and Human Services staff. Following professional assistance of an actuarial firm to analyze cost details and verify actuarial certification, the Team scored the cost proposals by consensus consistent with the criteria for evaluation as specified in the Request For Proposals. Cost Proposals were awarded a maximum of 30 points out of a possible total evaluation score of 100. Attached is a bid summary including the bidders' scores and participants on the evaluation teams.

The contract negotiation process was started with the three bidders receiving the highest evaluation scores. Contract negotiations were conducted by the Contract Negotiation Team, consisting of four high ranking Department of Health and Human Services employees and two Department of Justice employees, individually with each of the bidders so that the terms and conditions in each of the agreements for which approval is requested are identical. Rate structure was negotiated by the Department and approved by the Fiscal Committee on March 9, 2012, FIS12-094 as amended. The Department of Information Technology has approved that the Department of Health and Human Services enter into these agreements. Their approval is attached. As a result of this process the Department requests Governor and Council approval to enter into agreements with the Medicaid Managed Care Organizations named in the Requested Action. Subsequent to Governor and Council approval, implementation of the agreements is contingent upon approval by Centers for Medicare & Medicaid Services.

Should Governor and Council determine to not approve this request New Hampshire citizens will not benefit from improved and cost efficient medical care available to them under the Managed Care Program. They will face uncertainty over which Medicaid services are available due to the likelihood of the elimination or reduction to services that will be necessitated by the reduced State Fiscal Years 2012-2013 appropriated budget amounts that anticipate savings resulting from the implementation of the Managed Care Program. Additionally, the Department will be in violation of Senate Bill 147 that mandates implementation of a Managed Care Program.

The following Performance Measures, including but not limited to the following, will be used to evaluate these agreements.

- Access Standards, including, but not limited to: provider network, geographic distance, timely access to services and access to special services;
- Quality Performance Incentives focused on four areas: Adolescent Well Care visits, Re-admissions to New Hampshire Hospital, Getting Needed Care Composite (member satisfaction) and Maternal Smoking Cessation; and
- Claims Payment and Processing Accuracy.

Area served: Statewide.

Source of funds: Federal financial participation rates range from 50% to 75%. Average funding sources are estimated to be as follows:

- State Fiscal Year 2013: 50.5% Federal Funds and 49.5% General Funds; and
- State Fiscal Years 2014 and 2015: 50.2% Federal Funds, 38.4% General Funds and 11.4% Other Funds (County).

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

Respectfully submitted,

Nicholas A. Toumpas
Commissioner

BID SUMMARY

Medicaid Managed Care Organization Proposals

	Technical Proposal	Cost Proposal	Total Score
Maximum Possible Score	**70**	**30**	**100**
Vendor			
Granite State Health Plan, Inc.	69.9	27.7	97.6
Boston Medical Center Health Plan, Inc.	70.0	25.9	95.9
Granite Care – Meridian Health Plan of New Hampshire	63.3	30.0	93.3
Anthem Health Plans of New Hampshire Inc.- Matthew Thornton Health Plan, Inc.	60.2	27.0	87.2
Network Health, LLC	47.3	25.8	73.1
Aetna Better Health Inc.	40.4	25.3	65.7

Technical Proposal Evaluation Team

- Andrew Chalsma, Administrator, Bureau of Healthcare Analytics and Data Systems, Office of Medicaid Business & Policy, DHHS
- Matthew Ertas, Director, Bureau of Development Services, Division of Community Based Care Services, DHHS
- Doris Lotz, Medicaid Medical Director, DHHS
- Stephen Mosher, Chief Financial Officer, DHHS
- Joyce St. Onge, Administrator, Program Operations, Division of Family Assistance, DHHS
- Erik Riera, Director, Bureau of Behavioral Health, Division of Community Based Care Services, DHHS
- Nancy Rollins, Associate Commissioner, Director of Division of Community Based Care Services, DHHS
- Lisabritt Solsky, Deputy Director, Office of Medicaid Business & Policy, DHHS.
- Rebecca Woodard, Assistant Attorney General, Civil Bureau, NH Department of Justice

Cost Proposal Evaluation Team

- Walter Faasen, Contracts and Procurement Director, Office of Business Operations, DHHS
- Marilee Nihan, Finance Director, Office of Medicaid Business & Policy, DHHS
- Sheri Rockburn, Finance Director, Division of Community Based Care Services, DHHS
- Christine Shannon, Bureau Chief, Planning & Research, Office of Medicaid Business & Policy, DHHS

Contract Negotiation Team

- Kathleen Dunn-Medicaid Director, DHHS
- Walter Faasen, Contracts and Procurement Director, Office of Business Operations, DHHS
- Marilee Nihan, Finance Director, Office of Medicaid Business & Policy, DHHS
- John Wallace, Associate Commissioner, DHHS
- Michael Brown, Senior Assistant Attorney General, Civil Bureau, NH Department of Justice
- Jeanne Herrick, Civil Bureau, NH Department of Justice

Accounting Details For Contract Encumbrance
Medicaid Managed Care
SFY 2013 - SFY 2015

	Boston Medical Center	Granite State	Granite Care – Meridian	Total
SFY2013				
05-95-95-956010-61470000-5000729				
101 Medical Payments to Providers	$190,961,515	$95,480,758	$95,480,758	$381,923,030
05-95-93-930010-71000000-101-500729 (Or To Be Determined)				
Payments to Providers-Disabled				$0
05-95-48-480015-59420000-101-500729 Or To Be Determined				
Payments to Providers-Elderly				$0
	$190,961,515	$95,480,758	$95,480,758	$381,923,030
SFY2014				
05-95-95-956010-61470000				
101 Medical Payments to Providers	$200,500,000	$100,250,000	$100,250,000	$401,000,000
05-95-93-930010-71000000-101-500729 (Or To Be Determined)				
Payments to Providers-Disabled	$119,000,000	$59,500,000	$59,500,000	$238,000,000
05-95-48-480015-59420000-101-500729 Or To Be Determined				
Payments to Providers-Elderly	$130,500,000	$65,250,000	$65,250,000	$261,000,000
	$450,000,000	$225,000,000	$225,000,000	$900,000,000
SFY2015				
05-95-95-956010-61470000				
101 Medical Payments to Providers	$210,500,000	$105,250,000	$105,250,000	$421,000,000
05-95-93-930010-71000000-101-500729 (Or To Be Determined)				
Payments to Providers-Disabled	$125,000,000	$62,500,000	$62,500,000	$250,000,000
05-95-48-480015-59420000-101-500729 Or To Be Determined				
Payments to Providers-Elderly	$137,000,000	$68,500,000	$68,500,000	$274,000,000
	$472,500,000	$236,250,000	$236,250,000	$945,000,000
Total	**$1,113,461,515**	**$556,730,758**	**$556,730,758**	**$2,226,923,030**

Class 101 does not exist today but needs to be established/budgeted for SFY 2014 & 2015

Print Form

Subject: New Hampshire Medicaid Care Management Services

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.

1.1 State Agency Name Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301
1.3 Contractor Name Granite State Health Plan, Inc.	1.4 Contractor Address c/o Centene Corp., 7700 Forsyth Blvd., St. Louis, MO 63105
1.5 Contractor Phone Number 314-725-4477	1.6 Account Number 05-95-95-956010-61470000
1.7 Completion Date June 30, 2015	1.8 Price Limitation $381,923,030
1.9 Contracting Officer for State Agency Nicholas A. Toumpas, Commissioner	1.10 State Agency Telephone Number 603-271-5000
1.11 Contractor Signature Kathleen A. Williamson	1.12 Name and Title of Contractor Signatory Secretary

1.13 Acknowledgement: State of Missouri, County of St. Louis

On March 16, 2012, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace Rosemarie Bayes

[Seal]

ROSEMARIE BAYES
Notary Public-Notary Seal
State of Missouri, St Louis County
Commission # 08567879
My Commission Expires Jun 3, 2012

1.13.2 Name and Title of Notary or Justice of the Peace
Rosemarie Bayes, Notary Public

1.14 State Agency Signature Nicholas A. Toumpas	1.15 Name and Title of State Agency Signatory Nicholas A. Toumpas, Commissioner DHHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick Attorney On: 19 March 2012

1.18 Approval by the Governor and Executive Council

By: On:

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials KAW
Date 3-16-12

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials KHW
Date 3-16-12

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials KHW
Date 3-16-12

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1 Introduction

1.1 Purpose

The purpose of this Agreement is to set forth the terms and conditions for the MCO's participation in the NH Medicaid Care Management Program.

1.2 Type of Agreement

This is a comprehensive full risk prepaid capitated contract. The MCO is responsible for the timely provision of all medically necessary services as defined under this Agreement. In the event the MCO incurs costs that exceed the capitation payments, the State of New Hampshire and its agencies are not responsible for those costs and will not provide additional payments to cover such costs.

1.3 Agreement Period

The initial term of this Agreement shall be thirty-six (36) months. The New Hampshire Department of Health and Human Services (DHHS) in its sole discretion may decide to offer one Agreement extension for a period of twenty-four (24) months, for a total Agreement term of five (5) years.

2 Glossary of Terms & Acronyms

2.1 Glossary of Terms

Action

Administrative Review Committee

Advance Directive
"Advance Directive" means a written instruction, such as a living will or durable power of attorney for health care, recognized under the laws of the State of New Hampshire, relating to the provision of health care when an individual is incapacitated (42 CFR 438.6, 438.10, 422.128, and 489.100).

Agreement
"Agreement" means the entire written Agreement between DHHS and the MCO, including any Exhibits, documents, and materials incorporated by reference.

Appeal
"Appeal" means a request for review of an action as described in this Agreement (42 CFR 438.400(b)).

Care coordination
"Care coordination" is the deliberate organization of patient care activities between two or more participants (including the patient) involved in a patient's care to facilitate the appropriate delivery of health care services. Organizing care involves the marshalling of personnel and other resources needed to carry out all required patient care activities, and is often managed by the exchange of information among participants responsible for different aspects of care. (42 CFR 438.208).

Care Management
"Care Management" means health care management delivered by Care Managers. Care management includes, but not limited to, an assessment of the member's physical health, behavioral health and social needs, planning, implementation and coordination of services, ongoing monitoring and reassessment, case conferencing as needed to facilitate care management, crisis intervention and case closure. Effective care management includes the following:

- Actively assists patients to acquire self-care skills to improve functioning and health outcomes, and slow the progression of disease or disability;
- Employs evidence-based clinical practices;
- Coordinates care across health care settings and providers, including tracking referrals;
- Provides ready access to behavioral health services that are, to the extent possible, integrated with primary care; and
- Uses appropriate community resources to support individual patients, families and caregivers in managing care.

Centers for Medicare and Medicaid Services (CMS)
"Centers for Medicare and Medicaid Services (CMS)" means the federal agency within the U.S. Department of Health and Human Services (HHS) with primary responsibility for the Medicaid and Medicare program.

Children's Health Insurance Program
"Children's Health Insurance Program (CHIP)" means a program to provide access to medical care for children under Title XXI of the Social Security Act, the Children's Health Insurance Program Reauthorization Act of 2009.

Children with Special Health Care Needs
Children who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.

Chronic Condition
"Chronic Condition" means a physical or mental impairment or ailment of indefinite duration or frequent recurrence and includes, but is not limited to:
a mental health condition; a substance use disorder; asthma; diabetes; heart disease; or obesity, as evidenced by a body mass index over twenty-five.

Cold Call Marketing
"Cold Call Marketing" means any unsolicited personal contact by the MCO or its designee, with a potential member or an member with another contracted managed care organization for the purposes of marketing (42 CFR 438.104(a)).

Communications Plan
"Communications Plan" means a proposed and agreed upon written and detailed listing of all objectives, tasks, activities, time allocation, deliverables, dependencies and responsible party required to communicate to interested parties (could list them) regarding the implementation and operations of the Care Management Program. The Communication Plan shall define the audience, the purpose of the communication, the paths of communication, the means of communication, time line and evaluation of effectiveness of messages. Includes documentation of approvals as well as document change history.

Confidential Information
"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under federal or state law. Confidential Information includes, but is not limited to, Personal Information.

Consumer Assessment of Healthcare Providers and Systems (CAHPS®)
"Consumer Assessment of Healthcare Providers and Systems (CAHPS®)" means a family of standardized survey instruments, including a Medicaid survey used to measure member experience of health care.

Continuity of Care
"Continuity of Care" means the provision of continuous care for chronic or acute medical conditions through member transitions between: facilities and home; facilities; providers; service areas; managed care contractors; and Medicaid fee-for-service and managed care arrangements. Continuity of care occurs in a manner that prevents secondary illness, health care complications or re-hospitalization and promotes optimum health recovery. Transitions of significant importance include: from acute care settings, such as inpatient physical health or behavioral (mental health/substance use) health care settings to home or other health care settings; from hospital to skilled nursing facility; from skilled nursing to home or community-based settings; and from substance use care to primary and/or mental health care.

Contracted Services
"Contracted Services" means covered services that are to be provided by the MCO under the terms of this Agreement.

Covered Services
"Covered Services" means health care services as defined by DHHS and State and Federal regulation.

Debarment
"Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

Early, Periodic Screening, Diagnostic and Treatment (EPSDT)
"EPSDT (Early, Periodic Screening, Diagnostic and Treatment)" means a package of services in a preventive (well child) screening covered by Medicaid for children under the age of twenty-one (21) as defined in the Social Security Act (SSA) Section 1905(r), 42 CFR 441.50, and DHHS EPSDT program policy and billing instructions. Screening services covered by Medicaid include a complete health history and developmental assessment, an unclothed physical exam, immunizations, laboratory tests, health education and anticipatory guidance, and screenings for: vision, dental, substance use, mental health and hearing. The MCO shall be responsible for all services found to be medically necessary services during the EPSDT exam.

Eligible Members
"Eligible Members" means individuals determined eligible by DHHS and eligible to enroll for health care services under the terms of this Agreement.

Emergency Medical Condition
"Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part (42 CFR 438.114(a)).

Emergency Services
"Emergency Services" means inpatient and outpatient contracted services furnished by a provider qualified to furnish the services needed to evaluate or stabilize an emergency medical condition (42 CFR 438.114(a)).

External Quality Review (EQR)
"External Quality Review (EQR" means the analysis and evaluation by an EQRO of aggregated information on quality, timeliness and access to the health care services that the MCO or its subcontractors furnish to members (42 CFR 438.320).

External Quality Review Organization (EQRO)
"External Quality Review Organization (EQRO)" means an organization that meets the competence and independence requirements set forth in 42 CFR 438.354, and performs external quality review, other EQR-related activities as set forth in 42 CFR 438.358.

Grievance
"Grievance" means an expression of dissatisfaction about any matter other than an action. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights (42 CFR 438.400(b)).

Grievance Process
"Grievance Process" means the procedure for addressing member' grievances (42 CFR 438.400(b)).

Grievance System
"Grievance System" means the overall system that includes grievances and appeals handled by the MCO and access to the State fair hearings (42 CFR 438, Subpart F).

Healthcare Effectiveness Data and Information Set (HEDIS)
"Healthcare Effectiveness Data and Information Set (HEDIS)" means a set of standardized performance measures designed to ensure that healthcare purchasers and consumers have the information they need to reliably compare the performance of managed health care plans. HEDIS also includes a standardized survey of members' experiences that evaluates plan performance in areas such as customer service, access to care and claims processing. HEDIS is sponsored, supported, and maintained by National Committee for Quality Assurance (NCQA).

Health Home
"Health Home" means coordinated health care provided to members with special health care needs. At minimum, health home services include:

- Comprehensive care management including, but not limited to, chronic disease management;
- Self-management support for the member, including parents of caregivers or parents of children and youth;
- Care coordination and health promotion;
- Multiple ways for the member to communicate with the team, including electronically and by phone;
- Education of the member and his or her parent or caregiver on self-care, prevention, and health promotion, including the use of patient decision aids;
- Member and family support including authorized representatives;
- The use of information technology to link services, track tests, generate patient registries and provide clinical data;
- Linkages to community and social support services;
- Comprehensive transitional health care including follow-up from inpatient to other settings;
- A single care plan that includes all member's treatment and self-management goals and interventions ; and
- Ongoing performance reporting and quality improvement.

Implementation Plan
"Implementation Plan" means a proposed and agreed upon written and detailed listing of all objectives, tasks, activities, time allocation, deliverables, dependencies and responsible parties required to design, develop and implement the steps of the Care Management Program. The Implementation Plan(s) shall include documentation of approvals as well as document change history.

Managed Care Organization (MCO)
"Managed Care Organization (MCO)" means an organization having a certificate of authority or certificate of registration from the Office of Insurance Commissioner that contracts with DHHS under a comprehensive risk Agreement to provide health care services to eligible DHHS members under the DHHS Care Management Program.

Marketing
"Marketing" means any communication from the MCO to a potential member or member with another DHHS contracted MCO that can be reasonably interpreted as intended to influence them to enroll with the MCO or to either not enroll or end enrollment with another DHHS contracted MCO (42 CFR 438.104(a)).

Marketing Materials
"Marketing Materials" means materials that are produced in any medium, by or on behalf of the MCO that can be reasonably interpreted as intended as marketing (42 CFR 438.104(a)).

Medically Necessary Services
"Medically Necessary Services" means services that are "medically necessary" as is defined in 21.2.

Member
"Member" means an individual who is enrolled in managed care through a Managed Care Organization (MCO) having an Agreement with DHHS (42 CFR 438.10(a)).

Member Handbook
Member Handbook" means the handbook published by the Managed Care Organization (MCO) which describes requirements for eligibility and enrollment, Covered Services, and other terms and conditions that apply to Member participation in Medicaid Managed Care and which means all informing requirements as set forth in 42 CFR 438.10.

Member with Special Needs
Members who have a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by members generally. Members with Special Needs include both Children and Adults with Special Health Care Needs.

Mental Health Court
A "Mental Health Court" is a specialized court docket for certain defendants with mental illnesses that substitutes a problem solving model for traditional criminal court processing.

National Committee for Quality Assurance (NCQA)
"National Committee for Quality Assurance (NCQA)" means an organization responsible for developing and managing health care measures that assess the quality of care and services that managed care clients receive.

Non-Participating Provider
"Non-Participating Provider" means a person, health care provider, practitioner, facility or entity acting within their scope of practice or licensure, that does not have a written Agreement with the MCO to participate in a managed care organization's provider network, but provides health care services to members.

Participating Provider
"Participating Provider" means a person, health care provider, practitioner, facility, or entity, acting within their scope of practice and licensure, and who is under a written contract with the MCO to provide services to members under the terms of this Agreement.

Payment Reform Plan
"Payment Reform Plan" means an MCO's plan to engage its provider network in health care delivery and payment reform activities such as pay for performance programs, innovative provider reimbursement methodologies, risk sharing arrangements and sub-capitation agreements, and shall contain information on the anticipated impact on member health outcomes, providers affected.

Physician Group
"Physician Group" means a partnership, association, corporation, individual practice association, or other group that distributes income from the practice among its members. An individual practice association is a physician group only if it is composed of individual physicians and has no subcontracts with physician groups.

Provider Incentive Plan
"Provider Incentive Plan" means any compensation arrangement between the MCO and a provider or provider group that may directly or indirectly improve the delivery of healthcare services as directed by a provider under the terms of this Agreement.

Program Management Plan
"Program Management Plan" means a proposed and agreed upon written detailed plan that includes a framework of processes to be used by the MCO and NH DHHS for managing and monitoring all aspects of the Care Management Program as provided for in the Agreement. Includes documentation of approvals as well as document change history.

Post-stabilization Services
"Post-stabilization Services" means contracted services, related to an emergency medical condition that are provided after an member is stabilized in order to maintain the stabilized condition or to improve or resolve the member's condition (42 CFR 438.114 and 422.113).

Primary Care Provider (PCP)
"Primary Care Provider (PCP)" means a participating provider who has the responsibility for supervising, coordinating, and providing primary health care to members, initiating referrals for specialist care, and maintaining the continuity of member care. PCPs include, but are not limited to Pediatricians, Family Practitioners, General Practitioners, Internists, Obstetricians/Gynecologists, Physician Assistants (under the supervision of a physician), or Advanced Registered Nurse Practitioners (ARNP), as designated by the MCO. The definition of PCP is inclusive of primary care physician as it is used in 42 CFR 438. All Federal requirements applicable to primary care physicians will also be applicable to primary care providers as the term is used in this Agreement.

Provider
"Provider " means an individual medical professional, hospital, skilled nursing facility, other facility or organization, pharmacy, program, equipment and supply vendor, or other entity that provides care or bills for health care services or products.

Referral Provider
"Referral Provider" means a provider, who is not the member's PCP, to whom an member is referred for covered services

Regulation
"Regulation" means any federal, state, or local regulation, rule, or ordinance.

Risk
"Risk" means the possibility that a loss may be incurred because the cost of providing services may exceed the payments made for services. When applied to subcontractors, loss includes the loss of potential payments made as part of a provider incentive plan, as defined herein.

State
"State" or "state" means the State of New Hampshire

Subcontract
"Subcontract" means any separate contract or contract between the MCO and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the MCO is obligated to perform pursuant to this Agreement.

2.2 Acronyms

Unless otherwise indicated acronyms used in this Agreement are as follows:

ACRONYM	DESCRIPTION
ACA	Affordable Care Act
ADA	Americans with Disabilities Act
ANB	Aid to the Needy Blind
ANSA	Adult Needs and Strengths
APTD	Aid to the Permanently and Totally Disabled
ASC	Accredited Standards Committee
ASL	American Sign Language
BCCP	Breast and Cervical Cancer Program
BBH	Bureau of Behavioral Health
CAD	Coronary Artery Disease
CANS	Child and Adolescent Needs and Strengths Assessment
CDC	Center for Disease Control and Prevention
CFR	Code of Federal Regulations
CHF	Congestive Heart Failure
CHIP	Children's Health Insurance Program
CLAS	Cultural and Linguistically Appropriate Services
CMHC	Community Mental Health Center
CMS	Centers for Medicare and Medicaid Services
COB	Coordination of Benefits
COPD	Chronic Obstructive Pulmonary Disease
CQI	Continuous Quality Improvement
DCYF	Division of Children, Youth & Families
DHHS	Department of Health and Human Services (New Hampshire)
DOB	Date of Birth
DME	Durable Medical Equipment
DRG	Diagnostic Related Group
DSH	Disproportionate Share Hospitals
EFT	Electronic Fund Transfer
EPSDT	Early Periodic Screening, Diagnosis and Treatment
EST	Eastern Standard Time
ETL	Extract Transformation Load
EQRO	External Quality Review Organization
FFS	Fee-for-Service
FQHC	Federally Qualified Health Center
GME	Graduate Medical Education
HC-CSD	Home Care for Children with Severe Disabilities
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human Immunodeficiency Virus
ICF	Intermediate Care Facility
IME	Indirect Medical Education

ACRONYM	DESCRIPTION
MCO	Managed Care Organization
MCIS	Managed Care Information System
MIC	Medicaid Integrity Contractor
MEAD	Medicaid for Employed Adults with Disabilities
MMIS	Medicaid Management Information System
MR	Mental Retardation
N/A	Not applicable
NCQA	National Committee for Quality Assurance
NF	Nursing Facility
NPI	National Provider Identifier
OAA	Old Age Assistance
OBRA	Omnibus Budget Reconciliation Act
PBM	Pharmacy Benefit Management
PCP	Primary Care Physician
PE	Presumptive Eligibility
PIN	Personal Identification Number
POA	Present on Admission
QAPI	Quality Assessment and Performance Improvement
QIP	Quality Incentive Program
QM	Quality Management
QMB	Qualified Medicare Beneficiaries
RAC	Recovery Audit Contractors
RBC	Risk-Based Capital
RFP	Request for Proposal
RSA	Revised Statutes Annotated
SLMB	Special Low-Income Medicare Beneficiaries
SNF	Skilled Nursing Facility
SSA	Social Security Act
SSAE	Statement on Standards for Attestation Engagements
TANF	Temporary Assistance for Needy Families
TPL	Third Party Liability
TQM	Total Quality Management
USC	United States Code
VA	Veteran's Administration

3 General terms & conditions

3.1 Agreement elements

The Agreement between the parties shall consist of the following:

3.1.1 P-37 Agreement General Provisions

3.1.2 Exhibit A – Scope of Services - Statement of work for all goods and services to be provided as agreed to by State of New Hampshire/DHHS and the MCO.

3.1.3 Exhibit B – Capitation Rates

3.1.4 Exhibit C – Special Provisions - Provisions and requirements set forth by the State of New Hampshire/DHHS that must be adhered to in addition to those outlined in the P-37.

3.1.5 Exhibit D – Certification Regarding Drug Free Workplace Requirements – MCO's Agreement to comply with requirements set forth in the Drug-Free Workplace Act of 1988.

3.1.6 Exhibit E – Certification Regarding Lobbying – MCO's Agreement to comply with specified lobbying restrictions.

3.1.7 Exhibit F – Certification Regarding Debarment, Suspension and Other Responsibility Matters - Restrictions and rights of parties who have been disbarred, suspended or ineligible from participating in the Agreement.

3.1.8 Exhibit G – Certification Regarding Americans With Disabilities Act Compliance – MCO's Agreement to make reasonable efforts to comply with the Americans with Disabilities Act.

3.1.9 Exhibit H – Certification Regarding Environmental Tobacco Smoke – MCO's Agreement to make reasonable efforts to comply with the Pro-Children Act of 1994, which pertains to environmental tobacco smoke in certain facilities.

3.1.10 Exhibit I – HIPAA Business Associate Agreement - Rights and responsibilities of the MCO in reference to the Health Insurance Portability and Accountability Act.

3.1.11 Exhibit J – Certification Regarding Federal Funding Accountability & Transparency Act (FFATA) Compliance

3.1.12 Exhibit K – MCO's Program Management Plan approved by DHHS in accordance with Section 7.3 of this Agreement.

3.1.13 Exhibit L – MCO's Implementation Plan approved by DHHS in accordance with Section 7.5.2 of this Agreement.

3.1.14 Exhibit M – MCO's RFP (#12-DHHS-CM-01) Technical Proposal, including any addenda, submitted by the MCO.

3.1.15 Exhibit N – Encounter Data

3.1.16 Exhibit O – Other Quality Measures

3.2 Order of Documents.

In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

3.3 Delegation of Authority

Whenever, by any provision of this Agreement, any right, power, or duty is imposed or conferred on DHHS, the right, power, or duty so imposed or conferred is possessed and exercised by the Commissioner unless any such right, power, or duty is specifically delegated to the duly appointed agents or employees of DHHS and NHID.

3.4 Authority of the New Hampshire Insurance Department

Wherever, by any provision of this Agreement or by the laws and rules of the State of New Hampshire the NHID shall have authority to regulate and oversee the licensing requirements of the MCO to operate as a Managed Care Organization in the State of New Hampshire.

3.5 Errors & Omissions

The MCO shall not take advantage of any errors and/or omissions in the RFP or the resulting Agreement. The MCO shall promptly notify DHHS of any such errors and/or omissions that are discovered.

3.6 Time Of The Essence

In consideration of the need to ensure uninterrupted and continuous Medicaid Managed Care services, time is of the essence in the performance of the Scope of Work under the Agreement.

3.7 CMS Approval Of Agreement & Any Amendments

This Agreement and the implementation of amendments, modifications, and changes to this Agreement are subject to the prior approval of the Centers for Medicare and Medicaid Services ("CMS."). Notwithstanding any other provision of this Agreement, DHHS agrees that member enrollment will not commence until DHHS has received CMS approval.

3.8 Cooperation With Other Vendors And Prospective Vendors

DHHS may award supplemental contracts for work related to the Agreement, or any portion thereof. The MCO shall reasonably cooperate with such other vendors, and shall not commit or permit any act that may interfere with the performance of work by any other vendor, or act in any way that may place members at risk of an emergency medical condition.

3.9 Renegotiation and Reprocurement Rights

3.9.1 Renegotiation of Agreement terms.

Notwithstanding anything in the Agreement to the contrary, DHHS may at any time during the term of the Agreement exercise the option to notify MCO that DHHS has elected to renegotiate certain terms of the Agreement. Upon MCO's receipt of any

notice pursuant to this Section, MCO and DHHS will undertake good faith negotiations of the subject terms of the Agreement, and may execute an amendment to the Agreement.

3.9.2 Reprocurement of the services or procurement of additional services.

Notwithstanding anything in the Agreement to the contrary, whether or not DHHS has accepted or rejected MCO's Services and/or Deliverables provided during any period of the Agreement, DHHS may at any time issue requests for proposals or offers to other potential contractors for performance of any portion of the Scope of Work covered by the Agreement or Scope of Work similar or comparable to the Scope of Work performed by MCO under the Agreement. DHHS shall give the MCO ninety (90) calendar days notice of intent to replace another MCO participating in the Medicaid Managed Care program or to add an additional MCO to the Medicaid Managed Care program.

3.9.3 Termination rights upon reprocurement.

If upon procuring the Services or Deliverables or any portion of the Services or Deliverables from another vendor in accordance with this Section DHHS elects to terminate this Agreement, the MCO shall have the rights and responsibilities set forth in Section 30 ("Termination"), Section 31 ("Agreement Closeout") and Section 33 ("Dispute Resolution Process").

4 Organization

4.1 Organization Requirements

4.1.1 Registrations and Licenses

The MCO shall be licensed by the New Hampshire Department of Insurance to operate as an Managed Care Organization in the State as required by New Hampshire RSA 420-B, and shall have all necessary registrations and licensures as required by the New Hampshire Insurance Department and any relevant federal and state laws and regulations.

4.2 Articles & Bylaws

The MCO shall provide by the beginning of each Agreement year or at the time of any substantive changes written assurance from MCO's legal counsel that the MCO is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under this Agreement.

4.3 Relationships

4.3.1 Ownership and Control

4.3.1.1 The MCO shall notify DHHS of any person or corporation that has five percent (5%) or more ownership or controlling interest in the MCO, parent organization, and/or affiliates and shall provide

financial statements for all owners meeting this criterion [1124(a)(2)(A) 1903(m)(2)(A)(viii); 42 CFR 455.100-104 ; SMM 2087.5(A-D); SMD letter 12/30/97; SMD letter 2/20/98].

4.3.1.2 The MCO shall inform DHHS and the New Hampshire Insurance Department (NHID) of its intent for mergers, acquisitions, or buy-outs within seven (7) calendar days of key staff learning of the action.

4.3.1.3 The MCO shall inform key DHHS and NHID staff by phone and by email within 24 hours of when any key MCO staff learn of any actual or threatened litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the MCO to perform under this Agreement with DHHS.

4.3.2 Prohibited

The MCO shall not knowingly have a relationship with the following:

4.3.2.1 An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No.12549 or under guidelines implementing Executive Order No.12549.; or

4.3.2.2 An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in 4.3.2.1.

An individual is described as follows:

4.3.2.3 A director, officer, or partner of the MCO;

4.3.2.4 A person with beneficial ownership of five percent (5%) or more of the MCO's equity; or

4.3.2.5 A person with an employment, consulting, or other arrangement with the MCO obligations under its Agreement with the State [42 CFR 438.610(a); 42 CFR 438.610(b); SMD letter 2/20/98].

4.3.3 The MCO shall conduct background checks on all employees actively engaged in the Care Management Program. In particular, those background checks shall screen for exclusions from any federal programs and sanctions from licensing oversight boards, both in-state and out-of-state.

4.3.4 The MCO shall not and shall certify it does not employ or contract, directly or indirectly, with:

4.3.4.1 Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 or 1128A of the SSA for the provision of health care, utilization review, medical social work, or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual;

4.3.4.2 Any entity for the provision of such services (directly or indirectly) through an excluded individual or entity;

4.3.4.3 Any individual or entity excluded from Medicaid or New Hampshire participation by DHHS;

4.3.4.4 Any individual or entity discharged or suspended from doing business with the State of New Hampshire; or

4.3.4.5 Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act.

5 Subcontractors

5.1 MCO Obligations

5.1.1 The MCO remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by MCO employees, and for the purposes of this Agreement such work will be deemed performed by the MCO. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

5.1.2 The MCO shall have a written agreement between the MCO and each subcontractor in which the subcontractor agrees to hold harmless DHHS and its employees, and all members served under the terms of this Agreement in the event of non-payment by the MCO. The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors (42 CFR 438.230(b)(2)).

5.2 Notice and Approval

5.2.1 The MCO shall submit all subcontractor agreements to DHHS for prior approval at least sixty (60) calendar days prior to the anticipated implementation date of that subcontractor agreement and annually for renewals or whenever there is a substantial change in scope or terms of the subcontractor agreement.

5.2.2 The MCO shall notify DHHS of any change in subcontractors and shall submit a new subcontractor agreement for approval ninety (90) calendar days prior to the start date of the new subcontractor agreement.

5.2.3 Approval by DHHS of a subcontractor agreement does not relieve the MCO from any obligation or responsibility regarding the subcontractor and does not imply any obligation by DHHS regarding the subcontractor or subcontractor agreement.

5.2.4 DHHS may grant a written exception to the notice requirements of 5.2.1 and 5.2.2 if, in DHHS's reasonable determination, the MCO has shown good cause for a shorter notice period.

5.2.5 The MCO shall notify DHHS within twenty four (24) hours after receiving notice from a subcontractor of its intent to terminate a subcontract agreement.

5.2.6 The MCO shall notify DHHS of any material breach of an agreement between the MCO and the subcontractor within twenty four (24) hours of validation that such breach has occurred.

5.3 MCO's Oversight

5.3.1 The MCO shall oversee and be held accountable for any function(s) and responsibilities that it delegates to any subcontractor in accordance with 42 CFR 438.230 and SMM 2087.4, including:

5.3.1.1 The MCO shall have a written agreement between the MCO and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

5.3.1.2 All subcontracts shall fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract agreement.

5.3.1.3 The MCO shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.

5.3.1.4 The MCO shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State MCO laws and regulations.

5.3.1.5 The MCO shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.

5.3.1.6 The MCO shall identify deficiencies or areas for improvement, if any, with respect to which the MCO and the subcontractor shall take corrective action.

5.3.1.7 The MCO shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the MCO and DHHS.

5.3.1.8 If the MCO identifies deficiencies or areas for improvement are identified, the MCO shall notify DHHS and take corrective action within seven (7) calendar days of identification. The MCO shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

5.4 Transition Plan

5.4.1 In the event of material change, breach or termination of a subcontractor agreement between the MCO and a subcontractor, the MCO's notice to DHHS shall include a transition plan for DHHS's review and approval.

6 Staffing

6.1.1 The MCO shall commit key personnel to the New Hampshire Care Management program on a full-time basis. Positions considered to be key personnel are listed below, along with any specific requirements for each position:

6.1.1.1 Executive Director: Individual has clear authority over the general administration and day-to-day business activities of this Agreement.

6.1.1.2 Finance Officer: Individual is responsible for accounting and finance operations, including all audit activities.

6.1.1.3 Medical Director: Physician licensed by the NH Board of Medicine shall oversee and be responsible for all clinical activities, including but not lirnited to, the proper provision of covered services to members, developing clinical practice standards and clinical policies and procedures. The Medical Director shall have a minimum of five (5) years of experience in government programs (e.g. Medicaid, Medicare, and Public Health). The Medical Director shall have oversight of all utilization review techniques and methods and their administration and implementation.

6.1.1.4 Quality Improvement Director: Individual is responsible for all Quality Assessment and Performance Improvement (QAPI) program activities. This person shall be a licensed clinician with relevant experience in quality management for physical and/or behavioral healthcare.

6.1.1.5 Coordinators for the following three (3) functional areas shall be responsible for overseeing care management activities for MCO members with complex medical, behavioral health and developmental disability needs. They shall also serve as liaisons to DHHS staff for their respective functional areas:

6.1.1.5.1 Special Needs Coordinator: Individual shall have a minimum of a Master's Degree from a recognized college or university with major study in Social Work, Psychology, Education, Public Health or a related field. The individual shall have a minimum of eight (8) years demonstrated experience both in the provision of direct care services as well as progressively increasing levels of management responsibilities with a particular focus on special needs populations.

6.1.1.5.2 Behavioral Health Coordinator: Individual shall have a minimum of a Master's Degree from a recognized college or university with major study in Social Work, Psychology, Education, Public Health or a related field. The individual shall have a minimum of eight (8) years demonstrated experience both in the provision of direct care services as well as progressively increasing levels of management responsibilities, with a particular focus on direct care and administrative responsibilities within community mental health services.

6.1.1.5.3 Developmental Disabilities Coordinator: The individual shall have a minimum of a Master's Degree from a recognized college or university with major study in Social Work, Psychology, Education, Public Health or a related field. The individual shall have a minimum of eight (8) years demonstrated experience both in the provision of direct care services as well as progressively increasing levels of management responsibilities, with a particular focus on direct care and administrative responsibilities related to services provided for developmentally disabled individuals.

6.1.1.6 Network Management Director: Individual is responsible for development and maintenance of the MCO's provider network.

6.1.1.7 Member Services Manager: Individual is responsible for provision of all MCO member-services activities. The manager shall have prior experience with Medicaid or Medicare populations.

6.1.1.8 Utilization Management (UM) Director: Individual is responsible for all UM activities. This person shall be under the direct supervision of the Medical Director and shall ensure that UM staff has appropriate clinical backgrounds in order to make medically appropriate UM decisions.

6.1.1.9 Systems Director/Manager: Individual is responsible for all MCO information systems supporting this Agreement including, but not limited to, continuity and integrity of operations, continuity flow of records with DHHS' information systems and providing necessary and timely reports to DHHS.

6.1.1.10 Claims/Encounter Manager: Individual is responsible for and is qualified by training and experience to oversee claims and encounter submittal and processing, where applicable, and to ensure the accuracy, timeliness, and completeness of processing payment and reporting.

6.1.1.11 Grievance Coordinator: Individual is responsible for overseeing the MCO's Grievance System.

6.1.1.12 Fraud, Waste, and Abuse Coordinator: Individual is responsible for tracking, reviewing, monitoring, and reducing fraud, waste, and abuse.

6.1.1.13 Compliance Officer: Individual is responsible for MCO's compliance with the provisions of this Agreement and all applicable state and federal regulations and statutes.

6.1.2 The MCO shall have an on-site presence in New Hampshire. The following key personnel shall be located in New Hampshire:
- 6.1.2.1 Executive Director
- 6.1.2.2 Medical Director
- 6.1.2.3 Quality Improvement Director
- 6.1.2.4 Special Needs Coordinator
- 6.1.2.5 Behavioral Health Coordinator
- 6.1.2.6 Developmental Disabilities Coordinator
- 6.1.2.7 Network Management Director
- 6.1.2.8 Fraud, Waste, and Abuse Coordinator
- 6.1.2.9 Grievance Coordinator

6.1.3 The MCO shall provide to DHHS for review and approval key personnel and qualifications no later than sixty (60) days prior to start of program.

6.1.4 The MCO shall staff the program with the key personnel as specified in this Agreement, or shall propose alternate staffing subject to review and approval by DHHS, which approval shall not be unreasonably withheld.

6.1.5 DHHS may grant a written exception to the notice requirements of this Section if, in DHHS's reasonable determination, the MCO has shown good cause for a shorter notice period.

6.1.6 The MCO shall provide sufficient staff to perform all tasks specified in this Agreement. The MCO shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion as contained herein. In the event that the MCO does not maintain a level of staffing sufficient to fully perform the functions, requirements, roles, and duties, DHHS may impose liquidated damages, in accordance with Section 32.

6.1.7 The MCO shall ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.

6.1.8 All key staff shall be available during DHHS hours of operation and available for in-person or video conferencing meetings as requested by DHHS.

6.1.9 The MCO key personnel, and others as required by DHHS, shall, at a minimum, be available for monthly in-person meetings in New Hampshire with DHHS.

6.1.10 The MCO shall notify DHHS at least thirty (30) calendar days in advance of any plans to change, hire, or reassign designated key personnel.

6.1.11 If a member of the MCO's key staff is to be replaced for any reason while the MCO is under Agreement, the MCO shall inform DHHS within 7 calendar days, and submit proposed alternate staff to DHHS for review and approval, which approval shall not be unreasonably withheld.

6.1.12 The MCO shall, within thirty (30) calendar days of signing this Agreement deliver to DHHS a Staffing Contingency Plan including but not limited to:

6.1.12.1 The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;

6.1.12.2 Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;

6.1.12.3 Replacement of key personnel with staff with similar qualifications and experience;

6.1.12.4 Discussion of time frames necessary for obtaining replacements;

6.1.12.5 MCO's capabilities to provide, in a timely manner, replacements/additions with comparable experience; and

6.1.12.6 The method of bringing replacements/additions up-to-date regarding this Agreement.

7 Program Management and Planning

7.1 General

7.1.1 The MCO shall provide a comprehensive risk-based, capitated program for providing health care services to members enrolled in the New Hampshire Medicaid Program and provide for all aspects of managing such program, including claims processing and operational reports. The MCO shall establish and demonstrate audit trails for all claims processing and financial reporting carried out by the MCO's staff, system, or designated agents.

7.2 Representation and Warranties

7.2.1 The MCO warrants that all Managed Care developed and delivered under this Agreement will meet in all material respects the specifications as described in the Agreement during the Agreement Period, including any subsequently negotiated, and mutually agreed, specifications.

7.2.2 The MCO acknowledges that in entering this Agreement, DHHS has relied upon representations made by the MCO in its RFP (#12-DHHS-CM-1) Technical and Cost Proposal, including any addenda, with respect to delivery of Managed Care. In reviewing and approving the program management and planning requirements of this Section, DHHS reserves the right to require the MCO to develop plans that are substantially and materially consistent with the representations made in the MCO's RFP (#12-DHHS-CM-1) Technical and Cost Proposal, including any addenda.

7.3 Audit Requirements

7.3.1 No later than forty (40) business days after the end of the State Fiscal Year each June 30, the MCO shall provide DHHS a "SOC 1" Type 2 report of the MCO or its corporate parent in accordance with American Institute of Certified Public Accountants, Statement on Standards for Attestation Engagements

(SSAE) No. 16, Reporting on Controls at a Service Organization. The report shall assess the design of internal controls and their operating effectiveness. The reporting period shall cover the previous twelve (12) months or the entire period since the previous reporting period. DHHS will share the report with internal and external auditors of the State of New Hampshire and federal oversight agencies. The SSAE 16 Type 2 report shall include:

7.3.1.1 Description by the MCO's management of its system of policies and procedures for providing services to user entities (including control objectives and related controls as they relate to the services provided) throughout the twelve (12) month period or the entire period since the previous reporting period.

7.3.1.2 Written assertion by the MCO's management about whether:

7.3.1.2.1 The aforementioned description fairly presents the system in all material respects;

7.3.1.2.2 The controls were suitably designed to achieve the control objectives stated in that description; and

7.3.1.2.3 The controls operated effectively throughout the specified period to achieve those control objectives.

7.3.1.3 Report of the MCO's auditor, which:

7.3.1.3.1 Expresses an opinion on the matters covered in management's written assertion; and

7.3.1.3.2 Includes a description of the auditor's tests of operating effectiveness of controls and the results of those tests.

7.3.2 The MCO shall notify DHHS if there are significant or material changes to the internal controls of the MCO. If the period covered by the most recent SSAE16 report is prior to June 30, the MCO shall additionally provide a bridge letter certifying to that fact.

7.3.3 The MCO shall respond to and provide resolution of audit inquiries and findings relative to the MCO Managed Care activities.

7.3.4 DHHS has the right to conduct on-site reviews of the MCO's operations at the MCO's expense. These on-site visits may be unannounced. The MCO shall fully cooperate with DHHS' on-site reviews.

7.3.5 DHHS and the MCO shall have monthly plan oversight meetings to review progress on the MCO's Program Management Plan, review any ongoing Corrective Action Plans and review MCO compliance with requirements and standards as specified in this Agreement.

7.3.6 The MCO shall use reasonable efforts to respond to DHHS oral and written correspondence within one (1) business day.

7.4 Program Management and Communications Plans

7.4.1 The MCO shall submit a Program Management Plan (PMP) to DHHS for review and approval at least sixty (60) calendar days prior to the scheduled start date of the program. Annually, thereafter, the MCO shall submit an

updated PMP to DHHS for review and approval at least sixty (60) calendar days prior to the commencement of each Agreement year.

7.4.2 The MCO shall submit a Communications Plan to DHHS for review and approval at least sixty (60) calendar days prior to the scheduled start date of the program. Thereafter, the MCO shall submit an updated Communications Plan to DHHS for review and approval at least sixty (60) calendar days prior to the commencement of each Agreement year. The Communications Plan shall provide for the MCO's response to correspondence received from DHHS staff within one (1) business day of receipt.

7.5 Emergency Response Plan

7.5.1 The MCO shall submit an Emergency Response Plan to DHHS for review and approval at least sixty (60) calendar days prior to the scheduled start date of the program. Thereafter, the MCO shall submit an updated Emergency Response Plan to DHHS for review and approval at least sixty (60) calendar days prior to the commencement of each Agreement year.

7.5.2 The plan shall address, at a minimum, the following aspects of pandemic preparedness and natural disaster response and recovery:

- 7.5.2.1 Employee training;
- 7.5.2.2 Essential business functions and key employees within the organization necessary to carry them out;
- 7.5.2.3 Contingency plans for covering essential business functions in the event key employees are incapacitated or the primary workplace is unavailable; and
- 7.5.2.4 Communication with staff, members, providers, subcontractors and suppliers when normal systems are unavailable;
  - 7.5.2.4.1 Plans to ensure continuity of services to providers and members;
  - 7.5.2.4.2 How the MCO will coordinate with and support DHHS and the other MCOs; and
  - 7.5.2.4.3 How the plan will be tested, updated and maintained.

7.6 Step 1 Program Implementation Plan

7.6.1 Submission and Contents of the Plan

7.6.1.1 The MCO shall submit a "Step 1 Program Implementation Plan" (Step 1 Implementation Plan) to DHHS for review and approval no later than fourteen (14) calendar days after the signing of this Agreement. The Step 1 Implementation Plan shall address, at a minimum, the following elements and include timelines and identify staff responsible for implementation of the Plan:

- 7.6.1.1.1 Provider credentialing/contracting;
- 7.6.1.1.2 Provider payments;
- 7.6.1.1.3 Member Services;
- 7.6.1.1.4 Member Enrollment;

7.6.1.1.5 Pharmacy Management;
7.6.1.1.6 Care Management;
7.6.1.1.7 Utilization Management;
7.6.1.1.8 Grievance System;
7.6.1.1.9 Fraud, Waste, and Abuse;
7.6.1.1.10 Third-Party Liability;
7.6.1.1.11 MCIS ;
7.6.1.1.12 Financial management; and
7.6.1.1.13 Provider and member communications.

7.6.1.2 The Step 1 Program Implementation Plan shall become an addendum to this Agreement as Exhibit L.

7.6.2 Implementation

7.6.2.1 Upon approval of the Step 1 Implementation Plan, the MCO shall implement the Plan as approved covering the Step 1 populations and services identified in Sections 8.1 and 8.2 of this Agreement.

7.6.2.2 The MCO shall successfully complete all implementation activities at its own cost and will not be reimbursed by DHHS for this phase of work.

7.6.2.3 The MCO must obtain prior written approval from DHHS for any changes or deviations from the submitted and approved Plan.

7.6.2.4 Throughout the implementation period, the MCO shall submit weekly status reports to DHHS that address:
7.6.2.4.1 Progress on Step 1 Implementation Plan;
7.6.2.4.2 Risks/Issues and mitigation strategy;
7.6.2.4.3 Modifications to the Step 1 Implementation Plan;
7.6.2.4.4 Progress on any Corrective Action Plans;
7.6.2.4.5 Program delays; and
7.6.2.4.6 Upcoming activities.

7.6.2.5 Throughout the implementation period, the MCO shall conduct weekly implementation status meetings with DHHS at a time and location to be decided by DHHS. These meetings shall include representatives of key MCO implementation staff and relevant DHHS personnel.

7.6.3 Readiness Reviews

7.6.3.1 DHHS intends to conduct two (2) readiness reviews of the MCO during the implementation phase prior to the program start date. The first review shall take place thirty (30) days after contract effective date or ninety(90) calendar days prior to the program start date, whichever comes later, and the second review shall take place thirty (30) calendar days prior to the program start date. The MCO shall fully cooperate with DHHS during these readiness reviews. During the readiness reviews, DHHS shall assess the MCO's progress towards a successful program implementation.

The review shall include validation of readiness in multiple areas, including but not limited to:

7.6.3.1.1 MCO's ability to pay a claim;
7.6.3.1.2 MCO's network adequacy;
7.6.3.1.3 MCO's member transition plan;
7.6.3.1.4 MCO's system preparedness;
7.6.3.1.5 MCO's member experience procedures;
7.6.3.1.6 Grievance System; and
7.6.3.1.7 MCO subcontracts.

7.6.3.2 Should the MCO fail to pass either readiness review, the MCO shall submit a Corrective Action Plan to DHHS sufficient to ensure the MCO passes the readiness review and shall complete implementation on schedule. This Corrective Action Plan shall be integrated into the overall program Step 1 Implementation Plan as a modification subject to review and approval by DHHS. DHHS reserves the right to suspend enrollment of members into the MCO until deficiencies in the MCO's readiness activities are rectified and/or apply liquidated damages as provided in Section 32.

7.6.3.3 During the first one hundred and eighty (180) days following the Execution Date of this Agreement, DHHS may give tentative approval of the MCO's required policies and procedures.

7.6.3.4 DHHS may at its discretion suspend application of the remedies specified in Section 32, except for those required under 42 CFR 700 and Section 1903(m) or Section 1932 of the Social Security Act, provided that the MCO is in compliance with any Corrective Action Plans developed during the readiness period, unless the MCO fails to meet the start date of the NH Medicaid Care Management program.

7.6.3.5 The start date of the Medicaid Care Management program shall be when at least two MCOs have met the readiness requirements 7.6.3.1.

7.7 Step 2 Program Implementation Plan

7.7.1 The MCO shall cooperate with, and support DHHS during Year 1 of the Agreement to establish the model for the Step 2 Program, which would include program design, rate development and implementation strategy, which shall be incorporated as an amendment to this Agreement.

7.7.2 The start date of Step 2 is July 1st, 2013, contingent upon the successful completion of requirements described in 7.7.1.

7.7.3 One-hundred eighty (180) calendar days prior to the start date of Step 2, the MCO shall submit a Step 2 Program Implementation Plan for DHHS approval.

7.7.4 The Step 2 Program Implementation Plan shall address, the critical elements of the implementation and include timelines and identify staff responsible for implementation of Step2:

7.7.4.1

7.7.5 The MCO shall successfully complete all implementation activities at its own cost and will not be reimbursed by DHHS for Step 2 implementation work.

7.7.6 The MCO shall follow its submitted Step 2 Program Implementation Plan as approved by DHHS. The MCO must obtain prior written approval from DHHS for any change to the approved Plan.

7.7.7 Throughout the implementation phase, the MCO shall submit a weekly status report to DHHS. This status reports at a minimum, shall include:

- 7.7.7.1 Risks/Issues and mitigation strategy;
- 7.7.7.2 Progress on Step 2 Implementation Plan;
- 7.7.7.3 Modifications to the Step 2 Implementation Plan;
- 7.7.7.4 Status report(s) on Corrective Action Plan(s);
- 7.7.7.5 Program delays; and
- 7.7.7.6 Upcoming activities.

7.7.8 During the Step 2 implementation phase, the MCO shall conduct weekly implementation status meetings with DHHS at a time and location to be decided by DHHS. These meetings shall include representatives of key MCO implementation staff and relevant DHHS personnel.

7.7.9 DHHS shall conduct two (2) readiness reviews of the MCO during the implementation phase prior to program start date of Step 2. The first review shall take place one-hundred twenty (120) calendar days prior to the Step 2 start date and the second review shall take place sixty (60) calendar days before the Step 2 start date. The MCO shall fully cooperate with DHHS during these readiness reviews.

7.7.10 Should the MCO fail to successfully pass either readiness review, the MCO shall submit a Corrective Action Plan to pass the readiness review and complete implementation on schedule. Corrective Action Plans will be incorporated into the Step 2 Implementation Plan and reported on in the weekly status report.

7.7.11 Should an MCO fail to correct deficiencies within twenty (20) calendar days, DHHS reserves the right to terminate the MCO's Agreement.

8 Covered Populations and Services

8.1 Covered Populations Matrix

The MCO shall provide managed care services to population groups deemed by DHHS to be eligible for managed care. The planned three step phase-in of population groups is depicted in the matrix below.

Members	Step 1	Step 2	Step 3	Excluded/ FFS
OAA/ANB/APTD/MEAD/TANF/Poverty Level - Non-Duals[1]	X			
Foster Care - With Member Opt Out	X			
Foster Care - Mandatory Enrollment (w/CMS waiver)		X		
HC-CSD (Katie Becket) - With Member Opt Out	X			
CHIP (transition to Medicaid expansion)	X			
TPL (non-Medicare) except members with VA benefits	X			
Auto eligible and assigned newborns	X			
Breast and Cervical Cancer Program (BCCP)	X			
Medicare Duals - With Member Opt Out	X			
Medicare Duals - Mandatory Enrollment (w/CMS waiver)		X		
ACA Expansion Group			X	
Members with VA Benefits				X
Family Planning Only Benefit (in development)				X
Initial part month and retroactive/PE eligibility segments (excluding auto eligible newborns)				X
Spend-down				X
QMB/SLMB Only (no Medicaid)				X

8.2 Covered Services Matrix

The MCO shall provide the services identified in the following matrix to its members, reflecting the planned three step phase-in.

Services	Step 1	Step 2	Step 3	Excluded/ FFS
Maternity & Newborn Kick Payments	X			
Inpatient Hospital	X			
Outpatient Hospital	X			
Inpatient Psychiatric Facility Services Under Age 22	X			
Physicians Services	X			
Advanced Practice Registered Nurse	X			
Rural Health Clinic & FQHC	X			
Prescribed Drugs	X			
Community Mental Health Center Services	X			
Psychology	X			
Ambulatory Surgical Center	X			
Laboratory (Pathology)	X			

[1] Per 42 USC §1396u-2(a)(2)(A)Non-dual members under age 19 receiving SSI, or with special healthcare needs, or who receive adoption assistance or are in out of home placements, have member opt out.

Services	Step 1	Step 2	Step 3	Excluded/ FFS
X-Ray Services	X			
Family Planning Services	X			
Medical Services Clinic (mostly methadone clinic)	X			
Physical Therapy	X			
Occupational Therapy	X			
Speech Therapy	X			
Audiology Services	X			
Podiatrist Services	X			
Home Health Services	X			
Private Duty Nursing	X			
Adult Medical Day Care	X			
Personal Care Services	X			
Hospice	X			
Optometric Services Eyeglasses	X			
Furnished Medical Supplies & Durable Medical Equipment	X			
Non-Emergent Medical Transportation (current admin. expense)	X			
Ambulance Service	X			
Wheelchair Van	X			
Fluoride Varnish by Primary Care Physicians (New Service)[2]	X			
Acquired Brain Disorder Waiver Services		X		
Developmentally Disabled Waiver Services		X		
Choices for Independence Waiver Services		X		
In Home Supports Waiver Services		X		
Skilled Nursing Facility		X		
Skilled Nursing Facility Atypical Care		X		
Inpatient Hospital Swing Beds, SNF		X		
Intermediate Care Facility Nursing Home		X		
Intermediate Care Facility Atypical Care		X		
Inpatient Hospital Swing Beds, ICF		X		
Glencliff Home		X		
Developmental Services Early Supports and Services		X		
New Substance Abuse Benefit Allowing MLDACs		X		
Home Based Therapy – DCYF		X		
Child Health Support Service – DCYF		X		
Intensive Home and Community Services – DCYF		X		
Placement Services – DCYF		X		
Private Non-Medical Institutional For Children – DCYF		X		
Crisis Intervention – DCYF		X		
Intermediate Care Facility MR				X
Medicaid to Schools Services				X
Dental Benefit Services				X

[2] MCOs shall provide for payment to American Academy of Pediatrics trained & annually certified primary care providers and pediatricians who conduct an oral exam, provide age appropriate anticipatory guidance and risk assessment and apply fluoride varnish to the teeth, when clinically appropriate, of members aged 6-36 months during well child care no more than twice per year.

8.2.1 While the MCO may provide a higher level of service and cover additional services than required by DHHS, the MCO shall, at a minimum, cover the services identified at least up to the limits described in N.H. code of Administrative Rules, chapter He-W 530 and He-W 426. DHHS reserves the right to alter this list at any time by informing the MCO [42 CFR 438.210(a)(1) and (2)].

8.2.2 The MCO may, with DHHS approval, require co-payment for services that do not exceed current Medicaid co-payment amounts established by DHHS.

8.2.3 The MCO shall with no disruption in service delivery to members or providers transition these services into managed care from fee-for-service (FFS).

8.2.4 All services shall be provided in accordance with 42 CFR 438.210.

8.2.5 The MCO shall adopt written policies and procedures to verify that services are actually provided [42 CFR 455.1(a)(2)].

8.3 Emergency Services

8.3.1 The MCO shall provide coverage and payment for emergency services and post-stabilization care services in accordance with §1852(d)(2) of the SSA; 42 CFR 438.114(b); 42 CFR 422.113(c); SMD letter 8/5/98.

8.3.2 The MCO shall cover and pay for emergency services at rates that are no less than the equivalent DHHS fee-for-service rates regardless of whether the provider that furnishes the services has a Agreement with the MCO [§1932(b)(2) of the SSA; 42 CFR 438.114(c)(1)(i); SMD letter 2/20/98].

8.3.3 The MCO shall not deny treatment obtained when a member had an emergency medical condition, including cases in which the absence of immediate medical attention would not have had the outcomes specified in 42 CFR 438.114(a) of the definition of emergency medical condition [§1932(b)(2) of the SSA; 42 CFR 438.114(c)(1)(ii)(A); SMD letter 2/20/98].

8.3.4 The MCO shall not deny payment for treatment obtained when a representative, such as a network provider, of the MCO instructs the member to seek emergency services [42 CFR 438.114(c)(1)(ii)(B); SMD letter 2/20/98].

8.3.5 The MCO shall not limit what constitutes an emergency medical condition on the basis of lists of diagnoses or symptoms [42 CFR 438.114(d)(1)(i)].

8.3.6 The MCO shall not refuse to cover emergency services based on the emergency room provider, hospital, or fiscal agent not notifying the member's primary care provider, MCO, or DHHS of the member's screening and treatment within ten (10) calendar days of presentation for emergency services [42 CFR 438.114(d)(1)(ii)].

8.3.7 The MCO may not hold a member who has an emergency medical condition liable for payment of subsequent screening and treatment needed to diagnose the specific condition or stabilize the patient [42 CFR 438.114(d)(2)].

8.3.8 The attending emergency physician, or the provider actually treating the member, is responsible for determining when the member is sufficiently stabilized for transfer or discharge, and that determination is binding on the entities identified in 42 CFR 438.114(b) as responsible for coverage and payment [42 CFR 438.114(d)(3)].

8.4 Post-Stabilization Services

8.4.1 Post-stabilization care services shall be covered and paid for in accordance with provisions set forth at 42 CFR 422.113(c). The MCO shall be financially responsible for post-stabilization services obtained within or outside the MCO that are pre-approved by a MCO provider or other MCO representative. [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(i); SMD letter 8/5/98]

8.4.2 The MCO shall be financially responsible for post-stabilization care services obtained within or outside the MCO that are not pre-approved by a MCO provider or other MCO representative, but administered to maintain the member's stabilized condition within one (1) hour of a request to the MCO for pre-approval of further post-stabilization care services. [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(ii) and (iii); SMD letter 8/5/98.]

8.4.3 The MCO shall be financially responsible for post-stabilization care services obtained within or outside the MCO that are not pre-approved by a MCO provider or other MCO representative, but administered to maintain, improve or resolve the member's stabilized condition if:

8.4.3.1 The MCO does not respond to a request for pre-approval within one (1) hour;

8.4.3.2 The MCO cannot be contacted; or

8.4.3.3 The MCO representative and the treating physician cannot reach an agreement concerning the member's care and a MCO physician is not available for consultation. In this situation, the MCO shall give the treating physician the opportunity to consult with a MCO physician and the treating physician may continue with care of the patient until a MCO physician is reached or one of the criteria of 42 CFR 422.133(c)(3) is met [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(iii)].

8.4.4 The MCO shall limit charges to members for post-stabilization care services to an amount no greater than what the organization would charge the member if he/she had obtained the services through the MCO. [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(iv); SMD letter 8/5/98]

8.4.5 The MCO's financial responsibility for post-stabilization care services it has not pre-approved ends when:

8.4.5.1 A MCO physician with privileges at the treating hospital assumes responsibility for the member's care;

8.4.5.2 A MCO physician assumes responsibility for the member's care through transfer;

8.4.5.3 A MCO representative and the treating physician reach an agreement concerning the member's care; or

8.4.5.4 The member is discharged. [42 CFR 438.114(e); 42 CFR 422.113(c)(3); SMD letter 8/5/98]

9 Payment Reform Plan

9.1.1 The MCO shall submit, thirty (30) days from the contract effective date or ninety (90) days prior to the start of each Agreement year, whichever is later, its plan to engage its provider network in health care delivery and payment reform activities, subject to review and approval by DHHS. These activities may include, but are not limited to, pay for performance programs, innovative provider reimbursement methodologies, risk sharing arrangements and sub-capitation agreements.

9.1.2 The Payment Reform Plan shall contain information on the anticipated impact on member health outcomes of each specific activity, providers affected by the specific activity, an implementation plan for each activity and an implementation milestone to be met by the end of each year of the Agreement for each activity.

9.1.3 DHHS will withhold one percent (1%) of MCO capitation payments in each year of the Agreement under the Payment Reform Plan. The MCO will earn a pay-out of that withheld amount if it meets the implementation milestones described in the Payment Reform Plan. The pay-out will be pro-rated to the number of milestones achieved by the MCO at the end of the year.

9.1.4 The MCO shall submit a report to DHHS describing its performance against the MCO's healthcare delivery and Payment Reform Plan within ninety (90) calendar days of the end of each year of the Agreement. DHHS will evaluate the MCO's performance and make payments to the MCO, if warranted, within ninety (90) calendar days of receipt of the report.

9.1.5 The MCO's Payment Reform Plan(s) shall be in compliance with the following requirements:

- 9.1.5.1 FQHCs and RHCs will be paid the encounter rate paid by DHHS as of July 1, 2011
- 9.1.5.2 Hospice services will be reimbursed at the Medicare rates as of July 1, 2011
- 9.1.5.3 The MCO's provider incentive plan shall comply with requirements set forth in 42 CFR 422.208 and 42 CFR 422.210 [42 CFR 438.6(h)].
- 9.1.5.4 The MCO may not make payment directly or indirectly to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an individual [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].
- 9.1.5.5 The MCO shall provide information on its provider incentive program to any New Hampshire recipient upon request (this includes the right to adequate and timely information on the plan) [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208; 42 CFR 422.210; 42 CFR 438.6(h)].
- 9.1.5.6 The MCO shall report whether services not furnished by physician/group are covered by an incentive plan. No further

disclosure is required if the incentive plan does not cover services not furnished by the physician/group [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.6.1 The MCO shall report the type of incentive arrangement (e.g., withhold, bonus, capitation) [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.7 The MCO shall report the percent of withhold or bonus (if applicable) [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.8 The MCO shall report panel size, and if patients are pooled, the approved method used [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.9 If the physician/group is at substantial financial risk, the MCO shall report proof that the physician/group has adequate stop loss coverage, including amount and type of stop-loss [§1903(m)(2)(A)(x)of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

10 Care Management Program

The MCO shall implement a comprehensive care management program that has at a minimum the following components:

- Care Coordination
- Support of Patient-Centered Medical Homes and Health Homes
- Non-Emergency Medical Transportation
- Wellness and Prevention programs
- Chronic Care Management Programs
- High Cost/ High Risk member management programs
- A Special Needs Program

10.1 Care Coordination: Role of the MCO

10.1.1 The MCO shall develop a strategy for coordinating all care for all members. Care coordination for its members includes coordination of primary care, specialty care, and all other MCO covered services as well as services provided through the fee for service program. Care coordination shall promote and assure service accessibility, focus attention to individual needs, provide for continuity of care, and assure comprehensive coordinated and integrated culturally appropriate delivery of care.

10.1.2 The MCO shall ensure that services provided to children are family driven and based on the needs of the child and the family. The MCO shall support the family in having a primary decision making role in the care of their children utilizing the Substance Abuse and Mental Health Services Administration (SAMHSA) core elements of a children's services system of care which:

10.1.2.1 Are person centered;

10.1.2.2 Include active family involvement;
10.1.2.3 Deliver behavioral health services that are anchored in the community;
10.1.2.4 Build upon the strengths of the child and the family;
10.1.2.5 Integrate services among multiple providers and organizations working with the child; and
10.1.2.6 Utilizes a wraparound model of care within the context of a family driven model of care.

10.1.3 The MCO will ensure that its providers, families and members participate in the development of a system of care model for children with serious emotional disturbance.

10.1.4 The MCO shall ensure that services to individuals who are homeless are to be prioritized and made available to those individuals.

10.2 Care Coordination: Role of the Primary Care Provider

10.2.1 The MCO shall implement procedures that ensure that each member has access to an ongoing source of primary care appropriate to his or her needs and a person or entity formerly designated as primarily responsible for coordinating the health care services furnished to the member in accordance with (42 CFR 438.208(b)(1), (2), and (3).

10.2.2 The MCO shall develop programs to assess and support, wherever possible, primary care providers to act as a patient centered medical home. A patient centered medical home shall include all of the five key domains outlined by the Agency for Healthcare Research and Quality (AHRQ):
10.2.2.1 Comprehensive care;
10.2.2.2 Patient-centered care;
10.2.2.3 Coordinated care;
10.2.2.4 Accessible services; and
10.2.2.5 Quality and safety.

10.2.3 DHHS recognizes that there is a variety of ways in which these domains can be addressed in clinical practices. External accreditation is not required by DHHS to qualify as a medical home. The MCO's support to primary care providers acting as patient centered medical homes shall include, but is not limited to, the development of systems, processes and information that promotes coordination of the services to the member outside of that provider's primary care practice.

10.2.4 The MCO shall actively support the creation of health homes for its medically complex members, as defined by §1945 of the SSA. Health homes are designed to be person-centered systems of care that facilitate access to and coordination of the full array of primary and acute physical health services, behavioral health care, and long-term community-based services and supports. The health home expands on the medical home model by building additional linkages and enhancing coordination and integration of medical and behavioral health care to better meet the needs of people with multiple chronic illnesses. To be eligible for health home services, members shall have;

10.2.4.1 At least two (2) chronic conditions, including asthma, diabetes, heart disease, obesity, mental health condition, and substance abuse disorder;

10.2.4.2 One chronic condition and be at risk for another; or

10.2.4.3 One serious and persistent mental health condition.

10.2.5 The MCO shall work with DHHS and the other MCOs contracted with DHHS to develop a health home model that DHHS will submit for approval by the Centers for Medicare & Medicaid Services (CMS). Once approved by CMS, the MCO shall implement its health home program in accordance with the approved model, and in a time frame specified by DHHS.

10.3 Care Coordination: Role of Obstetric Providers

10.3.1 If at the time of entering the MCO as a new member is transferring from another MCO within the state system, is in her first trimester of pregnancy and is receiving, medically necessary covered prenatal care services, as defined within this Agreement as covered services, before enrollment the MCO shall be responsible for the costs of continuation of medically necessary prenatal care services, including prenatal care, delivery, and postpartum care.

10.3.2 If the member is receiving services from an out-of-network provider prior to enrollment in the MCO, the MCO shall be responsible for the costs of continuation of medically necessary covered prenatal services until such time as the MCO can reasonably transfer the member to a network provider without impeding service delivery that might be harmful to the member's health.

10.3.3 If the member, at the time of enrollment, is receiving services from a network provider, the MCO shall be responsible for the costs of continuation of medically necessary covered prenatal services from that provider through the postpartum period.

10.3.4 In the event a member entering the MCO, either as a new member or transferring from another MCO, is in her second or third trimester of pregnancy and is receiving medically necessary covered prenatal care services at the time of enrollment, the MCO shall be responsible for providing continued access to the prenatal care provider, whether an out of network or in network provider, through the postpartum period.

10.3.5 Postpartum care includes the first postpartum visit, any additional visits necessary to manage any complications related to delivery, and completion of the medical record.

10.3.6 The MCO shall develop and maintain policies and procedures, subject to DHHS approval, regarding the transition of any pregnant members.

10.4 Non-Emergent Transportation

10.4.1 The MCO shall be required to arrange for the non-emergent medical transportation of its members to ensure members receive medically necessary services covered by the New Hampshire Medicaid program regardless of whether those medically necessary services are covered by the MCO. The

MCO shall ensure that a member's lack of personal transportation is not a barrier to accessing care.

10.4.2 The MCO, and any sub-contractors, shall be required to perform background checks on all non-emergent medical transportation providers.

10.4.3 The MCO shall provide monthly reports to DHHS on its non-emergent medical transportation activities to include but not be limited to;

- 10.4.3.1 The types of non-emergent medical transportation members ordinarily use;
- 10.4.3.2 Number of members transported;
- 10.4.3.3 Number of completed transportation events;
- 10.4.3.4 Number of transportation requests that were successfully completed; and
- 10.4.3.5 Number of transportation requests that were not provided.

10.5 Wellness and Prevention

10.5.1 The MCO shall develop and implement wellness and prevention programs for its members.

10.5.2 The MCO shall, at a minimum, develop and implement programs designed to address childhood and adult obesity, smoking cessation, and other similar type wellness and prevention programs in consultation with DHHS.

10.5.3 The MCO shall, at minimum, provide primary and secondary preventive care services, rated A or B, in accordance with the recommendations of the U.S. Preventive Services Task Force, and for children, those preventive services recommended by the American Academy of Pediatrics Bright Futures Program.

10.5.4 The MCO may substitute generally recognized accepted guidelines for the requirements set forth in 10.5.3, provided that such substitution is approved in advance by DHHS. The MCO shall provide members with a description of preventive care benefits to be used by the MCO in the member handbook and on the MCO's website.

10.5.5 The MCO shall provide members with general health information and provide services to help members make informed decisions about their health care needs. The MCO shall encourage patients to take an active role in shared decision making.

10.5.6 The MCO shall support and refer eligible members to the New Hampshire's Medicaid incentives for the prevention of chronic disease program.

10.5.7 The MCO shall also participate in other public health initiatives at the direction of DHHS.

10.6 Member Health Education

10.6.1 The MCO shall develop and initiate a member health education program that supports the overall wellness, prevention, and care management programs, with the goal of empowering patients to actively participate in their healthcare.

10.6.2 The MCO shall encourage members to complete an annual health risk assessment. The MCO will submit their Health Risk Assessment forms to DHHS for review and approval. The MCO shall also report annually on:

- 10.6.2.1 the number of members who completed a health risk assessment;
- 10.6.2.2 the percentage of eligible members who completed the health risk assessment; and
- 10.6.2.3 the percentage of members eligible for chronic care management, high cost/high risk care management, complex care management and/or the MCO's special needs program who completed a health risk assessment.

10.6.3 The MCO shall actively engage members in both wellness program development and in program participation and shall provide additional or alternative outreach to members who are difficult to engage.

10.7 Chronic Care Management, High Risk/High Cost Member and other Complex Member Management

10.7.1 The MCO shall develop effective chronic and complex care management programs that assist members in the management of their chronic diseases. The MCO may delegate the chronic and complex care member management to a patient centered medical home or health home provided that all the criteria for qualifying as a patient centered medical home or a health home and the additional conditions of this section have been met. These programs shall incorporate a "whole person" approach to ensure that the member's physical, behavioral, developmental, and psychosocial needs are comprehensively addressed. The MCO or its delegated entity shall ensure that the member, and/or the member's care giver, are actively engaged in the development of the care plan.

10.7.2 The MCO shall submit status reports to DHHS on MCO care management activities and any delegated medical home or health home activities as requested or required by DHHS.

10.7.3 The MCO shall at, a minimum, provide chronic care management services for the following disease states:

- 10.7.3.1 Diabetes, in coordination with the forthcoming federal diabetes initiative;
- 10.7.3.2 Congestive Heart Failure (CHF);
- 10.7.3.3 Chronic Obstructive Pulmonary Disease (COPD);
- 10.7.3.4 Asthma;
- 10.7.3.5 Coronary Artery Disease (CAD), in coordination with the Million Hearts Campaign;
- 10.7.3.6 Obesity; and
- 10.7.3.7 Mental Illness.

10.8 Special Needs Program

10.8.1 The MCO shall create an organizational structure to function as patient navigators to:

10.8.1.1 Reduce any barriers to care encountered by members with special needs

10.8.1.2 Ensure that each member with special needs receives the medical services of PCPs and specialists trained and skilled in the unique needs of the member, including information about and access to specialists as appropriate

10.8.1.3 Support in accessing all covered services appropriate to the medical condition or circumstance.

10.8.2 The MCO shall identify special needs members based on the member's physical, developmental, or behavioral conditions including but not limited to;

10.8.2.1 A member with at least two chronic conditions;

10.8.2.2 A member with one chronic condition and is at risk for another chronic condition;

10.8.2.3 A member with one serious and persistent mental health condition;

10.8.2.4 A member living with HIV/AIDS;

10.8.2.5 A member who is a child in foster care; and

10.8.2.6 A member with intellectual or developmental disabilities.

10.8.3 The MCO shall reach out to members identified with special needs and their PCP to inform them of additional services and supports available to them through the MCO's special needs program.

10.9 Coordination and Integration with Social Services and Community Care

10.9.1 The MCO shall develop relationships that actively link members with other state, local, and community programs that may provide or assist with related health and social services to members, including not limited to:

10.9.1.1 Juvenile Justice and Adult Community Corrections

10.9.1.2 Locally administered programs including Women, Infants, and Children, Head Start Programs, Community Action Programs, local income and nutrition assistance programs, housing, etc.

10.9.1.3 Family Organizations, Youth Organizations, Consumer Organizations, and Faith Based Organizations

10.9.1.4 Public Health Agencies

10.9.1.5 Schools

10.9.1.6 Step 2 Programs and Services

10.9.1.7 The court system

11 EPSDT

11.1.1 The MCO shall provide Early Periodic Screening Diagnostic Treatment (EPSDT) services to members less than twenty-one (21) years of age in compliance with all requirements found below.

11.1.2 The MCO shall comply with sections 1902(a)(43) and 1905(a)(4)(B) and 1905(r) of the SSA and federal regulations at 42 CFR 441.50 that require

EPSDT services to include outreach and informing, screening, tracking, and, diagnostic and treatment services. The MCO shall comply with all EPSDT requirements pursuant to the New Hampshire Medicaid Rules.

11.1.3 The MCO shall develop an EPSDT Plan that includes written policies and procedures for conducting outreach and education, tracking and follow-up to ensure compliance with the EPSDT periodicity schedules. The EPSDT Plan shall emphasize outreach and compliance monitoring taking into account the multi-lingual, multi-cultural nature of the served population, as well as other unique characteristics of this population. The EPSDT Plan shall include procedures for follow-up of missed appointments, including missed referral appointments for problems identified through Health Check screens and exams and follow-up on any abnormal screening exams. The EPSDT Plan shall also include procedures for referral, tracking, and follow up for annual dental examinations and visits, upon receipt of dental claims information from DHHS. The EPSDT Plan shall consider and be consistent with current policy statements issued by the American Academy of Pediatrics and the American Academy of Pediatric Dentists to the extent that such policy statements relate to the role of the primary care provider in coordinating care for infants, children and adolescents. The MCO shall submit its EPSDT Plan to DHHS for review and approval ninety (90) days prior to program start and annually sixty (60) calendar days prior to the first day of each Agreement year.

11.1.4 The MCO shall ensure providers perform a full EPSDT visit according to the periodic schedule approved by DHHS and the American Academy of Pediatrics periodicity schedule. The visit shall include a comprehensive history, unclothed physical examination, appropriate immunizations, lead screening and testing per CMS requirements §1902(a)(43) of the SSA, §1905(a)(4)(B) of the SSA and 42 CFR 441.50-.62, and health education/anticipatory guidance. All five (5) components shall be performed for the visit to be considered an EPSDT visit.

12 Behavioral Health

12.1.1 This section applies to individuals who have been determined to be eligible for community mental health services based on diagnosis, level of impairment and the requirements outlined in N.H. code of Administrative Rules, chapter He-M 401.

12.1.1.1 Community mental health services shall be provided in accordance with the NH Medicaid State Plan, He-M 426, He-M 408 and all other applicable state and federal regulations.

12.1.1.2 All clinicians providing community mental health services are subject to the requirements of He-M 426 and any other applicable state and federal regulations.

12.1.2 All other behavioral health services shall be provided to all NH Medicaid-eligible recipients in accordance with the NH Medicaid State Plan.

12.1.3 The MCO shall employ a trauma informed care model for community mental health services, as defined by SAMHSA, with a thorough assessment of an individual's trauma history in the initial intake evaluation and subsequent evaluations to inform the development of an individualized service plan, pursuant to He-M 401, that will effectively address the individual's trauma history.

12.1.4 The MCO shall offer provider contracts to New Hampshire's Community Mental Health Centers (CMHCs) that take into account the reasonable costs incurred by the Centers to provide services to Medicaid eligible clients. In the event that any CMHC declines to participate or fails to meet participation requirements, the MCO shall notify DHHS and shall implement action steps to designate a community mental health program to provide services in the designated community mental health services region. The community mental health services regions are defined in He-M 425.

12.1.4.1 The MCO shall make every effort to maintain continuity of care for existing clients at their local community mental health center.

12.1.4.2 In the event that an alternative community mental health program is established, subject to the approval of DHHS, a transition plan shall be implemented subject to the current requirements outlined in He-M 403.

12.1.4.3 The designation process for a new community mental health program is subject to State Administrative Rule He-M 403.

12.1.5 State Administrative Rule He-M 426, Community Mental Health Services, details the services available to adults with a severe mental illness and children with serious emotional disturbance. The MCO shall, at a minimum, make these services available to all members determined eligible for community mental health services under State Administrative Rule He-M 401.

12.1.5.1 The MCO shall be required to continue the implementation of evidence based practices across the entire service delivery system.

12.1.5.2 Behavioral Health Services shall be recovery and resiliency oriented, based on SAMHSA's definition of recovery and resiliency.

12.1.5.3 The MCO shall ensure that community mental health services are delivered in the least restrictive community based environment, based on a person-centered approach, where the member and their family's personal goals and needs are considered central in the development of the individualized service plans.

12.1.5.4 The MCO shall ensure that community mental health services to individuals who are homeless continue to be prioritized and made available to those individuals.

12.1.5.5 The MCO shall maintain or increase the ratio of community based to office based services for each region in the State, as specified in He-M 425, to be greater than or equal to the regional current percentage or 50%, whichever is greater.

12.1.5.6 The Department of Health and Human Services will issue a list of covered office and community based services annually, by

procedure code, that are used to determine the ratio outlined in 12.1.5.5.

12.1.5.7 The MCO shall submit a written report to the Department of Health and Human Services every six (6) months, by region, of the ratio of community based services to office based services.

12.1.6 The MCO shall ensure that all clinicians who provide community mental health services meet the requirements in He-M 401 and He-M 426 and are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) and the Adult Needs and Strengths Assessment (ANSA).

12.1.6.1 Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120 days of implementation by the Department of Health and Human Services of a web-based training and certification system.

12.1.6.1.1 The CANS and the ANSA assessment shall be completed by the community mental health program no later than the first member annual review following clinician certification to utilize the CANS and the ANSA.

12.1.6.1.2 The community mental health long term care eligibility tool, specified in He-M 401, and in effect on January 1, 2012 shall continue to be utilized by a clinician until such time as the Department of Health and Human Services implements web-based access to the CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the member annual review date has passed.

12.1.6.2 The CANS and the ANSA assessment shall be completed at least every ninety (90) calendar days to document progress towards goals and objectives and any continued need for CMH services.

12.1.6.2.1 Documentation of the review shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.

12.1.6.2.2 The CANS and the ANSA shall be utilized to assist the clinician and the MCO in developing an individualized, person-centered treatment plan, with measurable outcomes to drive future modifications to the individualized service plan.

12.1.7 The MCO shall ensure that community mental health service providers operate in a manner that enables the State to meet its obligations under Title II of the Americans with Disabilities Act, with particular attention to the "integration mandate" contained in 28 CFR 35.130(d).

12.1.8 The MCO shall continue the implementation of New Hampshire's 10-year Olmstead Plan, as updated from time to time, Addressing the Critical Mental Health Needs of New Hampshire's Citizens: A Strategy for Restoration.

12.1.8.1 The MCO shall include in its Program Management Plan the MCO's focus on the following programs and services:
- 12.1.8.1.1 Assertive Community Treatment Teams in regions not currently covered by ACT.
- 12.1.8.1.2 Community Residential capacity.
- 12.1.8.1.3 New and innovative interventions that will reduce admissions and readmissions to New Hampshire Hospital and increase community tenure for adults with a severe mental illness and children with a serious emotional disturbance.

12.1.9 The Department of Health and Human Services will lead regional planning activities in each community mental health region to develop and refine community mental health services in New Hampshire. The MCO shall support and actively participate in these activities.
- 12.1.9.1 The focus of the regional planning process will be on reducing the need for inpatient care and emergency department utilization, and on increasing community tenure.

12.1.10 The MCO shall develop a Training Plan each year of the Agreement for how it will support the New Hampshire community mental health service system's effort to hire and train qualified staff. The MCO shall submit this Training Plan to DHHS sixty (60) days prior to program start and annually ninety (90) days prior to beginning of each Agreement year.
- 12.1.10.1 The MCO shall submit a report summarizing what training was provided, a copy of the agenda for each training, a participant registration list for each CMHC and a summary, for each training provided, of the evaluations done by program participants, within ninety (90) calendar days of the conclusion of each Agreement year.
- 12.1.10.2 As part of that Training Plan, the MCO shall promote provider competence and opportunities for skill-enhancement through training opportunities and consultation, either through the MCO or other consultants with expertise in the area focused on through the training.
- 12.1.10.3 The MCO Training Plan outlined in 12.1.10.1 shall be designed to sustain and expand the use of the Evidence Based Practices of Illness Management and Recovery (IMR), Evidence Based Supported Employment (EBSE), Trauma Focused Cognitive Behavioral Therapy (TF-CBT), Dialectical Behavior Treatment (DBT) and Assertive Community Treatment (ACT), and to improve NH's penetration rates for Illness Management and Recovery (IMR) and Supported Employment, by 2% each year of the Agreement. The baseline measure for penetration rates shall be the NH submission to the SAMHSA Uniform Reporting System for 2011.
- 12.1.10.4 The MCO shall offer a minimum of 2 hours of training each year to all community mental health center staff on suicide risk

assessment, suicide prevention and post intervention strategies in keeping with the State's objective of reducing the number of suicides in New Hampshire.

12.1.10.5 The MCO shall submit an annual report no later than ninety (90) calendar days following the close of the fiscal year with a summary of the trainings provided, a list of attendees from each community mental health program, and the proposed training for the next fiscal year.

12.1.11 The MCO shall ensure, through its contracts with local providers, that regionally based crisis lines and Emergency Services as defined in He-M 403 and He-M 426 are in place 24 hours a day/ 7 days a week for individuals in crisis. These crisis lines and Emergency Services Teams shall employ clinicians who are trained in managing crisis intervention calls and who have access to a clinician available to evaluate the member on a face-to-face basis in the community to address the crisis and evaluate the need for hospitalization.

12.1.11.1 The MCO shall develop a written proposal within six (6) months from signing this Agreement, for review and approval by DHHS, for new, innovative and cost effective models of providing crisis and emergency response services that will provide the maximum clinical benefit to the consumer while also meeting the State's objectives in reducing admissions and increasing community tenure.

12.1.12 The MCO shall develop policies governing the coordination of care with primary care providers and community mental health programs. These policies shall be submitted to DHHS for review and approval ninety (90) calendar days prior to the beginning of each Agreement year, including Year 1.

12.1.12.1 The MCO shall ensure that there is coordination between the primary care provider and the community mental health program.

12.1.12.2 The MCO shall ensure that both the primary care provider and community mental health program request written consent from the member to release information to coordinate care regarding mental health services or substance abuse services or both, and primary care.

12.1.12.2.1 The MCO shall require, through its contracts with providers, documentation of all instances in which consent was not given, and if possible the reason why, and submit this report to DHHS no later than sixty (60) calendar days following the end of the fiscal year.

12.1.13 The MCO shall ensure integrated care coordination by requiring that providers accept all referrals for its members from the MCO that result from a court order or a request from DHHS. The MCO shall be required to pay for these Medicaid State Plan services for these members

12.1.14 The MCO shall pay for all NH Medicaid State Plan services for its members so long as ordered to be provided by the Mental Health Court.

12.1.15 The MCO shall develop a collaborative agreement with New Hampshire Hospital, the State of New Hampshire's state operated inpatient psychiatric facility. This collaborative agreement subject to the approval of DHHS shall at a minimum address the Americans with Disabilities Act requirement that individuals be served in the most integrated setting appropriate to their needs, include the responsibilities of the community mental health program network in order to ensure a seamless transition of care upon admission and discharge to the community, and detail information sharing and collaboration between the MCO and New Hampshire Hospital.

12.1.15.1 It is the policy of the State to decrease discharges from inpatient care at New Hampshire Hospital to homeless shelters and to ensure the inclusion of an appropriate living situation as an integral part of all discharge planning from New Hampshire Hospital. The MCO shall utilize the collaborative agreement to track any discharges that the MCO, through its provider network, was unable to place into the community and who instead were discharged to a shelter or into homelessness. The MCO shall submit a report to the Department of Health and Human Services, quarterly, detailing the reasons why members were placed into homelessness and include efforts made by the MCO to arrange appropriate placements.

12.1.16 The MCO shall designate a liaison with privileges, as required by New Hampshire Hospital, to continue the members care management activities, and assist in facilitating a coordinated discharge planning process for adults and children admitted to New Hampshire Hospital. Except for participation in the Administrative Review Committee, the liaison shall actively participate in New Hampshire Hospital treatment team meetings and discharge planning meetings to ensure that individuals receive treatment in the least restrictive environment complying with the Americans with Disabilities Act and other applicable federal and State regulations.

12.1.16.1 The liaison shall actively participate, and assist New Hampshire Hospital staff in the development of a written discharge plan within 24 hours of admission.

12.1.16.2 The MCO shall ensure that the final discharge plan shall be provided to the member and the members authorized representative prior to discharge.

12.1.16.3 The MCO shall make contact with the member, by telephone, within 3 days of discharge from New Hampshire Hospital in order to review the discharge plan, support the member in attending any scheduled follow-up appointments, support the continued taking of any medications prescribed, and answer any questions the member may have.

12.1.16.4 The MCO shall ensure an appointment with a community mental health program for the member is scheduled prior to discharge. Such appointment shall occur within seven (7) calendar days after discharge.

12.1.16.5 The MCO shall work with DHHS to review cases of members that New Hampshire Hospital has indicated a difficulty returning back to the community, identify barriers to discharge, and develop an appropriate transition plan back to the community.

12.1.16.6 The MCO shall establish a reduction in readmissions plan, subject to approval by DHHS, to monitor the 30-day and 180-day readmission rates to New Hampshire Hospital, review member specific data with each of the community mental health programs, and implement measurable strategies within 90 days of the execution of this Agreement to reduce 30-day and 180-day readmission. The MCO shall include benchmarks and reduction goals in the Program Management Plan.

12.1.17 The MCO shall continue to support and ensure that culturally and linguistically competent community mental health services currently provided for people who are deaf continue to be made available. These services shall be similar to services currently provided through the Deaf Services Team at Greater Nashua Mental Health Center.

13 Pharmacy Management

13.1.1 The MCO's formulary and pharmacy prior authorization criteria and other point of service edits, including but not limited to, prospective drug utilization review edits and dosage limits, shall be subject to DHHS approval, and in compliance with §1927 of the SSA. The MCO shall incorporate the New Hampshire Medicaid Preferred Drug List, as developed by DHHS, into its formulary. The MCO shall not include drugs by manufacturers not enrolled in the OBRA 90 Medicaid rebate program on its formulary without DHHS consent.

13.1.2 The MCO shall submit its policies and procedures related to its maintenance drug policy, specialty pharmacy programs, and any new pharmacy service program proposed by the MCO to DHHS for its approval.

13.1.3 The MCO shall submit the items described in 13.1.1 and 13.1.2 to DHHS for approval sixty (60) calendar days prior to the program start date of Step 1.

13.1.4 Any modifications to items listed in 13.1.1 and 13.1.2 shall be submitted for approval at least sixty (60) calendar days prior to the proposed effective date of the modification.

13.1.5 The MCO shall notify members and providers of any modifications to items listed in 13.1.1 and 13.1.2 thirty (30) calendar days prior to the modification effective date.

13.1.6 Implementation of a modification shall not commence prior to DHHS approval.

13.1.7 DHHS approved pharmacy prior authorizations in place at the time a member transitions from FFS to an MCO shall be honored for a maximum of ninety (90) calendar days. The MCO shall also, in the member handbook, provide information to members regarding prior authorization in the event the member chooses to transfer to another MCO.

13.1.8 The MCO shall adjudicate pharmacy claims for its members utilizing a point of service (POS) system where appropriate. System modifications, including but not limited to systems maintenance, software upgrades, implementation of International Classification of Diseases- 10 (ICD-10) code sets, and NDC code sets or migrations to new versions of National Council for Prescription Drug Programs (NCPDP) transactions shall be updated and maintained to current industry standards. The MCO shall provide an automated decision during the POS transaction in accordance with NCPDP mandated response times with ninety-five percent (95%) of electronic system transactions completing in less than one (1) second.

13.1.9 In accordance with Section 1927 (d)(5)(A and B) of the Social Security Act, the MCO shall respond by telephone or other telecommunication device within twenty-four (24) hours of a request for prior authorization and reimburse for the dispensing of at least a seventy-two (72) hour supply of a covered outpatient prescription drug in an emergency situation.

13.1.10 The MCO shall develop or participate in other state of New Hampshire pharmacy related quality improvement initiatives. At minimum, the MCO shall routinely monitor and address:

13.1.10.1 Polypharmacy (physical health and behavioral health medications)

13.1.10.2 Adherence to the appropriate use of maintenance medications, such as the elimination of gaps in refills

13.1.10.3 The appropriate use of behavioral health medications in children by encouraging the use of and reimbursing for consultations with child psychiatrists

13.1.11 In accordance with changes to rebate collection processes in the Patient Protection and Affordable Care Act (PPACA), DHHS will be responsible for collecting OBRA 90 (CMS) rebates from drug manufacturers on MCO pharmacy claims. The MCO shall provide all necessary pharmacy encounter data to the State to support the rebate billing process.

13.1.12 The MCO shall work cooperatively with the State to ensure that all data needed for the collection of CMS and supplemental rebates by the State's pharmacy benefit administrator is delivered in a comprehensive and timely manner, inclusive of any payments made for members for medications covered by other payers.

14 Member Enrollment and Disenrollment

14.1 Eligibility

14.1.1 The State has sole authority to determine whether an individual meets the eligibility criteria for Medicaid as well as whether he/she will be enrolled in the Care Management program. The State shall maintain its current responsibility for determining member eligibility. The MCO shall comply with eligibility decisions made by DHHS.

14.1.2 The MCO shall ensure that ninety-five percent (95%) of transfers of eligibility files are incorporated and updated within twenty-four (24) hours after

successful receipt of data. Data received Monday-Friday is to be uploaded Tuesday-Saturday between midnight and 8AM EST. The MCO shall develop a plan to ensure the provision of pharmacy benefits in the event the eligibility file is not successfully loaded by 10AM EST. The MCO shall make DHHS aware, within 24 hours, of unsuccessful uploads that go beyond 10AM EST.

14.1.3 The ASCX12 834 enrollment file will limit enrollment history to eligibility spans reflective of any assignment of the member with the MCO.

14.1.4 To ensure appropriate continuity of care, DHHS will provide up to two (2) years (as available) medical, pharmacy and behavioral health claims history data for all fee-for-service Medicaid beneficiaries assigned to MCO. For Members transitioning from another MCO, DHHS will also provide such claims data, supplementing as necessary from encounter information.

14.2 Relationship with Enrollment Services

14.2.1 DHHS or its designee shall be responsible for member enrollment and passing that information along to the MCO for plan enrollment [42 CFR 438.6(d)(2)].

14.2.2 The MCO shall accept individuals into its plan from DHHS or its designee in the order in which they apply without restriction, (unless authorized by the regional administrator), up to the limits set in this Agreement [42 CFR 438.6(d)(1)].

14.2.3 The MCO shall furnish information to DHHS or its designee so that it may comply with the information requirements of 42 CFR 438.10 to ensure that, before enrolling, the recipient receives, from the entity or the State, the accurate oral and written information he or she needs to make an informed decision on whether to enroll [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; State Medicaid Manual (SMM) 2090.1; SMM 2101].

14.2.4 The MCO shall provide information, within five (5) business days, to DHHS or its designee that allows for a determination of a possible change in eligibility of members (for example, those who have died, been incarcerated, or moved out-of-state).

14.3 Enrollment

14.3.1 The MCO shall accept members who choose to enroll in the MCO:

- 14.3.1.1 During the initial enrollment period;
- 14.3.1.2 During an annual enrollment period; or
- 14.3.1.3 If the member requests to be assigned to the same plan in which another family member is currently enrolled.

14.3.2 The MCO shall accept for automatic re-enrollment members who were disenrolled due to a loss of Medicaid eligibility for a period of two (2) months or less.

14.3.3 The MCO shall accept members who have been auto-assigned by DHHS to the MCO.

14.3.4 The MCO shall accept members who are auto-assigned to another MCO but have an established relationship with a primary care provider that is not in the network of the auto-assigned MCO. The member can request enrollment any time during the first twelve (12) months of auto-assignment.

14.4 Auto-Assignment

14.4.1 DHHS will use the following auto-assignment methodology in the first year of the program:

14.4.1.1 DHHS will review fee for service claims data to determine if the member had a usual provider of primary care services. If that provider is only under contract with a single MCO, the member will be assigned to that MCO, if the provider is under contract with more than one MCO or no usual source of primary care can be determined the following algorithm will be used, the MCO with the highest technical score will be assigned 50% of the auto-assigned members. The sample algorithm is outlined below:

14.4.1.1.1 The MCO with the highest technical score will be assigned the first member

14.4.1.1.2 The MCO with the second highest technical score will be assigned the next member

14.4.1.1.3 The MCO with the highest technical score will be assigned the next member

14.4.1.1.4 The MCO with the third highest technical score will be assigned the next member

14.4.1.2 The algorithm will be used until all members are assigned.

14.4.2 DHHS reserves the right to change the auto assignment process at its discretion.

14.4.3 DHHS may also revise its auto-assignment methodology during the Contract Period for new Medicaid Members who do not select an MCO (Default Members). The new assignment methodology would reward those MCOs that demonstrate superior performance and/or improvement on one or more key dimensions of performance. In establishing assignment methodology, DHHS will employ a subset of the quality performance indicators. At present, DHHS intends to recognize those MCOs that perform favorably on selected performance indicators by disproportionately assigning Default Members to that MCO.

14.5 Disenrollment

14.5.1 Disenrollment provisions apply to all members, regardless of whether the member is mandatory or voluntary [42 CFR 438.56(a); SMD letter 01/21/98].

14.5.2 A member may request disenrollment with cause at any time when:

14.5.2.1 The member moves out of state

14.5.2.2 The member needs related services to be performed at the same time; not all related services are available within the network; and

receiving the services separately would subject the member to unnecessary risk

14.5.2.3 Other reasons, including but not limited to, lack of access to services covered under the Agreement, violation of rights, or lack of access to providers experienced in dealing with the member's health care needs [42 CFR 438.56(d)(2)]

14.5.3 Without cause, at the following times:

14.5.3.1 During the ninety (90) days following the date of the member's initial enrollment with the MCO or the date that DHHS (or its agent) sends the member notice of the enrollment, whichever is later

14.5.3.2 For members who are auto-assigned to a MCO and who have an established relationship with a primary care provider that is only in the network of a non-assigned MCO, the member can request disenrollment during the first twelve (12) months of enrollment at any time

14.5.3.3 Any time for members who enroll on a voluntary basis

14.5.3.4 During open enrollment every twelve (12) months

14.5.3.5 For sixty (60) calendar days following an automatic reenrollment if the temporary loss of Medicaid eligibility has caused the member to miss the annual enrollment/disenrollment opportunity (This provision applies to re-determinations only and does not apply when a member is completing a new application for Medicaid eligibility)

14.5.3.6 When DHHS imposes the intermediate sanction on the MCO specified in 42 CFR 438.702(a)(3) [§1932(a)(4)(A) of the SSA; §1932(e)(2)(C) of the SSA; 42 CFR 438.56(c)(1); 438.56(c)(2)(i), (ii), (iii), and (iv); 42 CFR 438.702(a)(3); SMD letter 02/20/98; SMD letter 01/21/98]

14.5.4 The MCO shall provide members and their representatives with written notice of disenrollment rights at least sixty (60) calendar days before the start of each re-enrollment period.

14.5.5 If a member is requesting disenrollment, the member (or his or her representative) shall submit an oral or written request to DHHS or its agent.

14.5.6 The MCO shall furnish all relevant information to DHHS for its determination regarding disenrollment, within three (3) business days after receipt of DHHS' request for information.

14.5.7 The MCO shall submit involuntary disenrollment requests to DHHS with proper documentation for the following reasons [42 CFR 438.56(b)(1); SMM 2090.12]:

14.5.7.1 Member has established out of state residence;

14.5.7.2 Member death;

14.5.7.3 Determination that the member is ineligible for enrollment based on the criteria specified in this Agreement regarding excluded populations; or

14.5.7.4 Fraudulent use of the member ID card

14.5.8 The MCO shall not request disenrollment of a member for any reason not permitted in this Agreement [42 CFR 438.56(b)(3)].

14.5.9 The MCO shall not request disenrollment because of an adverse change in the member's health status, or because of the member's utilization of medical services, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs (except when his or her continued enrollment in the MCO seriously impairs the entity's ability to furnish services to either this particular member or other members) or abuse of substances, prescribed or illicit, and any legal consequences resulting from substance abuse. [42 CFR 438.56(b)(2)].

14.5.10 The MCO may request disenrollment in the event of threatening or abusive behavior that jeopardizes the health or safety of members, staff, or providers.

14.5.11 If an MCO is requesting disenrollment of a member, the MCO shall:

14.5.11.1 Specify the reasons for the requested disenrollment of the member

14.5.11.2 Submit a request for involuntary disenrollment to DHHS (or its agent) along with documentation and justification, for review and approval

14.5.12 Regardless of the reason for disenrollment, the effective date of an approved disenrollment shall be no later than the first day of the second month following the month in which the member or the MCO files the request. If DHHS fails to make a disenrollment determination within this specified timeframe, the disenrollment is considered approved [42 CFR 438.56(e)(1) and (2); 42 CFR 438.56(d)(3)(ii); SMM 2090.6; SMM 2090.11].

14.5.13 DHHS (or its agent) shall provide for automatic re-enrollment of a member who is disenrolled solely because he or she loses Medicaid eligibility for a period of two (2) months or less [42 CFR 438.56(g)].

15 Member Services

15.1 Member Information

15.1.1 The MCO shall maintain a Member Services Department to assist members and their family members, guardians or other authorized individuals in obtaining covered services under the Care Management program.

15.1.2 The MCO shall have in place a mechanism to help members and potential members understand the requirement and benefits of the plan [42 CFR 438.10(b)(3)].

15.1.3 The MCO shall make a welcome call to each new member within thirty (30) days of the member's enrollment in the MCO. A minimum of three (3) attempts should be made at various times of the day. The welcome call shall at a minimum:

15.1.3.1 Confirm the member's Primary Care Physician (PCP) selection;

15.1.3.2 Include a brief health risk assessment;

15.1.3.3 Screen for special needs and /or services of the member; and

15.1.3.4 Answer any other member questions about the MCO and ensure that members can access information in their preferred language.

15.1.4 The MCO shall send a letter to a member upon initial enrollment, and anytime the member requests a new Primary Care Physician (PCP), confirming the member's PCP and providing the PCP's name address and telephone number.

15.1.5 The MCO shall issue an Identification Card (ID Card) to all new members within ten (10) calendar days following the MCO's receipt of a valid enrollment file from DHHS, but no later than seven (7) calendar days after the effective date of enrollment. The ID Card shall include, but is not limited to, the following information and any additional information shall be approved by DHHS prior to use on the ID card:

- 15.1.5.1 The member's name;
- 15.1.5.2 The member's date of birth;
- 15.1.5.3 The member's Medicaid program number;
- 15.1.5.4 The effective date of the PCP assignment;
- 15.1.5.5 The name of the MCO; and
- 15.1.5.6 The 24 hour, 7 day a week toll-free Member Services telephone/hotline number operated by the MCO.

15.1.6 The MCO shall reissue a Member ID card if:

- 15.1.6.1 A member reports a lost card;
- 15.1.6.2 A member has a name change;
- 15.1.6.3 Any other reason that results in a change to the information disclosed on the ID card.

15.1.7 The MCO shall publish member information in the form of a member handbook available at the time of member enrollment in the plan.

15.1.8 The MCO shall provide program content that is coordinated and collaborative with other DHHS initiatives.

15.1.9 The MCO shall submit the member handbook to DHHS for approval at the time it is developed and after any substantive revisions, prior to publication and distribution. The MCO shall develop and submit to DHHS the draft member handbook for approval thirty (30) days after contract effective date or ninety (90) calendar days prior to the Program start date for Step 1, whichever is later.

15.1.10 Pursuant to the requirements set forth in 42 CFR 438.10, the Member Handbook shall include, in easily understood language, but not be limited to:

- 15.1.10.1 A table of contents;
- 15.1.10.2 Information about the role of the primary care provider (PCP);
- 15.1.10.3 Information about choosing a PCP;
- 15.1.10.4 Appointment procedures;
- 15.1.10.5 Information on benefits and services, including a description of all available benefits and services;
- 15.1.10.6 Information on how to access services, including EPSDT services, non-emergency transportation services, and maternity and family planning services;
- 15.1.10.7 An explanation of any service limitations or exclusions from coverage;

15.1.10.8 A notice stating that the MCO shall be liable only for those services authorized by or required of the health plan;
15.1.10.9 Information on where and how members may access benefits not available from or not covered by the MCO;
15.1.10.10 The Medical Necessity definition used in determining whether services will be covered;
15.1.10.11 A description of all pre-certification, prior authorization, or other requirements for treatments and services;
15.1.10.12 The policy on referrals for specialty care and for other covered services not furnished by the member's PCP;
15.1.10.13 Information on how to obtain services when the member is out of the State and for after-hours coverage;
15.1.10.14 Cost-sharing requirements;
15.1.10.15 Notice of all appropriate mailing addresses and telephone numbers to be utilized by members seeking information or authorization, including an inclusion of the MCO's toll-free telephone line and website;
15.1.10.16 A description of Utilization Review policies and procedures used by the MCO;
15.1.10.17 A description of member rights and responsibilities ;
15.1.10.18 The policies and procedures for disenrollment;
15.1.10.19 Information on Advance Directives;
15.1.10.20 A statement that additional information, including information on the structure and operation of the MCO plan and provider incentive plans, shall be made available upon request;
15.1.10.21 Member rights and protections;
15.1.10.22 Information on the Grievance System in a DHHS-approved description, including information specified in 42 CFR 438.10(g)(1); and
15.1.10.23 Member's right to a second opinion from a qualified health care professional within the network, or one outside the network arranged by the MCO at no cost to the member. [42 CFR 438.206(b)(3)].

15.1.11 The MCO shall produce a revised member handbook, or an insert informing members of changes to covered services, upon DHHS notification of any change in covered services, and at least thirty (30) calendar days prior to the effective date of such change. In addition to changes to documentation, the MCO shall notify all existing members of the covered services changes at least thirty (30) calendar days prior to the effective date of such changes.

15.1.12 The MCO shall mail the handbook to new members within ten (10) calendar days following the MCO's receipt of a valid enrollment file from DHHS, but no later than seven (7) calendar days after the effective date of enrollment. [42 CFR 438.10(f)(3)]

15.1.13 The MCO shall notify all enrollees of their disenrollment rights, at a minimum, annually. [42 CFR 438.10 (f)(1)]

15.1.14 The MCO shall notify all enrollees, at least once a year, of their right to obtain a Member Handbook and shall maintain consistent and up-to-date information on the plan's website. [42 CFR 438.10(f)(2)]

15.1.15 The member information appearing on the website shall include the following, at a minimum:

15.1.15.1 Information contained in the Member Handbook

15.1.15.2 The following information on the MCO's provider network:

15.1.15.2.1 Names, locations, office hours, telephone numbers of, and non-English languages spoken by current contracted providers, including identification of providers that are not accepting new patients. This shall include, at a minimum; information on PCPs, specialists, Family Planning Providers, dentists, pharmacies, Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs), Mental Health and Substance Abuse Providers, and hospitals.

15.1.15.2.2 Any restrictions on the member's freedom of choice among network providers

15.1.16 For any change that affects member rights, filing requirements, time frames for grievances, appeals, and State fair hearing, availability of assistance in submitting grievances and appeals, and toll-free numbers of the MCO grievance system resources, the MCO shall give each member written notice of the change at least thirty (30) days before the intended effective date of the change.

15.1.17 The MCO shall submit a copy of all information intended for members to DHHS for approval two (2) weeks prior to distribution.

15.2 Language and Format of Member Information

15.2.1 The MCO shall develop all member materials at or below a sixth (6th) grade reading level, as measured by the appropriate score on the Flesch reading ease test.

15.2.2 The MCO shall provide all enrollment notices, information materials, and instructional materials relating to members and potential members in a manner and format that may be easily understood [42 CFR 438.10(b)(1) / SMD Letter 2/20/98].

15.2.3 The MCO's written materials shall be developed to meet all applicable Cultural Considerations requirements in Section 16 so that they are communicated in an easily understood language and format, including alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example, are visually limited or have limited reading proficiency. The MCO shall inform members that information is available in alternative formats and how to access those formats [42 CFR 438.10(d)(1)(i); 42CFR 438.10(d)(1)(ii) and (2)].

15.2.4 The MCO shall make all written member information available in English, Spanish, and the commonly encountered languages of New Hampshire. The

MCO shall also make oral interpretation services available free of charge to each member or potential member. This applies to all non-English languages, not just those that DHHS identifies as languages of other Major Population Groups. The beneficiary shall not to be charged for interpretation services. The MCO shall notify members that oral interpretation is available for any language and written information is available in prevalent languages and how to access those services [42 CFR 438.10(c)(3), (4), and (5)].

15.3 Member Rights

15.3.1 The MCO shall have written policies which shall be included in the member handbook and posted on the MCO website regarding member rights [42 CFR 438.100] including:

15.3.1.1 Each managed care member is guaranteed the right to be treated with respect and with due consideration for his or her dignity and privacy;

15.3.1.2 Each managed care member is guaranteed the right to receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand;

15.3.1.3 Each managed care member is guaranteed the right to participate in decisions regarding his/her health care, including the right to refuse treatment;

15.3.1.4 Each managed care member is guaranteed the right to be free from any form of restrain or seclusion used as a means of coercion, discipline, convenience, or retaliation;

15.3.1.5 Each managed care member is guaranteed the right to request and receive a copy of his/her medical records, and to request that they be amended or corrected, as specified in 45 CFR part 164 42 CFR 438.100; and

15.3.1.6 Each managed care member has a right to a second opinion. [42 CFR 438.206].

15.3.2 Each member is free to exercise his/her rights, and that the MCO shall assure that the exercise of those rights shall not adversely affect the way the MCO and its providers or DHHS treat the member [42 CFR 438.100(c)].

15.4 Member Call Center

15.4.1 The MCO shall operate a New Hampshire specific call center to handle member inquiries.

15.4.2 At a minimum, the call center shall be operational:

15.4.2.1 Two days per week: 8:00 am EST to 5:00 pm EST

15.4.2.2 Three days per week: 8:00 am EST to 8:00 pm EST

15.4.3 The member call center shall meet the following minimum standards, but DHHS reserves the right to modify standards:

15.4.3.1 Call Abandonment Rate: Fewer than five percent (5%) of calls will be abandoned

15.4.3.2 Average Speed of Answer: Ninety percent (90%) of calls will be answered with live voice within thirty (30) seconds

15.4.3.3 Voicemail messages shall be responded to no later than the next business day

15.4.4 The MCO shall develop a means of coordinating its call center with the DHHS Medicaid member services call center.

15.4.5 The MCO shall develop a warm transfer protocol for members who may call the incorrect call center to speak to the correct representative and provide monthly reports to DHHS on the number of warm transfers made and the program to which the member was transferred.

15.5 Member Information Line

15.5.1 The MCO shall establish a member hotline that shall be an automated system that operates outside of the call center standard hours, Monday through Friday, and at all hours on weekends and holidays.

15.5.2 The automated system shall provide callers with operating instructions on what to do and who to call in case of an emergency, and shall also include, at a minimum, a voice mailbox for callers to leave messages.

15.5.3 The MCO shall ensure that the voice mailbox has adequate capacity to receive all messages.

15.5.4 A representative of the MCO shall return messages no later than the next business day.

15.6 Marketing

15.6.1 The MCO shall not, directly or indirectly, conduct door-to-door, telephonic, or other cold call marketing to potential members [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101].

15.6.2 The MCO shall submit all MCO marketing material to DHHS for approval before distribution [§1932(d)(2)(A)(1) of the SSA; 42 CFR 438.104(b)(1)(i); SMD letter 12/30/97]. DHHS will identify any required changes to the marketing materials within fifteen (15) Business Days. If DHHS has not responded to a request for review by the fifteenth (15th) Business Day, the MCO may proceed to use the submitted materials.

15.6.3 The MCO shall comply with federal requirements for provision of information that ensures the potential member is provided with accurate oral and written information sufficient to make an informed decision on whether or not to enroll.

15.6.4 The MCO marketing materials shall not contain false or materially misleading information.

15.6.5 The MCO shall not offer other insurance products as inducement to enroll.

15.6.6 The MCO shall ensure that marketing, including plans and materials, is accurate and does not mislead, confuse, or defraud the recipients of DHHS [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR

438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101].

15.6.7 The MCO's marketing materials shall not contain any written or oral assertions or statements that:

15.6.7.1 The recipient must enroll in the MCO in order to obtain benefits or in order not to lose benefits

15.6.7.2 That the MCO is endorsed by CMS, the Federal or State government, or similar entity [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101]

15.6.8 The MCO shall distribute marketing materials to the entire state in accordance with the MCO's approved Communication Plan and in compliance with §1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1 and SMM 2101.

15.6.9 The MCO's marketing materials shall not seek to influence enrollment in conjunction with the sale or offering of any private insurance [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101].

15.7 Member Engagement Strategy

15.7.1 The MCO shall develop and facilitate an active member advisory board that is composed of members who represent its member population. Representation on the consumer advisory board shall draw from and be reflective of the MCO membership to ensure accurate and timely feedback on the care management program. The advisory board shall meet at least quarterly. The advisory board shall meet in-person and provide a member perspective to influence the MCO's quality improvement program, program changes and decisions. All costs related to the member advisory board shall be the responsibility of the MCO.

15.7.2 The MCO shall hold in-person regional member meetings for two-way communication where members can provide input and ask questions and the MCO can ask questions and obtain feedback from members. Regional meetings shall be held at least twice each Agreement year. The MCO shall make efforts to provide video conferencing opportunities for members to attend the regional meetings.

15.7.3 The MCO shall conduct a member satisfaction survey at least annually in accordance with National Committee for Quality Assurance (NCQA) Consumer Assessment of Health Plan Survey (CAHPS) requirements to gain a broader perspective of member opinions. The MCO survey instrument is

subject to DHHS approval. The results of these surveys shall be made available to DHHS to be measured against criteria established by DHHS, and to the MCO's membership [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208; 42 CFR 422.210; 42 CFR 438.10(f)(6); 42 CFR 438.10(g); 42 CFR 438.6(h)].

15.8 Provider Directory

15.8.1 The MCO shall publish a Provider Directory that shall be approved by DHHS prior to publication and distribution. The MCO shall submit the draft directory and all substantive changes to DHHS for approval.

15.8.2 The Provider Directory shall include names, locations, office hours, and telephone numbers of, and non-English language spoken by, current contracted providers. This shall include, at a minimum; information on PCPs, specialists, Family Planning Providers, dentists, pharmacies, Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs), Mental Health and Substance Abuse Providers, and hospitals.

15.8.3 The Provider Directory shall provide all information according to the requirements of 42 CFR 438.10(f)(5) and 42 CFR 438.10(f)(6).

15.8.4 The MCO shall send a letter to new members within ten (10) calendar days following the MCO's receipt of a valid enrollment file from DHHS, but no later than seven (7) calendar days after the effective date of enrollment directing the member to the Provider Directory on the MCO's website and informing the member of the right to a printed version of provider directory information upon request. [42 CFR 438.10(f)(3)]

15.8.5 The MCO shall notify all members, at least once a year, of their right to obtain a Provider Directory and shall maintain consistent and up-to-date information on the plan's website. [42 CFR 438.10(f)(2)]

15.8.6 The MCO shall post on its website a searchable list of all contracted providers. At a minimum, this list shall be searchable by provider name, specialty, and location.

15.8.7 Thirty (30) days after contract effective date or ninety (90) calendar days prior to the Program start date, whichever is later, the MCO shall develop and submit the draft Provider Directory template to DHHS for approval and sixty (60) calendar days prior to the Program start date the MCO shall submit the final provider directory.

15.9 Program Website

15.9.1 The MCO shall develop and maintain, consistent with DHHS standards and other applicable Federal and State laws, a website to provide general information about the MCO's program, its provider network, the member handbook, its member services, and its grievance and appeals process.

15.9.2 The MCO shall update the Provider Directory on its website within seven (7) calendar days of any changes.

15.9.3 The MCO shall maintain an updated list of participating providers on its website in a Provider Directory. The directory shall be updated monthly, as new providers are added or removed from the network. The Provider

Directory shall identify all providers, including primary care, specialty care, behavioral health, substance abuse, home health, home care, rehabilitation, hospital, and other providers, and include the following information for each provider:

15.9.3.1 Address of all practice/facility locations;
15.9.3.2 Hospital affiliations, if applicable;
15.9.3.3 Open/close status for MCO members;
15.9.3.4 Languages spoken in each provider location;
15.9.3.5 Medical Specialty; and
15.9.3.6 Board certification, when applicable.

15.9.4 The MCO program content included on the website shall be:

15.9.4.1 Written in English, Spanish, and any other of the commonly encountered languages in the State;
15.9.4.2 Culturally appropriate;
15.9.4.3 Written for understanding at the 6th grade reading level; and
15.9.4.4 Geared to the health needs of the enrolled MCO program population.

15.9.5 The MCO's NH Medicaid Care management website shall be compliant with the Federal Department of Justice "Accessibility of State and Local Government Websites to people with disabilities".

16 Cultural Considerations

16.1.1 In accordance with 42 CFR 438.206, the MCO shall have a comprehensive written Cultural Competency Plan describing how the MCO shall ensure that services are provided in a culturally competent manner to all Medicaid members, including those with limited English proficiency. The Cultural Competency Plan shall describe how the providers, individuals, and systems within the health plan will effectively provide services to people of all cultures, races, ethnic backgrounds, and religions in a manner that recognizes values, affirms and respects the worth of the individual members, and protects and preserves the dignity of each. The MCO shall work with DHHS Office of Minority Heath & Refugee affairs and the New Hampshire Medical Society to address cultural considerations as defined in the section.

16.1.2 The MCO shall participate in efforts to promote the delivery of services in a culturally competent manner to all members and their families, including those with limited English proficiency and diverse cultural and ethnic backgrounds. [42 CFR 438.206(c)(2)]

16.1.3 The MCO shall develop appropriate methods of communicating and working with its members who do not speak English as a first language, as well as members who are visually and hearing impaired, and accommodating members with physical and cognitive disabilities and different literacy levels, learning styles, and capabilities.

16.1.4 The MCO shall develop appropriate methods for identifying and tracking members' needs for communication assistance for health encounters including

preferred spoken language for health encounters, need for interpreter, and preferred language for written health information.

16.1.5 The MCO shall collect data regarding member's race, ethnicity, and spoken and written language in accordance with the current best practice standards from the Office of Management and Budget and/or the 2011 final standards for data collection as required by Section 4302 of the Affordable Care Act from the federal Department of Health and Human Services.

16.1.6 The MCO shall not use children to provide interpretation services.

16.1.7 If the member declines offered free interpretation services, there must be a process in place for informing the member of the potential consequences of declination with the assistance of a competent interpreter to assure the member's understanding, as well as a process to document the member's declination. Interpreter services must be re-offered at every new contact. Every declination requires new documentation of the offer and decline.

16.1.8 The MCO shall respect members whose lifestyle or customs may differ from those of the majority of members.

16.1.9 The MCO shall ensure in-person or telephonic interpreter services are available to any member who requests them, regardless of the prevalence of the member's language within the overall program for all health plan and MCO services exclusive of inpatient services.

16.1.10 The MCO shall bear the cost of interpretive services, including American Sign Language (ASL) interpreters and translation into Braille materials available to hearing- and vision-impaired members.

16.1.11 The Member Handbook shall include information on the availability of oral and interpretive services.

16.1.12 The MCO shall communicate in ways that can be understood by persons who are not literate in English or their native language. Accommodations may include the use of audio-visual presentations or other formats that can effectively convey information and its importance to the member's health and health care.

16.1.13 MCO shall comply with current National Standards on Cultural and Linguistically Appropriate Services (CLAS) as described below and the enhanced CLAS Standards when they become available:

16.1.13.1 The MCO shall ensure that members receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.

16.1.13.2 The MCO shall implement strategies to recruit, retain, and promote at all levels of the MCO a diverse staff and leadership that are representative of the demographic characteristics of the service area.

16.1.13.3 The MCO shall ensure that staff, at all levels and across all disciplines, receive ongoing education and training in culturally and linguistically appropriate service delivery.

16.1.13.4 The MCO shall offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each member with limited English proficiency at all points of contact, in a timely manner, during all hours of operation.

16.1.13.5 The MCO shall provide to members, in their preferred language, both verbal offers and written notices informing them of their right to receive language assistance services.

16.1.13.6 The MCO shall assure the competence of language assistance provided by interpreters and bilingual staff to members who have limited English proficiency. Family and friends should not be used to provide interpretation services (except on request by the member).

16.1.13.7 The MCO shall make available easily understood member-related materials and post signage in the commonly encountered languages spoken in New Hampshire.

16.1.13.8 The MCO shall develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

16.1.13.9 The MCO shall conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

16.1.13.10 The MCO shall ensure that data on the individual member's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

16.1.13.11 The MCO shall maintain a current demographic, cultural, and epidemiological profile of the community, as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

16.1.13.12 The MCO shall develop participatory, collaborative partnerships that utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

16.1.13.13 The MCO shall ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by members.

16.1.13.14 The MCO is encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in NH communities about the availability of this information.

17 Grievances and Appeals

17.1 General Requirements

17.1.1 The MCO shall develop, implement and maintain a Grievance System under which Medicaid members, or providers acting on their behalf, may challenge the denial of coverage of, or payment for, medical assistance and which includes a grievance process, an appeal process, and access to the State's fair hearing system. The MCO shall ensure that the Grievance System is in compliance with 42 CFR 438 Subpart F, and N.H. Code of Administrative Rules, Chapter He-C 200 Rules of Practice and Procedure.

17.1.2 The MCO shall provide to DHHS a complete description, in writing and including all of its policies, procedures, notices and forms, of its proposed Grievance System for DHHS' review and approval prior to the first readiness review. Any proposed changes to the Grievance System must be approved by DHHS prior to implementation.

17.1.3 The Grievance System shall be responsive to any grievance or appeal of dual-eligible members. To the extent such grievance or appeal is related to a Medicaid service, the MCO shall handle the grievance or appeal in accord with this Agreement. In the event the MCO, after review, determines that the dual-eligible members grievance or appeal is solely related to a Medicare service, the MCO shall refer the member to the State's SHIP program, which is currently administered by Service Link Aging and Disability Resource Center.

17.1.4 The MCO shall be responsible for ensuring that the Grievance System (grievance process, appeal process, and access to the State's fair hearing system) complies with the following general requirements. The MCO must:

- 17.1.4.1 Give members any reasonable assistance in completing forms and other procedural steps. This includes, but is not limited to providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
- 17.1.4.2 Acknowledge receipt of each grievance and appeal.
- 17.1.4.3 Ensure that decision makers on grievances and appeals were not involved in previous levels of review or decision making; and
  - 17.1.4.3.1 If deciding any of the following, the decision makers are health care professionals with clinical expertise in treating the member's condition or disease:
    - 17.1.4.3.2 An appeal of a denial based on lack of medical necessity;
    - 17.1.4.3.3 A grievance regarding denial of expedited resolutions of an appeal; or
    - 17.1.4.3.4 A grievance or appeal that involves clinical issues.

17.1.5 The MCO shall send written notice to members and providers of any changes to the Grievance System at least thirty (30) calendar days prior to implementation.

17.1.6 The MCO shall provide information as specified in 42 CFR § 438.10(g)(1) about the Grievance System to providers and subcontractors at the time they enter into a contact or subcontract. The information shall include, but is not limited to:

17.1.6.1 The member's right (or provider acting on their behalf) to a State fair hearing, how to obtain a hearing, and the rules that govern representation at a hearing;

17.1.6.2 The member's right to file grievances and appeals and their requirements and timeframes for filing;

17.1.6.3 The availability of assistance with filing;

17.1.6.4 The toll-free numbers to file oral grievances and appeals;

17.1.6.5 The member's right to request continuation of benefits during an appeal or State fair hearing filing and, if the MCO's action is upheld in a hearing, that the member may be liable for the cost of any continued benefits; and

17.1.6.6 Any State-determined provider appeal rights to challenge the failure of the MCO to cover a service.

17.1.7 The MCO shall make available training to providers in supporting and assisting members in the Grievance System.

17.1.8 The MCO shall maintain records of grievances and appeals, including all matters handled by delegated entities, for a period not less than seven (7) years. At a minimum, such records shall include a general description of the reason for the grievance or appeal, the name of the member, the dates of the grievance or appeal, and the date of resolution.

17.1.9 The MCO shall provide a report of all actions, grievances, and appeals, including all matters handled by delegated entities, to DHHS on a quarterly basis.

17.1.10 The MCO shall review Grievance System information as part of the State quality strategy and in accord with this Agreement and 42 CFR 438.204. The MCO shall make such information available to the State upon request.

17.2 Grievance Process

17.2.1 The MCO shall develop, implement, and maintain a grievance process that establishes the procedure for addressing member grievances and which is in compliance with 42 CFR 438 Subpart F and this Agreement.

17.2.2 The grievance process shall address member's expression of dissatisfaction with any aspect of their care other than the appeal of actions. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights.

17.2.3 Members who believe that their rights established by RSA 135-C:56-57 or He-M 309 have been violated, may file a complaint with the MCO in accordance with He-M 204.

17.2.4 The MCO shall have policies and procedures addressing the grievance process, which comply with the requirements of this Agreement. The MCO shall submit in advance to DHHS for its review and approval, all grievance process policies and procedures and related notices to members regarding the grievance process. Any proposed changes to the grievance process must be approved by DHHS prior to implementation.

17.2.5 The MCO shall allow a member or the member's authorized representative to file a grievance with the MCO either orally or in writing.

17.2.6 The MCO shall complete the disposition of a grievance and provide notice to the affected parties as expeditiously as the member's health condition requires, but not later than forty-five (45) calendar days from the day the MCO receives the grievance.

17.2.7 The MCO shall notify members of the disposition of grievances. The notification may be orally or in writing for grievances not involving clinical issues. Notices of disposition for clinical issues must be in writing.

17.2.8 Members shall not have the right to a State fair hearing in regard to the disposition of a grievance.

17.3 Appeal Process

17.3.1 The MCO shall develop, implement, and maintain an appeal process that establishes the procedure for addressing member requests for review of any action taken by the MCO and which is in compliance with 42 CFR 438 Subpart F and this Agreement.

17.3.2 The MCO shall allow a member, the member's authorized representative, or a provider acting on behalf of the member and with the member's written consent, to file an appeal of any MCO action.

17.3.3 The MCO shall include as parties to the appeal, the member and the member's authorized representative, or the legal representative of the deceased member's estate.

17.3.4 For appeals of standard service authorization decisions, the MCO shall allow a member to file an appeal, either orally or in writing, within thirty (30) calendar days of the date on the MCO's notice of action. This shall also apply to a member's request for an expedited appeal.

17.3.5 The MCO shall ensure that oral inquires seeking to appeal an action are treated as appeals and confirm those inquires in writing, unless the member or the provider requests expedited resolution. An oral request for an appeal must be followed by a written and signed appeal request unless the request is for an expedited resolution.

17.3.6 If DHHS receives a request to appeal an action of the MCO, DHHS will forward relevant information to the MCO and the MCO will contact the member and acknowledge receipt of the appeal.

17.3.7 The MCO shall ensure that any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less

than requested, must be made by a health care professional who has appropriate clinical expertise in treating the member's condition or disease.

17.3.8 The MCO shall allow the member a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing. The MCO shall inform the member of the limited time available for this in the case of expedited resolution.

17.3.9 The MCO shall provide the member and the member's representative opportunity, before and during the appeals process, to examine the member's case file, including medical records, and any other documents and records considered during the appeal process.

17.3.10 The MCO shall resolve at least ninety-eight percent (98%) of member appeals within 30 calendar days from the date the appeal was filed with the MCO

17.4 Actions

17.4.1 The MCO shall allow for the appeal of any action taken by the MCO. Actions shall include, but are not limited to the following:

17.4.1.1 Denial or limited authorization of a requested service, including the type or level of service;

17.4.1.2 Reduction, suspension, or termination of a previously authorized service;

17.4.1.3 Denial, in whole or in part, of payment for a service;

17.4.1.4 Failure to provide services in a timely manner, as defined by the State;

17.4.1.5 Untimely service authorizations;

17.4.1.6 Failure of the MCO to act within the timeframes set forth in this Agreement or as required under 42 CFR 438 Subpart F and this Agreement; and

17.4.1.7 At such times, if any, that DHHS has an Agreement with fewer than two (2) MCOs, for a rural area resident with only one MCO, the denial of a member's request to obtain services outside the network, in accord with 42 CFR 438.52(b)(2)(ii).

17.5 Expedited Appeal

17.5.1 The MCO shall develop, implement, and maintain an expedited appeal review process for appeals when the MCO determines, as the result of a request from the member, or a provider request on the member's behalf or supporting the member's request, that taking the time for a standard resolution could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function.

17.5.1.1 The MCO shall make a decision on the member's request for expedited appeal and provide notice, as expeditiously as the member's health condition requires, within three (3) calendar days after the MCO receives the appeal. The MCO shall also make reasonable efforts to provide oral notice.

17.5.1.2 The MCO shall ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's appeal.

17.5.1.3 If the MCO denies a request for expedited resolution of an appeal, it shall transfer the appeal to the timeframe for standard resolution and make reasonable efforts to give the member prompt oral notice of the denial, and follow up within two (2) calendar days with a written notice.

17.5.1.4 The member has a right to file a grievance regarding the MCOs denial of a request for expedited resolution. The MCO shall inform the member of his/her right to file a grievance in the notice of denial.

17.6 Content of Notices

17.6.1 The MCO shall notify the requesting provider, and give the member written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. Such notice must meet the requirements of 42 CFR 438.404, except that the notice to the provider need not be in writing.

17.6.2 Each notice of adverse action shall conform with 42 CFR 431.210, contain and explain:

17.6.2.1 The action the MCO or its subcontractor has taken or intends to take;

17.6.2.2 The reasons for the action;

17.6.2.3 The member's or the provider's right to file an appeal;

17.6.2.4 Procedures for exercising member's rights to appeal or grieve;

17.6.2.5 Circumstances under which expedited resolution is available and how to request it;

17.6.2.6 The member's rights to have benefits continue pending the resolution of the appeal, how to request that benefits be continued, and the circumstances under which the member may be required to pay the costs of these continued benefits.

17.6.3 The MCO shall ensure that all notices of adverse action be in writing and must meet the following language and format requirements:

17.6.3.1 Written notice must be translated for the individuals who speak one of the commonly encountered languages spoken in New Hampshire (as defined by the State per 42 CFR 438.10(c)).

17.6.3.2 Notice must include language clarifying that oral interpretation is available for all languages and how to access it.

17.6.3.3 Notices must use easily understood language and format, and must be available in alternative formats, and in an appropriate manner that takes into consideration those with special needs. All members and potential members must be informed that information is available in alternative formats and how to access those formats.

17.7 Timing of Notices

17.7.1 Termination, suspension or reduction of services - The MCO shall provide members written notice at least ten (10) calendar days before the date of action when the action is a termination, suspension, or reduction of previously authorized Medicaid covered services, except the period of advance notice shall be five (5) calendar days in cases where the MCO has verified facts that the action should be taken because of probable fraud by the member.

17.7.2 Denial of payment - The MCO shall provide members written notice on the date of action when the action is a denial of payment.

17.7.3 Standard service authorization denial - The MCO shall provide members written notice as expeditiously as the member's health condition requires and not to exceed fourteen (14) calendar days following a request for initial and continuing authorizations of services, except an extension of up to an additional fourteen (14) calendar days is permissible, if:

17.7.3.1 The member or the provider requests the extension; or

17.7.3.2 The MCO justifies a need for additional information and how the extension is in the member's interest.

17.7.3.3 When the MCO extends the timeframe, the MCO must give the member written notice of the reason for the decision to extend the timeframe and inform the member of the right to file a grievance if he or she disagrees with that decision. Under such circumstance, the MCO must issue and carry out its determination as expeditiously as the member's health condition requires and no later than the date the extension expires.

17.7.4 Expedited process - For cases in which a provider indicates, or the MCO determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function, the MCO must make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later than three (3) business days after receipt of the request for service.

17.7.4.1 The MCO may extend the three (3) business days time period by up to fourteen (14) calendar days if the member requests an extension, or if the MCO justifies a need for additional information and how the extension is in the member's interest.

17.7.5 Untimely service authorizations - The MCO must provide notice on the date that the timeframes expire when service authorization decisions are not reached within the timeframes for either standard or expedited service authorizations.

17.8 Continuation of Benefits

17.8.1 The MCO shall continue the member's benefits if:

17.8.1.1 The appeal is filed timely, meaning on or before the later of the following:

17.8.1.1.1 Within 10 days of the MCO mailing the notice of action.
17.8.1.1.2 The intended effective date of the MCO's proposed action.
17.8.1.2 The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment;
17.8.1.3 The services was ordered by an authorized provider;
17.8.1.4 The authorization period has not expired; and
17.8.1.5 The member requests extension of benefits.

17.8.2 If the MCO continues or reinstates the member's benefits while the appeal is pending, the benefits must be continued until one of the following occurs:
17.8.2.1 The member withdraws the appeal.
17.8.2.2 The member does not request a State fair hearing within 10 days from when the MCO mails an adverse MCO decision.
17.8.2.3 A State fair hearing decision adverse to the member is made; or
17.8.2.4 The authorization expires or authorization service limits are met.

17.8.3 If the final resolution of the appeal upholds the MCO's action, the MCO may recover from the member the amount paid for the services provided to the member while the appeal was pending, to the extent that they were provided solely because of the requirement for continuation of services.

17.9 Resolution of Appeals

17.9.1 The MCO shall resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within the following timeframes:
17.9.1.1 For standard resolution of appeals and for appeals for termination, suspension, or reduction of previously authorized services a decision must be made within thirty (30) calendar days after receipt of the appeal, unless the MCO notifies the member that an extension is necessary to complete the appeal.
17.9.1.2 The MCO may extend the timeframes up to fourteen (14) calendar days if:
17.9.1.2.1 The member requests an extension; or
17.9.1.2.2 The MCO shows that there is a need for additional information and the MCO shows that the extension is in the member's best interest.
17.9.1.3 For expedited resolution of appeals, including notice to the affected parties, the MCO shall resolve within three (3) calendar days after the MCO receives the appeal. This timeframe may not be extended.
17.9.1.4 Under no circumstances may the MCO extend the appeal determination beyond forty-five (45) calendar days from the day the MCO receives the appeal request.

17.9.2 The MCO shall provide written notice of the resolution of the appeal, which shall include the date completed and reasons for the determination in easily, understood language.

17.9.3 The MCO shall include a written statement, in simple language, of the clinical rationale for the decision, including how the requesting provider or member may obtain the Utilization Management clinical review or decision-making criteria.

17.9.4 For notice of an expedited resolution, the MCO shall make reasonable efforts to provide oral notice.

17.9.5 For appeals not resolved wholly in favor of the member, the notice shall:

17.9.5.1 Include information on the member's right to request a State fair hearing,

17.9.5.2 How to request a State fair hearing,

17.9.5.3 Include information on the member's right to receive services while the hearing is pending and how to make the request, and

17.9.5.4 Inform the member that the member may be held liable for the amount the MCO pays for services received while the hearing is pending, if the hearing decision upholds the MCO's action.

17.10 State Fair Hearing

17.10.1 The MCO shall inform members and providers regarding the State fair hearing process, including but not limited to, members right to a State fair hearing and how to obtain a State fair hearing in accordance with it's informing requirements under this Agreement and as required under 42 CFR 438 Subpart F.

17.10.2 The MCO shall ensure that members are informed, at a minimum, of the following:

17.10.2.1 That members must exhaust all levels of resolution and appeal within the MCO's Grievance System prior to filing a request for a State fair hearing with DHHS.

17.10.2.2 That if a member does not agree with the MCO's resolution of the appeal, the member may file a request for a State fair hearing within thirty (30) calendar days of the date on the MCO's notice of the resolution of the appeal.

17.10.3 If the member requests a fair hearing, the MCO shall provide to DHHS and the member, upon request, and within three (3) business days, all MCO-held documentation related to the appeal, including but not limited to, any transcript(s), records, or written decision(s) from participating providers or delegated entities.

17.10.4 The MCO shall provide all necessary support to DHHS in the State fair hearing process and participate upon DHHS request in State fair hearing proceedings, including but not limited to providing supporting documentation, affidavits, and providing the Medical Director or other staff as appropriate and as requested by the State to testify at State fair hearings at no additional cost. In the event the State fair hearing decision is appealed, the MCO shall continue to provide all necessary support to DHHS for the duration of the appeal at no additional cost.

17.10.5 DHHS shall notify the MCO of State fair hearing determinations. The MCO shall be bound by the fair hearing determination, whether or not the State fair hearing determination upholds the MCO's decision.

17.11 Effect of Adverse Decisions of Appeals and Hearings

17.11.1 If the MCO or DHHS reverses a decision to deny, limit, or delay services that were not provided while the appeal or State fair hearing were pending, the MCO shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires.

17.11.2 If the MCO or DHHS reverses a decision to deny authorization of services, and the member received the disputed services while the appeal or State fair hearing were pending, the MCO shall pay for those services.

17.12 Survival

17.12.1 The obligations of the MCO pursuant to Section 17 to fully resolve all grievances and appeals including, but not limited to, providing DHHS with all necessary support and providing a Medical Director or similarly qualified staff to provide evidence and testify at proceedings until final resolution of any grievance or appeal shall survive the termination of this Agreement.

18 Access

18.1 Network

18.1.1 The MCO's network shall have providers in sufficient numbers, and with sufficient capacity and expertise for all covered services and for timely provision of services and reasonable choice by members to meet their needs.

18.1.2 The MCO shall submit documentation to DHHS to demonstrate that it maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area [42 CFR 438.207(b)]

18.1.3 At the time it enters into an Agreement with DHHS

- 18.1.3.1 At the second readiness review prior to the Program start date
- 18.1.3.2 Thirty (30) days prior to the beginning of each new Agreement year
- 18.1.3.3 At any time there has been a significant change (as defined by DHHS) in the entity's operations that would affect adequate capacity and services, including but not limited to:
  - 18.1.3.3.1 Changes in services, benefits, geographic service area, or payments
  - 18.1.3.3.2 Enrollment of a new population in the MCO [42 CFR 438.207(c)]

18.1.4 The MCO shall be subject to annual, external independent reviews of the timeliness of, and access to the services covered under this Agreement [42 CFR 438.204].

18.2 Geographic Distance

18.2.1 The MCO shall meet the following geographic access standards for all members, in addition to maintaining in its network a sufficient number of providers to provide all services to its members.

	Statewide
PCPs	Two (2) within forty (40) minutes or fifteen (15) miles
Specialists	One (1) within sixty (60) minutes or forty-five (45) miles
Hospitals	One (1) within sixty (60) minutes or forty-five (45) miles
Mental Health Providers	One (1) within forty-five (45) minutes or twenty-five (25) miles
Pharmacies	One (1) within forty-five (45) minutes or fifteen (15) miles
Tertiary or Specialized services (Trauma, Neonatal, etc.)	One within one hundred twenty (120) minutes or eighty (80) miles

NH Ins 2701.06 Standards for Geographic Accessibility

18.2.2 The MCO may request exceptions from these standards after demonstrating its efforts to create a sufficient network of providers to meet these standards. DHHS reserves the right at its discretion to approve or disapprove these requests, approval shall not be unreasonably withheld.

18.2.2.1 Should the MCO, after good faith negotiations, be unable to create a sufficient number of providers to meet the geographic and timely access to service delivery standards, and should the MCO be unable, after good faith negotiations with the help of DHHS, continue to be unable to meet geographic and timely access to service delivery standards, then for a period of up to 60 days after start date Section 32.7.1 shall not apply.

18.2.2.2 Except for the provisions of 18.2.2.1, should the MCO, after good faith negotiations, be unable to create a sufficient number of providers to meet the geographic and timely access to service delivery standards, and should the MCO be unable, after good faith negotiations with the help of DHHS, continue to be unable to meet geographic and timely access to service delivery standards

DHHS may, at its discretion, provide temporary exemption to the MCO from Section 32.7.1.

18.2.2.3 At any time the provisions of this section may apply, the MCO will work with DHHS to ensure that members have access to needed services.

18.2.3 The MCO shall ensure that an adequate number of participating physicians have admitting privileges at participating acute care hospitals in the provider network to ensure that necessary admissions can be made.

18.3 Timely Access to Service Delivery

18.3.1 The MCO shall make services available for members twenty-four (24) hours a day, seven (7) days a week, when medically necessary [42 CFR 438.206(c)(1)(iii)].

18.3.2 The MCO shall require that all network providers offer hours of operation that are no less than the hours of operation offered to commercial and FFS patients. [42 CFR 438.206(c)(1)(ii)].

18.3.3 The MCO shall encourage its PCPs to offer after-hours office care in the evenings and on weekends.

18.3.4 The MCO's network shall meet the following minimum timely access to service delivery standards [42 CFR 438.206(c)(1)(i)]

18.3.4.1 Health care services shall be made accessible on a timely basis in accordance with medically appropriate guidelines consistent with generally accepted standards of care.

18.3.4.2 The MCO shall have in its network the capacity to ensure that waiting times for appointments do not exceed the following:

18.3.4.2.1 Transitional healthcare by a provider shall be available from a primary, specialty, or approved community mental health provider for clinical assessment and care planning within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program.

18.3.4.2.2 Transitional home care shall be available with a home care nurse or a registered counselor within two (2) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program, if ordered by the member's primary care or specialty care provider or as part of the discharge plan.

18.3.4.2.3 Non-symptomatic (i.e., preventive care) office visits shall be available from the member's PCP or another provider within thirty (30) calendar days. A non-symptomatic office visit may include, but is not limited to, well/preventive care such as physical examinations,

annual gynecological examinations, or child and adult immunizations.

18.3.4.2.4 Non-urgent, symptomatic (i.e., routine care) office visits shall be available from the member's PCP or another provider within ten (10) calendar days. A non-urgent, symptomatic office visit is associated with the presentation of medical signs not requiring immediate attention.

18.3.4.2.5 Urgent, symptomatic office visits shall be available from the member's PCP or another provider within forty-eight (48) hours. An urgent, symptomatic visit is associated with the presentation of medical signs that require immediate attention, but are not life threatening and don't meet the definition of Emergency Medical Condition.

18.3.4.2.6 Emergency medical and psychiatric care shall be available twenty-four (24) hours per day, seven (7) days per week.

18.3.4.2.7 Behavioral health care shall be available as follows:

18.3.4.2.8 care within 6 hours for a non-life threatening emergency;

18.3.4.2.9 care within 48 hours for urgent care; or

18.3.4.2.10 an appointment within 10 business days for a routine office visit.

18.3.5 The MCO shall regularly monitor its network to determine compliance with timely access and shall provide a quarterly report to DHHS documenting its compliance with 42 CFR 438.206(c)(1)(iv) and (v).

18.3.6 The MCO shall develop a Corrective Action Plan if there is a failure to comply with timely access provisions in this Agreement in compliance with 42 CFR 438.206(c)(1)(vi).

18.4 Women's Health

18.4.1 The MCO shall provide female members with direct access to a women's health specialist within the network for covered services necessary to provide women's routine and preventive health care services. This is in addition to the member's designated source of primary care if that source is not a women's health specialist [42 CFR 438.206(b)(2)].

18.4.2 The MCO shall provide access to family planning services to members without the need for a referral or prior-authorization. Additionally, members shall be able to access these services by providers whether they are in or out of the MCO's network.

18.4.2.1 Family Planning Services shall include, but not be limited to, the following:

18.4.2.1.1 Consultation with trained personnel regarding family planning, contraceptive procedures, immunizations, and sexually transmitted diseases

18.4.2.1.2 Distribution of literature relating to family planning, contraceptive procedures, and sexually transmitted diseases

18.4.2.1.3 Provision of contraceptive procedures and contraceptive supplies by those qualified to do so under the laws of the State in which services are provided

18.4.2.1.4 Referral of members to physicians or health agencies for consultation, examination, tests, medical treatment and prescription for the purposes of family-planning, contraceptive procedures, and treatment of sexually transmitted diseases, as indicated

18.4.2.1.5 Immunization services where medically indicated and linked to sexually transmitted diseases including but not limited to Hepatitis B and chlamydia immunizations

18.4.2.2 Enrollment in the MCO shall not restrict the choice of the provider from whom the mernber may receive family planning services and supplies [42 CFR 431.51(b)(2)].

18.4.2.3 The MCO shall only provide for abortions in the following situations:

18.4.2.3.1 If the pregnancy is the result of an act of rape or incest; or

18.4.2.3.2 In the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed [42 CFR 441.202].

18.4.3 The MCO shall not provide abortions as a benefit, regardless or funding, for any reasons other than those identified in this Agreement [42 CFR 441.202].

18.5 Access to Special Services

18.5.1 The MCO shall ensure members have access to DHHS-designated Level I and Level II trauma centers within the State, or hospitals meeting the equivalent level of trauma care in the MCO's Service Area or in close proximity to such Service Area. The MCO shall have written out-of-network reimbursement arrangements with the DHHS-designated Level I and Level II trauma centers or hospitals meeting equivalent levels of trauma care if the MCO does not include such a trauma center in its network.

18.5.2 The MCO shall ensure accessibility to other specialty hospital services, including major burn care, organ transplantation, specialty pediatric care,

specialty out-patient centers for HIV/AIDS, sickle cell disease, hemophilia, and cranio-facial and congenital anomalies, and home health agencies, hospice programs, and licensed long term care facilities with Medicare-certified skilled nursing beds. To the extent that the above specialty services are available within New Hampshire, the plan shall not exclude New Hampshire providers from its network if the negotiated rates are commercially reasonable.

18.5.3 The MCO may offer such tertiary or specialized services at so-called "centers of excellence". The tertiary or specialized services shall be offered within the New England region, if available. The MCO shall not exclude New Hampshire providers of tertiary or specialized services from its network provided that the negotiated rates are commercially reasonable.

18.6 Out-of-Network Providers

18.6.1 If the MCO's network is unable to provide necessary medical services covered under the Agreement to a particular member, the MCO shall adequately and in a timely manner cover these services for the member through out-of-network sources [42 CFR 438.206(b)(4)]. The MCO shall inform the out-of-network provider that the member cannot be balance billed.

18.6.2 The MCO shall coordinate with out-of-network providers regarding payment. For payment to out-of-network, or non-participating providers, the following requirements apply:

18.6.2.1 If the MCO offers the service through an in-network provider(s), and the member chooses to access non-emergent services from an out-of-network provider, the MCO is not responsible for payment.

18.6.2.2 If the service is not available from an in-network provider and the member requires the service and is referred for treatment to an out-of-network provider, the payment amount is a matter between the MCO and the out-of-network provider.

18.6.3 The MCO shall ensure that cost to the member is no greater than it would be if the service were furnished within the network [42 CFR 438.206(b)(5)].

18.7 Second Opinion

18.7.1 The MCO shall provide for a second opinion from a qualified health care professional within the provider network, or arrange for the member to obtain one outside the network, at no greater cost to the member than allowed by DHHS [42 CFR 438.206(b)(3)]. The MCO shall clearly state its procedure for obtaining a second opinion in its Member Handbook.

18.8 Provider Choice

18.8.1 The MCO shall allow each member to choose his or her health professional to the extent possible and appropriate [42 CFR 438.6(m)].

19 Network Management

19.1.1 The MCO shall be responsible for developing and maintaining a statewide provider network that adequately meets all covered physical and behavioral health needs of the covered population in a manner that provides for coordination and collaboration among multiple providers and disciplines. In developing its network, the MCO shall consider the following:

- 19.1.1.1 Current and anticipated New Hampshire Medicaid enrollment
- 19.1.1.2 The expected utilization of services, taking into consideration the characteristics and health care needs of the covered New Hampshire population
- 19.1.1.3 The number and type (in terms of training and experience and specialization) of providers required to furnish the contracted services
- 19.1.1.4 The number of network providers not accepting new or any New Hampshire Medicaid patients
- 19.1.1.5 The geographic location of providers and members, considering distance, travel time, and the means of transportation ordinarily used by New Hampshire members
- 19.1.1.6 Accessibility of provider practices for members with disabilities [42 CFR 438.206(b)(1)]
- 19.1.1.7 Adequacy of the primary care network to offer each member a choice of at least two appropriate primary care providers that are accepting new Medicaid patients.
- 19.1.1.8 Required access standards identified in this Agreement

19.1.2 In developing its network, the MCO's provider selection policies and procedures shall not discriminate against providers that serve high-risk populations or specialize in conditions that require costly treatment [42 CFR 438.214(c)].

19.1.3 The MCO shall not employ or contract with providers excluded from participation in federal health care programs.

19.1.4 The MCO shall establish policies and procedures to monitor the adequacy, accessibility, and availability of its provider network to meet the needs of all members including those with limited English proficiency and those with unique cultural needs.

19.1.5 The MCO shall maintain an updated list of participating providers on it website in a Provider Directory, as specified in Section 15.9 of this Agreement.

19.2 Network Requirements

19.2.1 The MCO shall ensure its providers and subcontractors meet all state and federal eligibility criteria, reporting requirements, and any other applicable statutory rules and/or regulations related to this Agreement.

19.2.2 All providers shall be licensed and or certified in accordance with the laws of the state in which they provide the covered services for which the MCO is contracting with the provider, and not be under sanction or exclusion from the

Medicaid program. Providers shall also have a National Provider Identifier (NPI) in accordance with 45 CFR Part 162, Subpart D.

19.2.3 All providers in the MCO's network shall be enrolled as a New Hampshire Medicaid provider. DHHS will continue to be responsible for enrolling providers; however, the MCO shall assist providers with this process.

19.2.4 In all contracts with health care professionals, the MCO shall comply with requirements in 42 CFR 438.214 and RSA 420-J:4, which includes selection and retention of providers, credentialing and re-credentialing requirements, and non-discrimination (42 CFR 438.12(a)(2); 42 CFR 438.214].

19.2.5 The MCO shall not require a provider or provider group to enter into an exclusive contracting arrangement with the MCO as a condition for network participation.

19.2.6 The MCO's Agreement with health care providers shall be in writing, shall be in compliance with applicable federal and state laws and regulations, and shall include the requirements in this Agreement.

19.2.7 The MCO shall submit all model provider contracts to DHHS for review during the Readiness Review process. The MCO shall resubmit the model provider contracts any time it makes substantive modifications to such Agreements. DHHS retains the right to reject or require changes to any provider Agreement.

19.2.8 The MCO provider Agreement shall require providers in the MCO network to accept the member's Medicaid ID Card as proof of enrollment in the MCO until the member receives his/her MCO ID Card

19.2.9 The MCO shall maintain a provider relations presence in New Hampshire as approved by DHHS.

19.2.10 The MCO shall prepare and issue Provider Manual(s) to all Network Providers, including any necessary specialty manuals (e.g., behavioral health). For newly contracted providers, the MCO shall issue copies of the Provider Manual(s) no later than seven (7) calendar days after inclusion in the network. The provider manual shall be available on the web and updated no less than annually.

19.2.11 The MCO shall provide training to all providers and their staff regarding the requirements of this Agreement. The MCO's provider training shall be completed within thirty (30) calendar days of entering into a contract with a provider. The MCO shall provide ongoing training to new and existing providers as required by the MCO, or as required by DHHS.

19.2.12 Provider materials shall comply with state and federal laws and DHHS and NHID requirements. The MCO shall submit any provider training materials to DHHS for review and approval.

19.2.13 The MCO shall operate a toll-free telephone line for provider inquiries from 8 a.m. to 5 p.m. EST, Monday through Friday, except for State-approved holidays. The provider toll free line shall be staffed with personnel who are knowledgeable about the MCO's plan in New Hampshire.

19.2.14 The MCO shall maintain a Transition Plan providing for continuity of care in the event of Agreement termination, or modification limiting service to members, between the MCO and any of its contracted providers, or in the event of site closing(s) involving a primary care provider with more than one

location of service. The Transition Plan shall describe how members will be identified by the MCO and how continuity of care will be provided.

19.2.15 The MCO shall ensure that after regular business hours the provider inquiry line is answered by an automated system with the capability to provide callers with information regarding operating hours and instructions on how to verify enrollment for a member with an urgent medical or behavioral health condition or an emergency medical or behavioral health condition. The MCO shall have a process in place to handle after-hours inquiries from providers seeking to verify enrollment for a member with an urgent medical or behavioral health condition or an emergency medical or behavioral health condition, provided, however, that the MCO and its providers shall not require such verification prior to providing emergency services.

19.2.16 The MCO shall notify DHHS and affected current members in writing of a provider termination. The notice shall be provided by the earlier of: (1) fifteen (15) calendar days after the receipt or issuance of the termination notice, or (2) fifteen (15) calendar days prior to the effective date of the termination. Affected members include all members assigned to a PCP and/or all members who have been receiving ongoing care from the terminated provider. Within three (3) calendar days following the effective date of the termination the MCO shall have a Transition Plan in place for all affected members.

19.2.17 If a member is in a prior authorized ongoing course of treatment with a participating provider who becomes unavailable to continue to provide services, the MCO shall notify the member in writing within seven (7) calendar days from the date the MCO becomes aware of such unavailability and develop a Transition Plan for the affected members.

19.2.18 The MCO shall notify DHHS within seven (7) calendar days of any significant changes to the provider network. As part of the notice, the MCO shall submit a Transition Plan to DHHS to address continued member access to needed service and how the MCO will maintain compliance with its contractual obligations for member access to needed services. A significant change is defined as:

- 19.2.18.1 A decrease in the total number of PCPs by more than five percent (5%);
- 19.2.18.2 A loss of all providers in a specific specialty where another provider in that specialty is not available within sixty (60) minutes or forty-five (45) miles;
- 19.2.18.3 A loss of a hospital in an area where another contracted hospital of equal service ability is not available within forty-five (45) miles or sixty (60) minutes; or
- 19.2.18.4 Other adverse changes to the composition of the network, which impair or deny the members' adequate access to in-network providers.

19.2.19 The MCO may not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. If the MCO declines to include individual or groups of

providers in its network, the MCO shall give the affected providers written notice of the reason for its decision. [42 CFR 438.12(a)(1)].

19.2.20 The requirements in 42 CFR 438.12 (a) may not be construed to:

19.2.20.1 Require the MCO to contract with providers beyond the number necessary to meet the needs of its member;

19.2.20.2 Preclude the MCO from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

19.2.20.3 Preclude the MCO from establishing measures that are designed to maintain quality of services and control costs and is consistent with its responsibilities to members [42 CFR 438.12(a)(1); 42 CFR 438.12(b)(1)].

19.3 Provider Credentialing and Re-Credentialing

19.3.1 The MCO shall demonstrate to DHHS that its providers are credentialed according to the requirements of 42 CFR 438.206(b)(6) and He-M 403, and RSA 420-J:4.

19.3.2 The MCO shall have written policies and procedures to review, approve and periodically recertify the credentials of all participating physician and all other licensed providers who participate in the MCO's network [42 CFR 438.214(a); 42 CFR438.214(b) (1&2); RSA 420-J:4]. At a minimum, the scope and structure of a MCO's credentialing and re-credentialing processes shall be consistent with recognized MCO industry standards, such as those provided by NCQA and NHID, and relevant state and federal regulations relating to provider credentialing and notice. The MCO may subcontract with another entity to which it delegates such credentialing activities if such delegated credentialing is maintained in accordance with NCQA delegated credentialing requirements and any comparable requirements defined by DHHS.

19.3.3 The MCO shall ensure that credentialing of all service providers applying for network provider status shall be completed as follows: within thirty (30) calendar days for primary care providers; within forty-five (45) calendar days for specialists. [RSA 420-J:4). The start time begins when all necessary credentialing materials have been received. Completion time ends when written communication is mailed or faxed to the provider notifying the provider of the MCO's decision. For the first year of the Care Management Program, the MCO shall take steps to ensure that providers already enrolled in the New Hampshire Medicaid program are credentialed in a streamlined manner which minimizes the efforts needed by those providers to become credentialed by the MCO.

19.3.4 The re-credentialing process shall occur at least every three (3) years. The re-credentialing process shall take into consideration provider performance data including, but not be limited to: member complaints and appeals, quality of care, and appropriate utilization of services.

19.3.5 The MCO shall not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her

license or certification under applicable New Hampshire law, solely on the basis of that license or certification [42 CFR 438.12(a)(1); 42 CFR 438.214(c); SMD letter 02/20/98)].

19.3.6 The MCO shall maintain a policy that mandates board certification levels that, at a minimum, meets the 75th percentile rates indicated in NCQA standards (HEDIS Medicaid All Lines of Business National Board Certification Measures as published by NCQA in Quality Compass) for PCPs and specialty physicians in the provider network. The MCO shall make information on the percentage of board-certified PCPs in the provider network and the percentage of board-certified specialty physicians, by specialty, available to DHHS upon request.

19.3.7 The MCO shall provide that all laboratory testing sites providing services under this Agreement have either a Clinical Laboratory Improvement Act (CLIA) certificate or waiver of a certificate of registration along with a CLIA identification number [42 CFR 493.1 and 42 CFR 493.3].

19.3.8 The MCO shall not employ or contract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act [42 CFR 438.214(d)].

19.3.9 The MCO shall ensure that providers within their network meet Medicare certification prior to the start of the second Agreement year.

19.4 Provider Engagement

19.4.1 The MCO shall, at a minimum, develop and facilitate an active provider advisory board that is composed of a broad spectrum of provider types. Representation on the consumer advisory board shall draw from and be reflective of the MCO membership to ensure accurate and timely feedback on the care management program. This advisory board should meet face-to-face a minimum of four (4) times each Agreement year.

19.4.2 The MCO shall conduct a provider satisfaction survey, approved by DHHS and administered by a third party, on a statistically valid sample of each major provider type; PCP, specialists, hospitals, pharmacies, DME and Home Health providers. DHHS shall have input to the development of the survey. The survey shall be conducted semi-annually the first Agreement year and at least once an Agreement year thereafter to gain a broader perspective of provider opinions. The results of these surveys shall be made available to DHHS and measured against criteria established by DHHS, and published on the MCO's website.

19.5 Anti-Gag Clause for Providers

19.5.1 The MCO shall not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a member who is his or her patient:

19.5.2 For the member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered

19.5.3 For any information the member needs in order to decide among all relevant treatment options

19.5.4 For the risks, benefits, and consequences of treatment or non-treatment

19.5.5 For the member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions [§1923(b)(3)(D) of the SSA; 42 CFR 438.102(a)(1)(i), (ii), (iii), and (iv); SMD letter 2/20/98]

20 Quality Management

20.1.1 The MCO shall provide for the delivery of quality care with the primary goal of improving the health status of its members and, where the member's condition is not amenable to improvement, maintain the member's current health status by implementing measures to prevent any further decline in condition or deterioration of health status. The MCO shall work in collaboration with providers to actively improve the quality of care provided to members, consistent with the MCO's quality improvement goals and all other requirements of the Agreement. The MCO shall provide mechanisms for member advisory board and provider advisory board to actively participate into the MCO's quality improvement activities.

20.1.2 The MCO shall support and comply with the Quality Strategy for the New Hampshire Medicaid Care Management Program.

20.1.3 The MCO shall have an ongoing quality assessment and performance improvement program for the operations and the services it furnishes for members [42 CFR 438.240(a)(1); SMM 2091.7].

20.1.4 The MCO shall approach all clinical and non-clinical aspects of quality assessment and performance improvement based on principles of Continuous Quality Improvement (CQI)/Total Quality Management (TQM) and shall:

- 20.1.4.1 Evaluate performance using objective quality indicators and recognize that opportunities for improvement are unlimited;
- 20.1.4.2 Foster data-driven decision-making;
- 20.1.4.3 Solicit member and provider input on the prioritization and strategies for QAPI activities
- 20.1.4.4 Support continuous ongoing measurement of clinical and non-clinical effectiveness and member satisfaction
- 20.1.4.5 Support programmatic improvements of clinical and non-clinical processes based on findings from ongoing measurements; and
- 20.1.4.6 Support re-measurement of effectiveness and member satisfaction, and continued development and implementation of improvement interventions as appropriate

20.1.5 The MCO shall have mechanisms that detect both underutilization and overutilization of services [42 CFR 438.240(b)(3) and (4)].

20.1.6 The MCO shall develop, maintain, and operate a Quality Assessment and Performance Improvement (QAPI) Program consistent with the requirements of this Agreement. The MCOs shall also meet the requirements of 42 CFR 438.240 for the QAPI Program.

20.1.7 The MCO shall submit a QAPI Program Annual Summary in a format and timeframe specified by DHHS or its designee for its approval. The MCO shall keep participating physicians and other Network Providers informed and engaged in the QAPI Program and related activities. The MCO shall include in provider contracts a requirement securing cooperation with the QAPI.

20.1.8 The MCO shall maintain a well-defined QAPI structure that includes a planned systematic approach to improving clinical and non-clinical processes and outcomes. The MCO shall designate a senior executive responsible for the QAPI Program and the Medical Director shall have substantial involvement in QAPI Program activities. At a minimum, the MCO shall ensure that the QAPI Program structure:

20.1.8.1 Is organization-wide, with clear lines of accountability within the organization;

20.1.8.2 Includes a set of functions, roles, and responsibilities for the oversight of QAPI activities that are clearly defined and assigned to appropriate individuals, including physicians, other clinicians, and non-clinicians;

20.1.8.3 Includes annual objectives and/or goals for planned projects or activities including clinical and non-clinical programs or initiatives and measurement activities; and

20.1.8.4 Evaluates the effectiveness of clinical and non-clinical initiatives.

20.1.9 If the MCO sub-contracts any of the essential functions or reporting requirements contained within the QAPI Program to another entity, the MCO shall maintain detailed files documenting work performed by the sub-contractor. The file shall be available for review by DHHS or its designee upon request.

20.1.10 The MCO shall integrate behavioral health into its QAPI Program and include a systematic and ongoing process for monitoring, evaluating, and improving the quality and appropriateness of behavioral health services provided to members. The MCO shall collect data, and monitor and evaluate for improvements to both physical health outcomes and behavioral health outcomes resulting from the integration and coordination of physical and behavioral health services.

20.1.11 The MCO shall conduct a minimum of four (4) performance improvement projects per year that are designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical care and nonclinical care areas that are expected to have a favorable effect on health outcomes and member satisfaction. At least one of these projects shall have a behavioral health focus. The MCO shall report the status and results of each project to DHHS as requested. The performance improvement projects shall involve the following:

20.1.11.1 Measurement of performance using statistically valid, national recognized objective quality indicators

20.1.11.2 Implementation of system interventions to achieve improvement in quality

20.1.11.3 Evaluation of the effectiveness of the interventions

20.1.11.4 Planning and initiation of activities for increasing or sustaining improvement [42 CFR 438.240(b)(1); 42 CFR 438.240(d)(1)(2)]

20.1.12 Each performance improvement project shall be completed in a reasonable time period so as to generally allow information on the success of performance improvement projects in the aggregate to produce new information on quality of care every year [42 CFR 438.240(d)(2)].

20.1.13 The MCO shall have mechanisms to assess and report the quality and appropriateness of care furnished to members with special needs in order to identify any ongoing special conditions of a member that require a course of treatment or regular care monitoring [42 CFR 438.208(c)(2); 42 CFR 438.240(b)(3) and (4)].

20.1.14 The MCO's Medical Director and Quality Improvement Director will participate in quarterly Quality Improvement meetings with DHHS and the other MCOs contracted with DHHS to discuss quality related initiatives and how those initiatives could be coordinated across the MCOs.

20.2 Practice Guidelines and Standards

20.2.1 The MCO shall adopt evidence-based clinical practice guidelines built upon high quality data and strong evidence. Such practice guidelines shall consider the needs of the MCO's members, be adopted in consultation with Network Providers, and be reviewed and updated periodically, as appropriate.

20.2.2 The MCO shall develop practice guidelines based on the health needs and opportunities for improvement identified as part of the QAPI Program.

20.2.3 The MCO shall make practice guidelines available, including, but not limited to, the web, to all affected providers and, upon request, to members and potential members.

20.2.4 The MCO's decisions regarding utilization management, member education, and coverage of services shall be consistent with the MCO's clinical practice guidelines [42 CFR 438.236(d)].

20.3 External Quality Review Organization

20.3.1 The MCO shall collaborate with DHHS's External Quality Review Organization (EQRO) to develop studies, surveys, and other analytic activities to assess the quality of care and services provided to members and to identify opportunities for MCO improvement. To facilitate this process, the MCO shall supply data, including but not limited to claims data and medical records, to the EQRO.

20.4 Evaluation

20.4.1 The MCO shall prepare a written report within ninety (90) calendar days at the end of each Agreement year on the QAPI that describes:

20.4.1.1 Completed and ongoing Quality management activities, including all delegated functions

20.4.1.2 Performance trends on QAPI measures to assess performance in quality of care and quality of service

20.4.1.3 An analysis of whether there have been any demonstrated improvements in the quality of care or service

20.4.1.4 An evaluation of the overall effectiveness of the MCO's quality management program, including an analysis of barriers and recommendations for improvement

20.4.2 The annual evaluation report shall be reviewed and approved by the MCO's governing body and submitted to DHHS for review [42 CFR 438.240(e)(2)].

20.4.3 The MCO shall establish a mechanism for periodic reporting of QAPI activities to its governing body, practitioners, members, and appropriate MCO staff, as well as posted on the web. The MCO shall ensure that the findings, conclusions, recommendations, actions taken, and results of QM activity are documented and reported on a quarterly basis to DHHS and reviewed by the appropriate individuals within the organization.

20.5 Quality Measures

20.5.1 MCO shall report annually, according to industry/regulatory standard specifications, the following quality measure sets:

20.5.1.1 CMS CHIPRA Child Quality Measures

20.5.1.2 CMS Adult Quality Measures

20.5.1.3 NCQA Medicaid Accreditation HEDIS/CAHPS Measures

20.5.1.4 All available CAHPS measures and sections, including supplements, children with chronic conditions, and mobility impairment.

20.5.2 If additional measures are added to the NCQA or CMS measure sets, MCO shall include those new measures. For measures that are no longer part of the measures sets, DHHS may at its option continue to require those measures.

20.5.3 In addition MCO shall report annually other quality measures specified by DHHS in Exhibit O.

20.6 Performance Incentives

20.6.1 Each Agreement year DHHS will select four (4) measures to be included in the Quality Incentive Program (QIP). DHHS shall notify the MCO of the four (4) measures to be included in the QIP within three (3) months prior to the start of each contract year.

20.6.2 For each measure selected by DHHS for the QIP, the MCO will be eligible to receive up to one-quarter of the one percent (.25%) of the withheld amount pertaining to performance incentives as set forth in Section 29.2.9.

20.6.3 For each measure, DHHS will establish an improvement goal for which achievement of that goal will qualify the MCO for the incentive payment. The MCO will be eligible for a partial incentive payment for improved performance on that measure that does not fully meet the improvement goal.

20.6.4 If the MCO's performance on a measure chosen for the QIP declines below the specified baseline, the MCO will receive a further reduction of up to one-quarter of one percent (.25%) of the total capitation payment received by the

MCO in the year for which the measure was selected. The reduction is in addition to the withheld amount set forth in Section 29.2.9, and shall be withheld from any next payment due to the MCO.

20.6.5 For the first year of the Agreement year the following measures have been selected:

20.6.5.1 Adolescent Well Care visits (HEDIS Measure). The MCO will calculate this measure for the period July 1, 2012 through June 30, 2013.

20.6.5.1.1 The MCO will receive 0.125% of total capitation payments received during the first Agreement year if the Well Care visit measure exceeds fifty (50%) percent.

20.6.5.1.2 The MCO will receive 0.125% of total capitation payments received in the first Agreement year if the Well Care Visit measure exceeds fifty-five (55%) percent.

20.6.5.1.3 The MCO's baseline for this measure is 40%, the MCO will receive an additional reduction of 0.25% of total capitation payments received in the first Agreement year if the measure is less than forty (40%) percent.

20.6.5.2 Re-admissions to New Hampshire Hospital within 30 days and 180 days of discharge. The readmission rate baselines will be established for the MCO by NH DHHS within 30-days of the commencement of the contract, and will be based on the aggregate re-admission rates for the members enrolled in the plan for the prior fiscal year. Readmissions are included in the calculation regardless of whether they generate a paid claim transaction. NH DHHS will calculate the 30-day re-admission measure for the period August 1, 2012 through June 30, 2013, and the 180 day re-admission measure for the period September 1, 2012 – June 30,2013.

20.6.5.2.1 The MCO will receive 0.125% of total capitation payments if the 30 day re-admission rate declines by more than twenty (20) percent from the baseline.

20.6.5.2.2 The MCO will receive 0.0625% of the total capitation payments if the 30 day re-admission rate declines by more than ten (10) percent and less than twenty (20) percent from the baseline.

20.6.5.2.3 The MCO will receive 0.125% of total capitation payments if the 180 day re-admission rate declines by more than twenty (20) percent from the baseline.

20.6.5.2.4 The MCO will receive 0.0625% of the total capitation payments if the 180 day re-admission rate declines by more than ten (10) percent and less than twenty (20) percent from the baseline.

20.6.5.2.5 The MCO will receive a reduction of 0.125% of total capitation payments received if the 30 day re-admission rate increases by twenty (20) percent from the readmission rate baseline.

20.6.5.2.6 The MCO will receive a reduction of 0.125% of total capitation payments received if the 180 day re-admission rate increases by twenty (20) percent from the readmission rate baseline.

20.6.5.3 Getting Needed Care Composite measure (CAHPS measure). The MCO will calculate this measure for the period July 1, 2012 through June 30, 2013. The measure shall consist of the combined child and adult percentages weighted by the number of child and adult members.

20.6.5.3.1 The MCO will receive 0.125% of total capitation payments received during the first Agreement year if the measure meets or exceeds the fiftieth (50^{th}) percentile as defined by the most recent year available of NCQA Quality Compass for Medicaid Managed Care Organizations.

20.6.5.3.2 The MCO will receive 0.125% of total capitation payments received in the first Agreement year if the measure meets or exceeds the seventy fifth (75^{th}) percentile as defined by the most recent year available of NCQA Quality Compass for Medicaid Managed Care Organizations.

20.6.5.3.3 The MCO's baseline for this measure is sixty seven (67) percent, the MCO will receive a reduction of 0.25% of total capitation payments received in the first Agreement year if the measure is below the fiftieth (50^{th}) percentile as defined by the most recent year available of NCQA Quality Compass for Medicaid Managed Care Organizations.

20.6.5.4 Maternal Smoking Cessation rate. NH DHHS will calculate this measure for the period July 1, 2012 through June 30, 2013.

20.6.5.4.1 The MCO will receive 0.125% of total capitation payments received during the first Agreement year if the measure exceeds twenty six (26) percent for the period July 1 2012 through June 30, 2013.

20.6.5.4.2 The MCO will receive 0.125% of total capitation payments received in the first Agreement year if the measure exceeds twenty eight (28) percent for the period July 1, 2012 to June 30, 2013.

20.6.5.4.3 The MCO's baseline for this measure is twenty one (21) percent, the MCO will receive a reduction of 0.25% of total capitation payments received in the first

Agreement year if the measure is below twenty one (21) percent.

21 Utilization Management

21.1.1 The MCO's policies and procedures related to the authorization of services shall be in compliance with 42 CFR 438.210 and NH RSA Chapter 420-E:2.

21.1.2 The MCO shall have in place, and follow, written policies and procedures for processing requests for initial and continuing authorization of services [42 CFR 438.210(b)(1)].

21.1.3 The MCO shall submit its written utilization management policies, procedures, and criteria to DHHS for approval as part of the first readiness review. Each year thereafter, the MCO shall submit its written utilization management policies, procedures, and criteria to DHHS for approval each year on or before April 1st.

21.1.4 The MCO's written utilization management policies, procedures, and criteria shall, at a minimum, conform to the standards of NCQA.

21.1.5 The MCO may place appropriate limits on a service on the basis of criteria such as medical necessity; or for utilization control, provided the services furnished can reasonably be expected to achieve their purpose [42 CFR 438.210(a)(3)(iii)].

21.1.6 The MCO's written utilization management policies, procedures, and criteria shall describe the categories of health care personnel that perform utilization review activities and where they are licensed. Further such policies, procedures and criteria shall address, at a minimum, second opinion programs; pre-hospital admission certification; pre-inpatient service eligibility certification; and concurrent hospital review to determine appropriate length of stay; as well as the process used by the MCO to preserve confidentiality of medical information.

21.1.7 The MCO's written utilization management policies, procedures, and criteria shall be:

- 21.1.7.1 Developed with input from appropriate actively practicing practitioners in the MCO's service area
- 21.1.7.2 Updated at least biennially and as new treatments, applications, and technologies emerge
- 21.1.7.3 Developed in accordance with the standards of national accreditation entities
- 21.1.7.4 Based on current, nationally accepted standards of medical practice
- 21.1.7.5 If practicable, evidence-based.

21.1.8 The MCO shall have in effect mechanisms to ensure consistent application of review criteria for authorization decisions, including, but not limited to, interrater reliability monitoring, and consult with the requesting provider when appropriate [42 CFR 438.210(b)(2)].

21.1.9 The MCO shall ensure that any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, be made by a health care professional who has appropriate clinical expertise in treating the member's condition or disease [42 CFR 438.210(b)(3)].

21.1.10 Compensation to individuals or entities that conduct utilization management activities shall not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member [42 CFR 438.210(e)].

21.1.11 DHHS approved prior authorizations in place at the time a member transitions from FFS to an MCO will be honored for a maximum of ninety (90) calendar days. The MCO shall also, in the member handbook, provide information to members regarding prior authorization in the event the member chooses to transfer to another MCO.

21.1.12 Subcontractors or any other party performing utilization review are required to be licensed in New Hampshire.

21.2 Medical Necessity Determination

21.2.1 The MCO shall specify what constitutes "medically necessary services" in a manner that:

- 21.2.1.1 is no more restrictive than the State Medicaid program; and
- 21.2.1.2 addresses the extent to which the MCO is responsible for covering services related to the following [42 CFR 438.210(a)(4)]:
  - 21.2.1.2.1 The prevention, diagnosis, and treatment of health impairments
  - 21.2.1.2.2 The ability to achieve age-appropriate growth and development
  - 21.2.1.2.3 The ability to attain, maintain, or regain functional capacity

21.2.2 For members 21 years of age and older the following definition of medical necessity shall be used: "Medically necessary" means health care services that a licensed health care provider, exercising prudent clinical judgment, would provide, in accordance with generally accepted standards of medical practice, to a recipient for the purpose of evaluating, diagnosing, preventing, or treating an acute or chronic illness, injury, disease, or its symptoms, and that are [He-W 530.01(f)]:

- 21.2.2.1 Clinically appropriate in terms of type, frequency of use, extent, site, and duration, and consistent with the established diagnosis or treatment of the recipient's illness, injury, disease, or its symptoms;
- 21.2.2.2 Not primarily for the convenience of the recipient or the recipient's family, caregiver, or health care provider;
- 21.2.2.3 No more costly than other items or services which would produce equivalent diagnostic, therapeutic, or treatment results as related to the recipient's illness, injury, disease, or its symptoms; and
- 21.2.2.4 Not experimental, investigative, cosmetic, or duplicative in nature.

21.2.3 For EPSDT services the following definition of medical necessity shall be used: "Medically necessary" means reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions that endanger life, cause pain, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and no other equally effective course of treatment is available or suitable for the EPSDT recipient requesting a medically necessary service He-W546.01(f).

21.3 Notices of Coverage Determinations

21.3.1 The MCO shall provide the requesting provider and the member with written notice of any decision by the MCO to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. The notice shall meet the requirements of 42 CFR 438.210(c) and 438.404.

21.3.2 The MCO shall make utilization management decisions in a timely manner. The following minimum standards shall apply:

21.3.2.1 Urgent determinations: The determination of an authorization involving urgent care shall be made as soon as possible, taking into account the medical exigencies, but in no event later than seventy-two (72) hours after receipt of the request, unless the member or member's representative fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable. In the case of such failure, the MCO shall notify the member or member's representative within twenty-four (24) hours of receipt of the request and shall advise the member or member's representative of the specific information necessary to make a determination. The member or member's representative shall be afforded a reasonable amount of time, taking into account the circumstances, but not less than forty eight (48) hours, to provide the specified information. Thereafter, notification of the benefit determination shall be made as soon as possible, but in no case later than 48 hours after the earlier of (1) the MCO's receipt of the specified additional information, or (2) the end of the period afforded the member or member's representative to provide the specified additional information.

21.3.2.2 Continued/Extended Services: The determination of an authorization involving urgent care and relating to the extension of an ongoing course of treatment and involving a question of medical necessity shall be made within twenty-four (24) hours of receipt of the request, provided that the request is made at least twenty-four (24) hours prior to the expiration of the prescribed period of time or course of treatment.

21.3.2.3 Routine determinations: The determination of all other authorizations for pre-service benefits shall be made within a reasonable time period appropriate to the medical circumstances,

but in no event more than fifteen (15) calendar days after receipt of the request. This period may be extended one time by the MCO for up to fifteen (15) calendar days, provided that the MCO both determines that such an extension is necessary due to matters beyond the control of the MCO and notifies the member or member's representative, prior to the expiration of the initial fifteen (15) calendar day period, of the circumstances requiring the extension of time and the date by which the MCO expects to render a decision. If such an extension is necessary due to a failure of the member or member's representative to provide sufficient information to determine whether, or to what extent, benefits are covered as payable, the notice of extension shall specifically describe the required additional information needed, and the member or member's representative shall be given at least forty- five (45) calendar days from receipt of the notice within which to provide the specified information. Notification of the benefit determination following a request for additional information shall be made as soon as possible, but in no case later than fifteen (15) calendar days after the earlier of (1) the MCO's receipt of the specified additional information, or (2) the end of the period afforded the member or member's representative to provide the specified additional information.

21.3.2.4 Determination for Services that have been delivered: The determination of a post service authorization shall be made within thirty (30) calendar days of the date of filing. In the event the member fails to provide sufficient information to determine the request, the MCO shall notify the member within fifteen (15) calendar days of the date of filing, as to what additional information is required to process the request and the member shall be given at least forty-five (45) calendar days to provide the required information. The thirty (30) calendar day period for determination shall be tolled until such time as the member submits the required information.

21.3.3 Whenever there is an adverse determination, the MCO shall notify the ordering provider and the member. For an adverse standard authorization decision, the MCO shall provide written notification within three (3) days of the decision.

21.4 Advance Directives

21.4.1 The MCO shall maintain written policies and procedures that meet requirements for advance directives in Subpart I of 42 CFR 489.

21.4.2 The MCO shall adhere to the definition of advance directives as defined in 42 CFR 489.100.

21.4.3 The MCO shall maintain written policies and procedures concerning advance directives with respect to all adult individuals receiving medical care by or through the MCO [42 CFR 422.128].

21.4.4 The MCO shall provide information in the member handbook with respect to the following:

21.4.4.1 The member's rights under the state law. The information provided by the MCO shall reflect changes in State law as soon as possible, but no later than ninety (90) days after the effective date of the change [42 CFR 438.6(i)(3) and (4)].

21.4.4.2 The MCO's policies respecting the implementation of those rights including a statement of any limitation regarding the implementation of advance directives as a matter of conscience

21.4.4.3 That complaints concerning noncompliance with the advance directive requirements may be filed with the appropriate State Agency [42 CFR 438.6(i)(1); 42 CFR 438.10(g)(2); 42 CFR 422.128; 42 CFR 489 (subpart I); 42 CFR 489.100].

22 MCIS

22.1 System Functionality

22.1.1 The MCO Managed Care Information System (MCIS) shall include, but not be limited to:

22.1.1.1 Management of Recipient Demographic Eligibility and Enrollment and History
22.1.1.2 Management of Provider Enrollment and Credentialing
22.1.1.3 Benefit Plan Coverage Management, History and Reporting
22.1.1.4 Eligibility Verification
22.1.1.5 Encounter Data
22.1.1.6 Weekly Reference File Updates
22.1.1.7 Service Authorization Tracking, Support and Management
22.1.1.8 Third Party Coverage and Cost Avoidance Management
22.1.1.9 Financial Transactions Management and Reporting
22.1.1.10 Payment Management (Checks, EFT, Remittance Advices, Banking)
22.1.1.11 Reporting (Ad hoc and Pre-Defined/Scheduled and On-Demand)
22.1.1.12 Call Center Management
22.1.1.13 Claims Adjudication
22.1.1.14 Claims Payments
22.1.1.15 Quality of Services (QOS) metrics

22.2 Information System Data Transfer

22.2.1 Effective communication between the MCO and DHHS will require secure, accurate, complete and auditable transfer of data to/from the MCO and DHHS management information systems. Elements of data transfer requirements

between the MCO and DHHS management information systems shall include, but not be limited to:

22.2.1.1 DHHS read access to all NH Medicaid Care Management data in reporting databases where data is stored, which includes all tools required to access the data at no additional cost to DHHS;

22.2.1.2 Exchanges of data between the MCO and DHHS in a format and schedule as prescribed by the State, including detailed mapping specifications identifying the data source and target;

22.2.1.3 Secure (encrypted) communication protocols to provide timely notification of any data file retrieval, receipt, load, or send transmittal issues and provide the requisite analysis and support to identify and resolve issues according to the timelines set forth by the state. Transmission of data will comply with standards developed by the Standards Developing Organizations (SDOs), such as the Certification Commission for Health Information Technology (CCHIT) and Health Level 7 (HL7);

22.2.1.4 Collaborative relationships with DHHS, its MMIS fiscal agent, and other interfacing entities to implement effectively the requisite exchanges of data necessary to support the requirements of this Agreement;

22.2.1.5 MCO implementation of the necessary telecommunication infrastructure and tools/utilities to support secure connectivity and access to the system and to support the secure, effective transfer of data;

22.2.1.6 Utilization of data extract, transformation, and load (ETL) or similar methods for data conversion and data interface handling, that, to the maximum extent possible, automate the extract, transformation and load processes, and provide for source to target or source to specification mappings;

22.2.1.7 Mechanisms to support the electronic reconciliation of all data extracts to source tables to validate the integrity of data extracts; and

22.2.1.8 A given day's data transmissions, as specified in 22.5.9, are to be downloaded to DHHS at 2AM of the subsequent day. If errors are encountered in batch transmissions, reconciliation of transactions will be included in the next batch transmission.

22.2.2 The MCO shall designate a single point of contact to coordinate data transfer issues with DHHS.

22.3 Ownership and Access to Systems and Data

All data accumulated as part of this program shall remain the property of DHHS and upon termination of the Agreement the data will be electronically transmitted to DHHS in the media format and schedule prescribed by DHHS, and affirmatively and securely destroyed if required by DHHS.

22.4 Records Retention

22.4.1 The MCO shall retain, preserve, and make available upon request all records relating to the performance of its obligations under the Agreement, including paper and electronic claim forms, for a period of not less than seven (7) years from the date of termination of this Agreement. Records involving matters that are the subject of litigation shall be retained for a period of not less than seven (7) years following the termination of litigation. Certified protected electronic copies of the documents contemplated herein may be substituted for the originals with the prior written consent of DHHS, if DHHS approves the electronic imaging procedures as reliable and supported by an effective retrieval system.

22.4.2 Upon expiration of the seven (7) year retention period and upon request, the subject records must be transferred to DHHS' possession. No records shall be destroyed or otherwise disposed of without the prior written consent of DHHS.

22.5 MCIS Requirements

22.5.1 The MCO shall have a comprehensive, automated, and integrated managed care information system (MCIS) that is capable of meeting the requirements listed below and throughout this Agreement and for providing all of the data and information necessary for DHHS to meet federal Medicaid reporting and information regulations.

22.5.2 All subcontractors shall meet the same standards, as described in this Section 22, as the MCO. The MCO shall be held responsible for errors or noncompliance resulting from the action of a subcontractor.

22.5.3 Specific functionality related to the above shall include, but is not limited to, the following :

22.5.3.1 The MCIS membership management system must have the capability to receive, update, and maintain New Hampshire's membership files consistent with information provided by DHHS.

22.5.3.2 The MCIS shall have the capability to provide daily updates of membership information to sub-contractors or providers with responsibility for processing claims or authorizing services based on membership information.

22.5.3.3 The MCIS' provider file must be maintained with detailed information on each provider sufficient to support provider enrollment and payment and also meet DHHS' reporting and encounter data requirements.

22.5.3.4 The MCIS' claims processing system shall have the capability to process claims consistent with timeliness and accuracy requirements of a federal MMIS system .

22.5.3.5 The MCIS' Services Authorization system shall be integrated with the claims processing system.

22.5.3.6 The MCIS shall be able to maintain its claims history with sufficient detail to meet all DHHS reporting and encounter requirements.

22.5.3.7 The MCIS' credentialing system shall have the capability to store and report on provider specific data sufficient to meet the provider credentialing requirements, Quality Management, and Utilization Management Program Requirements.

22.5.3.8 The MCIS shall be bi-directionally linked to the other operational systems maintained by DHHS, in order to ensure that data captured in encounter records accurately matches data in member, provider, claims and authorization files, and in order to enable encounter data to be utilized for member profiling, provider profiling, claims validation, fraud, waste and abuse monitoring activities, and any other research and reporting purposes defined by DHHS.

22.5.3.9 The encounter data system shall have a mechanism in place to receive, process, and store the required data.

22.5.3.10 The MCO system shall be compliant with the requirements of HIPAA, including privacy, security, National Provider Identifier (NPI), and transaction processing, including being able to process electronic data interchange transactions in the Accredited Standards Committee (ASC) 5010 format. This also includes IRS Pub 1075 where applicable.

22.5.4 MCIS capability shall include, but not be limited to the following:

22.5.4.1 Provider network connectivity to EDI and provider portal systems;

22.5.4.2 Documented scheduled down time and maintenance windows as agreed upon with DHHS for externally accessible systems, including telephony, web, IVR, EDI, and online reporting;

22.5.4.3 DHHS on-line web access to applications and data required by the State to utilize agreed upon workflows, processes, and procedures (approved by the State) to access, analyze, or utilize data captured in the MCO system(s) and to perform appropriate reporting and operational activities;

22.5.4.4 DHHS access to user acceptance test environment for externally accessible systems including websites and secure portals;

22.5.4.5 Documented instructions and user manuals for each component; and

22.5.4.6 Secure access.

22.5.5 MCIS Up-time

22.5.5.1 Externally accessible systems, including telephony, web, IVR, EDI, and online reporting shall be available twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year, except for scheduled maintenance upon notification of and pre-approval by DHHS. Maintenance period can not exceed four (4) consecutive hours without prior DHHS approval.

22.5.5.2 MCO shall provide redundant telecommunication backups and ensure that interrupted transmissions will result in immediate failover to redundant communications path as well as guarantee

data transmission is complete, accurate and fully synchronized with operational systems.

22.5.6 Systems operations and support shall include, but not be limited to the following:

- 22.5.6.1 On-call procedures and contacts
- 22.5.6.2 Job scheduling and failure notification documentation
- 22.5.6.3 Secure (encrypted) data transmission and storage methodology
- 22.5.6.4 Interface acknowledgements and error reporting
- 22.5.6.5 Technical issue escalation procedures
- 22.5.6.6 Business and member notification
- 22.5.6.7 Change control management
- 22.5.6.8 Assistance with User Acceptance Testing (UAT) and implementation coordination
- 22.5.6.9 Documented data interface specifications – data imported and extracts exported including database mapping specifications.
- 22.5.6.10 Disaster Recovery and Business Continuity Plan
- 22.5.6.11 Journaling and internal backup procedures. Facility for storage MUST be class 3 compliant.
- 22.5.6.12 Communication and Escalation Plan that fully outlines the steps necessary to perform notification and monitoring of events including all appropriate contacts and timeframes for resolution by severity of the event.

22.5.7 The MCO shall be responsible for implementing and maintaining necessary telecommunications and network infrastructure to support the MCIS and will provide:

- 22.5.7.1 Network diagram that fully defines the topology of the MCO's network.
- 22.5.7.2 State/MCO connectivity
- 22.5.7.3 Any MCO/subcontractor locations requiring MCIS access/support
- 22.5.7.4 Web access for DHHS staff, providers and recipients

22.5.8 Data transmissions from DHHS to the MCO will include, but not be limited to the following:

- 22.5.8.1 Provider Extract (Every two weeks)
- 22.5.8.2 Recipient Eligibility Extract (Daily)
- 22.5.8.3 Recipient Refresh Data Extract (Every two weeks)
- 22.5.8.4 Capitation payment data

22.5.9 Data transmissions from the MCO to DHHS shall include but not be limited to:

- 22.5.9.1 Member Benefit Plan Enrollment Data (Daily)
- 22.5.9.2 Beneficiary Encounter Data including paid, denied, adjustment transactions by pay period (Weekly/Monthly)
- 22.5.9.3 Financial Transaction data
- 22.5.9.4 Third Party Coverage Data

22.5.10 The MCO shall provide DHHS staff with access to timely and complete data:

- 22.5.10.1 All exchanges of data between the MCO and DHHS shall be in a format, file record layout, and scheduled as prescribed by DHHS.

22.5.10.2 The MCO shall work collaboratively with DHHS, DHHS' MMIS fiscal agent, the New Hampshire Department of Information Technology, and other interfacing entities to implement effectively the requisite exchanges of data necessary to support the requirements of this Agreement.

22.5.10.3 The MCO shall implement the necessary telecommunication infrastructure to support the MCIS and shall provide DHHS with a network diagram depicting the MCO's communications infrastructure, including but not limited to connectivity between DHHS and the MCO, including any MCO/subcontractor locations supporting the New Hampshire program.

22.5.10.4 The MCO shall utilize data extract, transformation, and load (ETL) or similar methods for data conversion and data interface handling, that, to the maximum extent possible, automate the ETL processes, and that provide for source to target or source to specification mappings, all business rules and transformations where applied, summary and detailed counts, and any data that cannot be loaded.

22.5.10.5 The MCO shall provide support to DHHS and its fiscal agent to prove the validity, integrity and reconciliation of its data, including encounter data

22.5.10.6 The MCO shall be responsible for correcting data extract errors in a timeline set forth by DHHS as outlined within this document (22.2.1.8).

22.5.10.7 The MCO shall provide for a common, centralized electronic project repository, providing for secure access to authorized MCO and DHHS staff to project plans, documentation, issues tracking, deliverables, and other project related artifacts.

22.5.10.8 Access shall be secure and data shall be encrypted in accordance with HIPAA regulations and any other applicable state and federal law.

22.5.10.9 Secure access shall be managed via passwords/pins/and any operational methods used to gain access as well as maintain audit logs of all users access to the system.

22.5.11 The MCIS shall include web access for use by and support to enrolled providers and members. The services shall be provided at no cost to the provider or members. All costs associated with the development, security, and maintenance of these websites shall be the responsibility of the MCO.

22.5.11.1 The MCO shall create secure web access for Medicaid providers and members and authorized DHHS staff to access case-specific information.

22.5.11.2 The MCO shall manage provider and member access to the system, providing for the applicable secure access management, password, and PIN communication, and operational services necessary to assist providers and members with gaining access and utilizing the web portal.

22.5.11.3 Providers will have the ability to electronically submit service authorization requests and access and utilize other utilization management tools.

22.5.11.4 Providers and members shall have the ability to download and print any needed Medicaid MCO program forms and other information.

22.5.11.5 Providers shall have an option to e-prescribe as an option without electronic medical records or hand held devices.

22.5.11.6 MCO shall support provider requests and receive general program information with contact information for phone numbers, mailing, and e-mail address(es).

22.5.11.7 Providers shall have access to drug information.

22.5.11.8 The website shall provide an e-mail link to the MCO to allow providers and members or other interested parties to e-mail inquiries or comments. This website shall provide a link to the State's Medicaid website.

22.5.11.9 The website shall be secure and HIPAA compliant in order to ensure the protection of Protected Health Information and Medicaid recipient confidentiality. Access shall be limited to verified users via passwords and any other available industry standards. Audit logs must be maintained reflecting access to the system and random audits will be conducted.

22.5.11.10 The MCO shall have this system available no later than the Program Start Date.

22.5.11.11 Support Performance Standards shall include:

22.5.11.11.1 Email inquiries – one (1) business day response

22.5.11.11.2 New information posted within one (1) business day of receipt

22.5.11.11.3 Routine maintenance

22.5.11.11.4 Standard reports regarding portal usage such as hits per month by providers/members, number, and types of inquiries and requests, and email response statistics as well as maintenance reports

22.5.11.11.5 Website user interfaces shall be ADA compliant and support all major browsers (i.e. Chrome, IE, Firefox, Safari, etc.). If user does not have compliant browser, MCO must redirect user to site to install appropriate browser.

22.5.12 Critical systems within the MCIS support the delivery of critical medical services to members and reimbursement to providers. As such, contingency plans shall be developed and tested to ensure continuous operation of the MCIS.

22.5.12.1 The MCO shall host the MCIS at the MCO's data center, and provide for adequate redundancy, disaster recovery, and business continuity such that in the event of any catastrophic incident,

system availability is restored to New Hampshire within twenty-four (24) hours of incident onset.

22.5.12.2 The MCO shall ensure that the New Hampshire PHI data, data processing, and data repositories are securely segregated from any other account or project, and that MCIS is under appropriate configuration management and change management processes and subject to DHHS notification requirements as defined in Section 22.5.13..

22.5.12.3 The MCO shall manage all processes related to properly archiving and processing files including maintaining logs and appropriate history files that reflect the source, type and user associated with a transaction. Archiving processes shall not modify the data composition of DHHS' records, and archived data shall be retrievable at the request of DHHS. Archiving shall be conducted at intervals agreed upon between the MCO and DHHS.

22.5.12.4 The MCIS shall be able to accept, process, and generate HIPAA compliant electronic transactions as requested, transmitted between providers, provider billing agents/clearing houses, or DHHS and the MCO. Audit logs of activities will be maintained and periodically reviewed to ensure compliance with security and access rights granted to users.

22.5.12.5 Thirty (30) calendar days prior to the beginning of each State Fiscal Year, the MCO shall submit the following documents and corresponding checklists for DHHS' review and approval:

22.5.12.5.1 Disaster Recovery Plan

22.5.12.5.2 Business Continuity Plan

22.5.12.5.3 Security Plan

22.5.12.6 The MCO shall provide the following documents. If after the original documents are submitted the MCO modifies any of them, the revised documents and corresponding checklists shall be submitted to DHHS for review and approval:

22.5.12.6.1 Joint Interface Plan

22.5.12.6.2 Risk Management Plan

22.5.12.6.3 Systems Quality Assurance Plan

22.5.12.6.4 Confirmation of 5010 compliance and Companion Guides

22.5.12.6.5 Confirmation of compliance with IRS Publication 1075

22.5.12.6.6 Approach to implementation of ICD-10 and ultimate compliance

22.5.13 Management of changes to the MCIS is critical to ensure uninterrupted functioning of the MCIS. The following elements shall be part of the change management process:

22.5.13.1 The complete system shall have proper configuration management/change management in place (to be reviewed and approved by DHHS). The MCO system shall be configurable to

support timely changes to benefit enrollment and benefit coverage or other such changes.

22.5.13.2 The MCO shall provide DHHS with written notice of major systems changes and implementations no later than ninety (90) calendar days prior to the planned change or implementation, including any changes relating to subcontractors, and specifically identifying any change impact to the data interfaces or transaction exchanges between the MCO and DHHS and/or the fiscal agent. DHHS retains the right to modify or waive the notification requirement contingent upon the nature of the request from the MCO.

22.5.13.3 The MCO shall provide DHHS with updates to the MCIS organizational chart and the description of MCIS responsibilities at least thirty (30) calendar days prior to the effective date of the change, except where personnel changes were not foreseeable in such period, in which case notice shall be given within at least one (1) business day. The MCO shall provide DHHS with official points of contact for MCIS issues on an ongoing basis.

22.5.13.4 A New Hampshire program centralized electronic repository shall be provided that will allow full access to project documents, including but not limited to project plans, documentation, issue tracking, deliverables, and ANY project artifacts. All items shall be turned over to DHHS upon request.

22.5.13.5 The MCO shall ensure appropriate testing is done for all system changes. MCO shall also provide a test system for DHHS to monitor changes in externally facing applications (i.e. NH websites). This test site shall contain no actual PHI data of any member.

22.5.13.6 The MCO shall make timely changes or defect fixes to data interfaces and execute testing with DHHS and other applicable entities to validate the integrity of the interface changes.

22.5.14 DHHS, or its agent, may conduct a Systems Readiness Review to validate the MCO's ability to meet the MCIS requirements.

22.5.14.1 The System Readiness Review may include a desk review and/or an onsite review.

22.5.14.2 If DHHS determines that it is necessary to conduct an onsite review, the MCO shall be responsible for all reasonable travel costs associated with such onsite reviews for at least two (2) staff from DHHS. For purposes of this section, "reasonable travel costs" include airfare, lodging, meals, car rental and fuel, taxi, mileage, parking, and other incidental travel expenses incurred by DHHS or its authorized agent in connection with the onsite reviews.

22.5.14.3 If for any reason the MCO does not fully meet the MCIS requirements, the MCO shall, upon request by DHHS, either correct such deficiency or submit to DHHS a Corrective Action Plan and Risk Mitigation Plan to address such deficiency.

Immediately upon identifying a deficiency, DHHS may impose contractual remedies according to the severity of the deficiency.

22.5.15 Systems enhancements developed specifically, and data accumulated, as part of the New Hampshire Care Management program remain the property of the State of New Hampshire.

22.5.15.1 Source code developed for this program shall remain the property of the vendor but will be held in escrow

22.5.15.2 All data accumulated as part of this program shall remain the property of DHHS and upon termination of the Agreement the data shall be electronically transmitted to DHHS in a format and schedule prescribed by DHHS.

22.5.15.3 The MCO shall not destroy or purge DHHS' data unless directed to or agreed to in writing by DHHS. The MCO shall archive data only on a schedule agreed upon by DHHS and the data archive process shall not modify the data composition of the source records. All DHHS archived data shall be retrievable for review and or reporting by DHHS in the timeframe set forth by DHHS.

22.5.16 The MCO shall provide DHHS with system reporting capabilities that shall include access to pre-designed and agreed upon scheduled reports, as well as the ability to execute ad-hoc queries to support DHHS data and information needs. DHHS acknowledges the MCO's obligations to appropriately protect data and system performance, and the parties agree to work together to ensure DHHS information needs can be met while minimizing risk and impact to the MCO's systems.

22.5.17 Quality of Service (QOS) Metrics:

22.5.17.1 System Integrity: The system shall ensure that both user and provider portal design, and implementation is in accordance with Federal, standards, regulations and guidelines related to security, confidentiality and auditing (e.g. HIPAA Privacy and Security Rules, National Institute of Security and Technology).

22.5.17.2 The security of the care management processing system must minimally provide the following three types of controls to maintain data integrity that directly impacts QOS . These controls shall be in place at all appropriate points of processing:

22.5.17.2.1 Preventive Controls: controls designed to prevent errors and unauthorized events from occurring.-

22.5.17.2.2 Detective Controls: controls designed to identify errors and unauthorized transactions that have occurred in the system.-

22.5.17.2.3 Corrective Controls: controls to ensure that the problems identified by the detective controls are corrected.

22.5.17.2.4 System Administration: Ability to comply with HIPAA, ADA, and other federal and state regulations, and perform in accordance with Agreement terms and conditions. Provide a flexible solution to effectively

meet the requirements of upcoming HIPAA regulations and other national standards development. The system must accommodate changes with global impacts (e.g., implementation of ICD-10-CM diagnosis and procedure codes, eHR, e-Prescribe) as well as new transactions at no additional cost.

22.5.18 Reporting – Provider Participation Report: The system shall provide provider participation reports by geographic location, categories of service, provider type categories, and any other codes necessary to determine the adequacy and extent of participation and service delivery and analyze provider service capacity in terms of member access to health care.

22.5.19 Reporting - Provider Quality Report Card Ability to provider dashboard or "report card" reports of provider service quality including but not limited to provider sanctions, timely fulfillment of service authorizations, count of service authorizations, etc.

23 Data Reporting

23.1.1 The MCO shall make all collected data available to DHHS upon request and upon the request of CMS [42 CFR 438.242(b)(3)].

23.1.2 The MCO shall maintain a health information system that collects, analyzes, integrates, and reports data. The system shall provide information on areas including, but not limited to, utilization, grievances and appeals, and disenrollment for other than loss of Medicaid eligibility [42 CFR 438.242(a)].

23.1.3 The MCO shall collect data on member and provider characteristics as specified by DHHS and on services furnished to members through a MCIS system or other methods as may be specified by DHHS [42 CFR 438.242(b)(1)].

23.1.4 The MCO shall ensure that data received from providers are accurate and complete by:

23.1.4.1 Verifying the accuracy and timeliness of reported data;

23.1.4.2 Screening the data for completeness, logic, and consistency; and

23.1.4.3 Collecting service information in standardized formats to the extent feasible and appropriate [42 CFR 438.242(b)(2)].

23.2 Encounter Data

23.2.1 The MCO shall submit encounter data in the format and content, timeliness, completeness, and accuracy as specified by the DHHS and in accordance with timeliness, completeness, and accuracy standards as established by DHHS.

23.2.2 All encounter data shall remain the property of DHHS and DHHS retains the right to use it for any purpose it deems necessary.

23.2.3 Submission of encounter data to DHHS does not eliminate the MCO's responsibility under state statute to submit member and claims data to the Comprehensive Healthcare Information System [NH RSA 420-G:1,1 II. (a)]

23.2.4 The MCO shall ensure that encounter records are consistent with the DHHS requirements and all applicable state and federal laws.

23.2.5 MCO encounters shall include all adjudicated claims, including paid, denied, and adjusted claims.

23.2.6 The MCO shall use appropriate member identifiers as defined by DHHS.

23.2.7 The MCO shall maintain a record of both servicing and billing information in its encounter records.

23.2.8 The MCO shall also use appropriate provider numbers for encounter records as directed by DHHS.

23.2.9 The MCO shall have a computer and data processing system sufficient to accurately produce the data, reports, and encounter record set in formats and timelines prescribed by DHHS as defined in this Agreement.

23.2.10 The system shall be capable of following or tracing an encounter within its system using a unique encounter record identification number for each encounter.

23.2.11 The MCO shall collect service information in the federally mandated HIPAA transaction formats and code sets, and submit these data in a standardized format approved by DHHS. The MCO shall make all collected data available to DHHS after it is tested for compliance, accuracy, completeness, logic, and consistency.

23.2.12 The MCO's systems that are required to use or otherwise contain the applicable data type shall conform with current and future HIPAA-based standard code sets; the processes through which the data are generated shall conform to the same standards:

23.2.12.1 Health Care Common Procedure Coding System (HCPCS)

23.2.12.2 CPT codes

23.2.12.3 International Classification of Diseases, 9th revision, Clinical Modification ICD-9-CM Volumes 1 & 2 (diagnosis codes) is maintained by the National Center for Health Statistics, Centers for Disease Control (CDC) within the U.S. Department of Health and Human Services (HHS)

23.2.12.4 International Classification of Diseases, 9th revision, Clinical Modification ICD-9-CM Volume 3 (procedures) is maintained by CMS and is used to report procedures for inpatient hospital services

23.2.12.5 International Classification of Diseases, 10th revision, Clinical Modification ICD-10-CM is the new diagnosis coding system that was developed as a replacement for ICD-9-CM, Volume 1 & 2. International Classification of Diseases, 10th revision, Procedure Coding System ICD-10-PCS is the new procedure coding system that was developed as a replacement for ICD-9-CM, volume 3. The compliance date for ICD-10-CM for diagnoses and ICD-10-PCS for inpatient hospital procedures is October 1, 2013

23.2.12.6 National Drug Codes (NDC): The NDC is a code set that identifies the vendor (manufacturer), product and package size of all drugs and biologics recognized by the Federal Drug Administration

(FDA). It is maintained and distributed by HHS, in collaboration with drug manufacturers

23.2.12.7 Code on Dental Procedures and Nomenclature (CDT): The CDT is the code set for dental services. It is maintained and distributed by the American Dental Association (ADA)

23.2.12.8 Place of Service Codes are two-digit codes placed on health care professional claims to indicate the setting in which a service was provided. CMS maintains point of service (POS) codes used throughout the health care industry

23.2.12.9 Claim Adjustment Reason Codes (CARC) explain why a claim payment is reduced. Each CARC is paired with a dollar amount, to reflect the amount of the specific reduction, and a Group Code, to specify whether the reduction is the responsibility of the provider or the patient when other insurance is involved

23.2.12.10 Reason and Remark Codes (RARC) are used when other insurance denial information is submitted to the Medicaid management information system (MMIS) using standard codes defined and maintained by CMS and the National Council for Prescription Drug Programs (NCPDP)

23.2.13 All MCO encounters shall be submitted electronically to DHHS or the State's fiscal agent in the standard HIPAA transaction formats, namely the ANSI X12N 837 transaction formats (P – Professional and I - Institutional) and, for pharmacy services, in the NCPDP format.

23.2.14 All MCO encounters shall be submitted with MCO paid amount and as applicable the Medicare paid amount, other insurance paid amount and expected member co-payment amount.

23.2.15 The MCO shall continually provide up to date documentation of payment methods used for all types of services by date of use of said methods.

23.2.16 The MCO shall continually provide up to date documentation of claim adjustment methods used for all types of claims by date of use of said methods.

23.2.17 The MCO shall collect, and submit to the State's fiscal agent, member service level encounter data for all covered services. The MCO shall be held responsible for errors or non-compliance resulting from its own actions or the actions of an agent authorized to act on its behalf.

23.2.18 The MCO shall conform to all current and future HIPAA-compliant standards for information exchange. Batch and Online Transaction Types are as follows:

23.2.18.1 Batch transaction types

23.2.18.1.1 ASC X12N 820 Premium Payment Transaction

23.2.18.1.2 ASC X12N 834 Enrollment and Audit Transaction

23.2.18.1.3 ASC X12N 835 Claims Payment Remittance Advice Transaction

23.2.18.1.4 ASC X12N 837I Institutional Claim/Encounter Transaction

23.2.18.1.5 ASC X12N 837P Professional Claim/Encounter Transaction

23.2.18.1.6 ASC X12N 837D Dental Claim/Encounter Transaction
23.2.18.1.7 NCPDP D.0 Pharmacy Claim/Encounter Transaction
23.2.18.2 Online transaction types
23.2.18.2.1 ASC X12N 270/271 Eligibility/Benefit Inquiry/Response
23.2.18.2.2 ASC X12N 276 Claims Status Inquiry
23.2.18.2.3 ASC X12N 277 Claims Status Response
23.2.18.2.4 ASC X12N 278/279 Utilization Review Inquiry/Response
23.2.18.2.5 NCPDP D.0 Pharmacy Claim/Encounter Transaction

23.2.19 Submitted encounter data shall include all elements specified by DHHS including, but not limited to, those specified in Exhibit N and detailed in the Medicaid Encounter Data Reporting Manual, which is under development by DHHS.

23.2.20 The MCO shall use the procedure codes, diagnosis codes, and other codes as directed by DHHS for reporting Encounters and fee- for-service claims. Any exceptions will be considered on a code-by-code basis after DHHS receives written notice from the MCO requesting an exception. The MCO shall also use the provider numbers as directed by DHHS for both Encounter and fee-for-service claims submissions, as applicable.

23.2.21 The MCO shall provide as a supplement to the encounter data submission a member file, which shall contain appropriate member identification numbers, the primary care provider assignment of each member, and the group affiliation of the primary care provider.

23.2.22 The MCO shall submit complete encounter data in the appropriate HIPAA-compliant formats regardless of the claim submission method (hard copy paper, proprietary formats, EDI, DDE)..

23.2.23 The MCO shall assign staff to participate in encounter technical work group meetings as directed by DHHS.

23.2.24 The MCO shall provide complete and accurate encounters to DHHS. The MCO shall implement review procedures to validate encounter data submitted by providers. The MCO shall meet the following standards:

23.2.24.1 Completeness
23.2.24.1.1 The MCO shall submit encounters that represent at least ninety-nine percent (99%) of the covered services provided by the MCO's network and non-network providers.. All data submitted by the providers to the MCO shall be included in the encounter submissions.

23.2.24.2 Accuracy
23.2.24.2.1 Transaction type (X12): Ninety-eight percent (98%) of the records in an MCO's encounter batch submission shall pass X12 EDI compliance edits and the MMIS threshold and repairable compliance edits.
23.2.24.2.2 Transaction type (NCPDP): Ninety-eight percent (98%) of the records in an MCO's encounter batch

submission shall pass NCPDP compliance edits and the pharmacy benefits system threshold and repairable compliance edits. The NCPDP compliance edits are described in the NCPDP.

23.2.24.2.3 One-hundred percent (100%) of member identification numbers shall be accurate and valid.

23.2.24.2.4 Ninety-eight percent (98%) of servicing provider address information will be accurate and valid.

23.2.24.2.5 Ninety-eight percent (98%) of member address information shall be accurate and valid.

23.2.24.3 Timeliness

23.2.24.3.1 Encounter data shall be submitted weekly, within five (5) business days of the end of each weekly period and within thirty (30) calendar days of claim payment. All encounters shall be submitted, both paid and denied claims. The paid claims shall include the MCO paid amount.

23.2.24.3.2 The MCO shall be subject to remedies as specified in Section 32 for failure to timely submit encounter data, in accordance with the accuracy standards established in this Agreement.

23.2.24.3.3

23.2.24.4 Error resolution

23.2.24.4.1 For all encounters submitted after the submission start date, including historical and ongoing claims, if DHHS or its fiscal agent notifies the MCO of encounters failing X12 EDI compliance edits or MMIS threshold and repairable compliance edits, the MCO shall remediate all such encounters within fifteen (15) calendar days after such notice. If the MCO fails to do so, DHHS will require a Corrective Action Plan and assess liquidated damages as described in Section 32. MCO shall not be held accountable for issues or delays directly caused by or as a direct result of the changes to MMIS by DHHS.

23.2.24.4.2 All sub-contracts with providers or other vendors of service shall have provisions requiring that encounter records are reported or submitted in an accurate and timely fashion.

23.3 Data Certification

23.3.1 All data submitted to DHHS by the MCO shall be certified by one of the following:

23.3.1.1 The MCO's Chief Executive Officer

23.3.1.2 The MCO's Chief Financial Officer

23.3.1.3 An individual who has delegated authority to sign for, and who reports directly to, the MCO's Chief Executive Officer or Chief Financial Officer

23.3.2 The data that shall be certified include, but are not limited to, all documents specified by DHHS, enrollment information, encounter data, and other information contained in contracts, proposals. The certification shall attest to, based on best knowledge, information, and belief, the accuracy, completeness and truthfulness of the documents and data. The MCO shall submit the certification concurrently with the certified data and documents [42 CFR 438.604(a), (b), and (c); 42 CFR 438.604(b); 42 CFR 438.606].

23.4 Data System Support for QAPI

23.4.1 The MCO shall have a data collection, processing, and reporting system sufficient to support the QAPI requirements described in Section 20. The system shall be able to support QAPI monitoring and evaluation activities, including the monitoring and evaluation of the quality of clinical care provided, periodic evaluation of MCO providers, member feedback on QAPI activity, and maintenance and use of medical records used in QAPI activities.

24 Fraud Waste and Abuse

24.1.1 The MCO shall have a Program Integrity Plan in place that has been approved by DHHS prior to the beginning of member enrollment in the MCO, and that shall include, at a minimum, the establishment of internal controls, policies, and procedures to prevent, detect, and deter fraud, waste, and abuse, as required in accordance with 42 CFR 455, 42 CFR 456, and 42 CFR 438.

24.1.2 The MCO shall have administrative and management arrangements or procedures, and a mandatory compliance plan, that are designed to guard against fraud, waste and abuse. The MCO procedures shall include, at a minimum, the following:

24.1.2.1 Written policies, procedures, and standards of conduct that articulate the MCO's commitment to comply with all applicable federal and State standards

24.1.2.2 The designation of a compliance officer and a compliance committee that are accountable to senior management

24.1.2.3 Effective training and education for the compliance officer and the MCO's employees

24.1.2.4 Effective lines of communication between the compliance officer and the MCO's employees

24.1.2.5 Enforcement of standards through well-publicized disciplinary guidelines

24.1.2.6 Provisions for internal monitoring and auditing

24.1.2.7 Provisions for prompt response to detected offenses, and for development of corrective action initiatives relating to the MCO's Agreement [42 CFR 438.608(a) and (b)]

24.1.3 The MCO shall establish a program integrity unit within the MCO comprised of experienced Fraud, Waste and Abuse reviewers. This unit shall have the primary purpose of preventing, detecting, investigating and reporting suspected Fraud, Waste and Abuse that may be committed by contracted providers, members, employees, subcontractors or other third parties with whom the MCO contracts .

24.1.4 The MCO shall report fraud, waste and abuse information to DHHS, which is responsible for such reporting to federal oversight agencies pursuant to [42 CFR 455.1(a)(1)].

24.1.5 The MCO shall provide full and complete information on the identity of each person or corporation with an ownership or controlling interest (five (5) percent or greater) in the MCO, or any sub-contractor in which the MCO has a five percent (5%) or greater ownership interest.

24.1.6 The MCO shall not knowingly be owned by, hire or contract with an individual who has been debarred, suspended, or otherwise excluded from participating in federal procurement activities or has an employment, consulting, or other Agreement with a debarred individual for the provision of items and services that are related to the entity's contractual obligation with the State.

24.1.7 As an integral part of the Integrity function, and in accordance with 42 CFR 455, 42 CFR 456, and 42 CFR 438, the MCO shall provide DHHS or its designee real time access to all of the MCO electronic encounter and claims data from the MCO's current claims reporting system. The MCO shall provide DHHS with the capability to access accurate, timely, and complete data as specified in section 22.5.15.

24.1.8 The MCO shall make claims and encounter data available to DHHS (and other State staff) using a reporting system that is compatible with DHHS' system(s).

24.1.9 The MCO and subcontractors shall cooperate fully with federal and State agencies in any investigations and subsequent legal actions.

24.1.10 The MCO shall have a written process approved by DHHS for Recipient Explanation of Medicaid Benefits, which shall include tracking of actions taken on positive responses. The fiscal agent sends out EOMB's and uses responses as means of determining if services were actually provided.

24.1.11 The MCO shall maintain an effective, overpayment recovery and tracking process, which shall include a means of confirming overpayment estimations, a formal process for documenting communication with providers, and a system for case management and tracking of audit findings, recoveries, and underpayments, This process will be reviewed as part of the MCO's first readiness review and is subject to DHHS approval.

24.1.12 The MCO shall provide DHHS with a quarterly report of all audits in process and completed during the quarter. The timing, format, and mode of transmission will be mutually agreed upon between DHHS and the MCO.

24.1.13 All fraud, waste and abuse reports submitted to DHHS shall be developed and submitted in a format and mode of delivery, mutually agreed upon between DHHS and the MCO. The report format at a minimum, shall:

24.1.13.1 Summarize all written and verbal fraud, waste and abuse related communications with providers;

24.1.13.2 Identify the number of claims targeted for review and recovery;
24.1.13.3 Identify the number of records requested from each provider;
24.1.13.4 Identify the number of cases with and without overpayments/underpayments;
24.1.13.5 Identify the number and types of letters sent to providers;
24.1.13.6 Identify the number of new appeals that are a result of Notices of Findings generated to providers following fraud, waste and abuse reviews;
24.1.13.7 Identify the number of hearings held, determinations and monetary reconciliations resulting from the above.
24.1.13.8 Identify the number of providers audited with identified results;
24.1.13.9 Identify the ICD-9-CM diagnosis and procedure codes billed, (or ICD-10-CM when implemented), for identified recoveries, and the frequency of the billed diagnoses and procedure codes, from high to low;
24.1.13.10 Identify CPT/HCPCS/REVENUE codes billed for identified recoveries from high to low and there frequency ; and
24.1.13.11 Identify the dollar amount identified and the dollar amount recovered from each provider or owed each provider.

24.1.14 In the event DHHS is unable to produce a desired Ad Hoc report through its access to the MCO's data as provided herein, DHHS shall request such Ad hoc report from the MCO and, within one (1) business day of receipt of such request, the MCO shall notify DHHS of the time required by the MCO to produce and deliver the Ad hoc report to DHHS, at no additional cost to DHHS.

24.1.15 The MCO shall be responsible for tracking, monitoring, and reporting specific reasons for claim adjustments and denials, by error type and by provider. As the MCO discovers incorrect billing trends with a particular provider/provider type, specific billing issue trends, or quality trends, it is the MCO's responsibility to reach out to the provider(s) and provide individualized or group training regarding the issues at hand. The MCO shall notify DHHS as this occurs, and discuss the most effective means of accomplishing this training.

24.1.16 DHHS reserves the right to conduct peer reviews of final program integrity audits completed by the MCO.

24.1.17 The MCO shall provide DHHS staff with access to appropriate on-site private work space to conduct DHHS's contract management reviews.

24.1.18 The MCO shall meet with DHHS monthly to discuss audit results and make recommendations for program improvements.

24.1.19 The MCO shall provide DHHS with an annual report of all audits in process and completed during the Agreement year within thirty (30) calendar days of the end of the Agreement year. The report shall consist of, at a minimum, an aggregate of the quarterly reports, as well as any recommendations by the MCO for future reviews, changes in the review process, and any other findings related to the review of claims for fraud, waste and abuse.

24.1.20 The MCO shall provide DHHS with a final report within thirty (30) calendar days following the termination of this Agreement. The final report format shall be developed jointly by DHHS and the MCO, and shall consist of an aggregate compilation of the data received in the quarterly reports.

24.1.21 The MCO shall refer all suspected Medicaid fraud cases to DHHS upon discovery, for referral to the Attorney General's Office, Medicaid Fraud Control Unit.

24.1.22 The MCO shall institute a Pharmacy Lock-In Program for members in accordance with the criteria established by DHHS

24.1.22.1 The MCO shall be responsible for performing a minimum of 6 months of claims review on any enrolled members who meet the Pharmacy Lock-In criteria approved by DHHS. If following the review, the MCO determines that a member meets the Pharmacy Lock-In criteria as established by DHHS, the MCO shall refer the case to DHHS for Lock-In status determination. DHHS shall send the MCO its Pharmacy Lock-In determination in writing within a time period established between DHHS and the MCO, along with a written explanation (justification). The MCO shall be responsible for all communications to members regarding the Pharmacy Lock-In determination.

24.1.23 MCOs may, with prior approval from the DHHS, implement Lock-In Programs for other medical services.

24.1.24 The MCO shall notify DHHS of any changes to members subject to lock-in programs, including, but not limited to; Medicaid eligibility status, changes in Pharmacy, extensions of lock-in and termination of lock-in.

24.1.25 The MCO shall provide DHHS with a monthly report regarding the Pharmacy Lock-In Program. Report format, design, and mode of transmission shall be mutually agreed upon between DHHS and the MCO.

24.1.26 The MCO shall provide a quarterly report to include: number of complaints of fraud and abuse made to DHHS that warrant preliminary or full investigation. For each instance, which is judged to warrant an investigation, the MCO will supply at a minimum: provider name/ID number, source of complaint, type of provider, nature of complaint, and approximate dollars involved, [42 CFR 455.17].

24.1.27 DHHS retains the right to determine disposition and retain settlements on cases investigated by the Medicaid Fraud Control Unit.

24.1.28 The MCO will allow access to all medical records and claims information to State and Federal agencies or contractors (i.e. NH Medicaid Fraud Unit, Recovery Audit Contractors (RAC) or the Medicaid Integrity Contractors (MIC)).

24.1.29 The MCO's MCIS system shall have specific processes and internal controls relating to fraud, waste and abuse in place, including, but not limited to the following areas:

24.1.29.1 Prospective claims editing

24.1.29.2 NCCI edits

24.1.29.3 Post-processing review of claims

24.1.29.4 Ability to pend any provider's claims for pre-payment review if the provider has shown evidence of credible fraud [42 CFR 455.21] in the Medicaid Program.

24.1.30 The MCO shall post and maintain DHHS approved information related to Fraud, Waste and Abuse on its website, including but not limited to provider notices, updates, policies, provider resources, contact information and upcoming educational sessions/webinars.

24.1.31 The MCO shall be subject to on-site reviews by DHHS, and shall comply within fifteen (15) calendar days with any and all DHHS documentation and records requests as a result of an on-site review.

24.1.32 DHHS shall conduct investigations related to suspected fraud, waste, and abuse cases, and reserves the right to pursue and retain recoveries for any and all types of claims older than six months for which the MCO does not have an active investigation.

24.1.33 DHHS and MCO program integrity staff shall meet monthly or more frequently as needed, to discuss areas of interest for past, current, and future investigations and to improve the effectiveness of fraud, waste, and abuse oversight activities.

24.1.34 DHHS shall validate the MCO performance on the program integrity scope of services via a mutually agreeable process, as set forth in 42 CFR 455 – Program Integrity.

24.1.35 DHHS shall establish performance measures to monitor the MCO compliance with the Program Integrity requirements set forth in this Agreement.

24.1.36 DHHS shall notify the MCO of any policy changes that impact the function and responsibilities required under this section of the Agreement.

24.1.37 DHHS shall notify the MCO of any changes within its agreement with its fiscal agent that may impact this section of this Agreement as soon as reasonably possible.

24.1.38 The MCO(s) shall report to DHHS all identified providers prior to being audited, to avoid duplication of on-going reviews with the RAC, MIC, MFCU and SURS.

24.1.39 The MCO(s) shall maintain appropriate record systems for services to members pursuant to 42 CFR 434.6(a)(7) and shall provide such information either through electronic data transfers or access rights by DHHS staff, or its designee, to MCO(s) data files. Such information shall include, but not be limited to:

- 24.1.39.1 Recipient – First Name, Last Name, DOB, gender, and identifying number
- 24.1.39.2 Provider Name and number (Performing and Referring)
- 24.1.39.3 Date of Service(s) Begin/End
- 24.1.39.4 Place Of Service
- 24.1.39.5 Billed amount/Paid amount
- 24.1.39.6 Paid date
- 24.1.39.7 Standard diagnosis codes (ICD-9-CM and ICD-10-CM), procedure codes (CPT/HCPCS), revenue codes and DRG codes, billing modifiers (include ALL that are listed on the claim)

24.1.39.8 Paid, denied, and adjusted claims
24.1.39.9 Recouped claims and reason for recoupment
24.1.39.10 Discharge status
24.1.39.11 Present on Admission (POA)
24.1.39.12 Length of Stay
24.1.39.13 Claim Type
24.1.39.14 Prior Authorization Information
24.1.39.15 Detail claim information vs. Summary information
24.1.39.16 Provider type
24.1.39.17 Category of Service
24.1.39.18 Admit time
24.1.39.19 Admit code
24.1.39.20 Admit source
24.1.39.21 Covered days
24.1.39.22 TPL information
24.1.39.23 Units of service
24.1.39.24 EOB
24.1.39.25 MCO ID#
24.1.39.26 Member MCO enrollment date
24.1.39.27 Member MCO enrollment #
24.1.39.28 Provider time in and time out for the specific service(s) provided
24.1.39.29 Data shall be clean, not scrubbed
24.1.39.30 And any other data deemed necessary by DHHS

25 Third Party Liability

DHHS and the MCO will cooperate in implementing cost avoidance and cost recovery activities. The rights and responsibilities of the parties relating to members and Third Party Payors are as follows:

25.1 MCO Cost Avoidance Activities

25.1.1 The MCO shall have primary responsibility for cost avoidance through the Coordination of Benefits (COB) relating to federal and private health insurance resources including, but not limited to, Medicare, private health insurance, Employees Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. 1396a(a)(25) plans, and workers compensation. The MCO must attempt to avoid initial payment of claims, whenever possible, when federal or private health insurance resources are available. To support that responsibility, the MCO must implement a file transfer protocol between the DHHS MMIS and the MCO's MCIS to receive Medicare and private insurance information and other information as required pursuant to 42 CFR 433.138. MCO shall require its subcontractors to promptly and consistently report COB information to the MCO.

25.1.2 The number of claims cost avoided by the MCO's claims system, including the amount of funds, the amounts billed, the amounts not collected, and the amounts denied, must be reported to DHHS in delimited text format.

25.1.3 The MCO shall maintain records of all COB collection efforts and results and report such information either through monthly electronic data transfers or access rights for DHHS to the MCO's data files. The data extract shall be in the delimited text format. Data elements may be subject to change during the course of the Agreement. The MCO shall accommodate changes required by DHHS and DHHS shall have access to all billing histories and other COB related data.

25.1.4 The MCO shall provide DHHS with a detailed claim history on a monthly basis of all paid claims based on a specific service date parameter requested for accident and trauma cases. These data shall be in the delimited text format. The claim history shall have, at a minimum, the following data elements;

- 25.1.4.1 Member name
- 25.1.4.2 Member ID
- 25.1.4.3 Dates of service
- 25.1.4.4 Claim unique identifier (transaction code number)
- 25.1.4.5 National Diagnosis Code
- 25.1.4.6 Diagnosis code description
- 25.1.4.7 National Drug Code
- 25.1.4.8 Drug code description
- 25.1.4.9 Amount billed by the provider
- 25.1.4.10 Amount paid by the MCO
- 25.1.4.11 Amount of other insurance recovery
- 25.1.4.12 Date claim paid
- 25.1.4.13 Performing provider

25.1.5 The MCO shall provide DHHS with a monthly file of COB collection effort and results. These data shall be in a delimited text format. The file should contain the following data elements:

- 25.1.5.1 Medicaid member name
- 25.1.5.2 Medicaid member ID
- 25.1.5.3 Insurance Carrier, other public payer, PBM, or benefit administrator ID
- 25.1.5.4 Insurance Carrier, other public payer, PBM, or benefit administrator name
- 25.1.5.5 Date of Service
- 25.1.5.6 Claim unique identifier (transaction code number)
- 25.1.5.7 Date billed to the insurance carrier, other public payer, PBM, or benefit administrator
- 25.1.5.8 Amount billed
- 25.1.5.9 Amount recovered
- 25.1.5.10 Denial reason code
- 25.1.5.11 Denial reason description
- 25.1.5.12 Performing provider

25.1.6 The MCO and its subcontractors shall not deny or delay approval of otherwise covered treatment or services based upon Third Party Liability considerations nor bill or pursue collection from a member for services. The MCO may neither unreasonably delay payment nor deny payment of claims unless the probable existence of Third Party Liability is established at the time the claim is adjudicated.

25.2 DHHS Cost Avoidance and Recovery Activities

25.2.1 DHHS shall be responsible for:

- 25.2.1.1 Medicare and insurance verification and submitting this information to the MCO;
- 25.2.1.2 Cost avoidance and pay and chase of those services that are excluded from the MCO;
- 25.2.1.3 Accident and trauma recoveries;
- 25.2.1.4 Lien, Adjustments and Recoveries and Transfer of Assets pursuant to § 1917 of the SSA;
- 25.2.1.5 Mail order co-pay deductible pharmacy program;
- 25.2.1.6 Veterans Administration benefit determination;
- 25.2.1.7 Health Insurance Premium Payment Program; and
- 25.2.1.8 Audits of MCO collection efforts and recovery.

25.3 Post-Payment Recovery Activities

25.3.1 Post-payment recoveries are categorized by (a) health-related insurance resources and (b) Other Resources.

25.3.2 Health-related insurance resources are ERISA health benefit plans, Blue Cross/Blue Shield subscriber contracts, Medicare, private health insurance, workers compensation, and health insurance contracts.

25.3.3 Other resources with regard to Third Party Liability include but are not limited to: recoveries from personal injury claims, liability insurance, first party automobile medical insurance, and accident indemnity insurance.

25.4 MCO Post Payment Activities

25.4.1 The MCO is responsible for pursuing, collecting, and retaining recoveries of health-related insurance resources, including a claim involving Workers' Compensation or where the liable party has improperly denied payment based upon either lack of a medically necessary determination or lack of coverage. The MCO is encouraged to develop and implement cost-effective procedures to identify and pursue cases that are susceptible or collection through either legal action or traditional subrogation and collection procedures.

25.4.2 The MCO shall be responsible for Reviewing claims for accident and trauma codes as required under 42 C.F.R. §433.138 (e). The MCO shall specify the guideline used in determining accident and trauma claims and establish a procedure to send the DHHS Accident Questionnaire to Medicaid members, postage pre-paid, when such potential claim is identified. The MCO shall

instruct members to return the Accident Questionnaire to DHHS. The MCO shall provide the guidelines and procedures to DHHS for review and approval prior to the first readiness review.

25.4.3 Due to potential time constraints involving accident and trauma cases and due to the large dollar value of many claims which are potentially recoverable by DHHS, the MCO must identify these cases before a settlement has been negotiated. Should DHHS fail to identify and establish a claim prior to settlement due to the MCO's untimely submission of notice of legal involvement where the MCO has received such notice, the amount of the actual loss of recovery shall be assessed against the MCO. The actual loss of recovery shall not include the attorney's fees or other costs, which would not have been retained by DHHS.

25.4.4 The MCO has 180 calendar days from the date of service of health-related insurance resources to initiate recovery and may keep any funds that it collects. The MCO must indicate its intent to recover on health-related insurance by providing to DHHS an electronic file of those cases that will be pursued. The cases must be identified and a file provided to DHHS by the MCO within 30 days of the date of discovery of the resource.

25.4.5 The MCO is responsible for pursuing, collecting, and retaining recoveries of health-related insurance resources where the liable party has improperly denied payment based upon either lack of a Medically Necessary determination or lack of coverage. The MCO is encouraged to develop and implement cost-effective procedures to identify and pursue cases which are susceptible to collection through either legal action or traditional subrogation and collection procedures.

25.5 DHHS Post Payment Recovery Activity

25.5.1 DHHS retains the sole and exclusive right to investigate, pursue, collect and retain all Other Resources, including accident and trauma. DHHS is assigned the MCO's subrogation rights to collect the "Other Resources" covered by this provision. Any correspondence or Inquiry forwarded to the MCO (by an attorney, provider of service, insurance carrier, etc.) relating to a personal injury accident or trauma-related medical service, or which in any way indicates that there is, or may be, legal involvement regarding the Recipient and the services which were provided, must be immediately forward to DHHS.

25.5.2 The MCO may neither unreasonably delay payment nor deny payment of Claims because they involved an injury stemming from an accident such as a motor vehicle accident, where the services are otherwise covered. Those funds recovered by DHHS under the scope of these "Other Resources" shall be retained by DHHS.

25.5.3 DHHS may pursue, collect and retain recoveries of all health-related insurance cases which are outstanding, that is, not identified by the MCO for recovery, after the later of nine (9) months from the date of service provided to the Member or six (6) months after the date of payment. Notification of intent to pursue, collect and retain health-related insurance is the sole responsibility of

the MCO, and cases not identified for recovery will become the sole and exclusive right of DHHS to pursue, collect and retain. The MCO must notify DHHS through the prescribed electronic file process of all outcomes for those cases identified for pursuit by the MCO.

25.5.4 Should DHHS lose recovery rights to any Claim due to late or untimely filing of a Claim with the liable third party, and the untimeliness in billing that specific Claim is directly related to untimely submission of Encounter Data or additional records under special request, or inappropriate denial of Claims for accidents or emergency care in casualty related situations, the amount of the unrecoverable Claim shall be assessed against the MCO.

26 Compliance with State and Federal Laws

26.1 General

26.1.1 The MCO, its subcontractors, and the providers with which they have Agreements with, shall adhere to all applicable federal and State laws, including subsequent revisions, whether or not included in this subsection [42 CFR 438.6; 42 CFR 438.100(a)(2); 42 CFR 438.100(d)].

26.1.2 The MCO shall ensure that safeguards at a minimum equal to federal safeguards (41 USC 423, section 27) are in place, providing safeguards against conflict of interest [§1923(d)(3) of the SSA; SMD letter 12/30/97].

26.1.3 The MCO shall comply with the following Federal and State Medicaid Statutes, Regulations, and Policies:

- 26.1.3.1 Medicare: Title XVIII of the Social Security Act, as amended; 42 U.S.C.A. §1395 et seq.
- 26.1.3.2 Related rules: Title 42 Chapter IV
- 26.1.3.3 Medicaid: Title XIX of the Social Security Act, as amended; 42 U.S.C.A. §1396 et seq. (specific to managed care: §§ 1902(a)(4), 1903(m), 1905(t), and 1932 of the SSA)
- 26.1.3.4 Related rules: Title 42 Chapter IV (specific to managed care: 42 CFR § 438; see also 431 and 435)
- 26.1.3.5 Children's Health Insurance Program (CHIP): Title XXI of the Social Security Act, as amended; 42 U.S.C. 1397;
  - 26.1.3.5.1 Regulations promulgated thereunder: 42 CFR 457
- 26.1.3.6 Patient Protection and Affordable Care Act of 2010
- 26.1.3.7 Health Care and Education Reconciliation Act of 2010, amending the Patient Protection and Affordable Care
- 26.1.3.8 American Recovery and Reinvestment Act
- 26.1.3.9 42 CFR 435; XX-YY, Chapter ZZ DHHS Eligibility Manual, NH Laws (RSAs), Regulations, State Plan?

26.1.4 The MCO will not release and make public statements or press releases concerning the program without the prior consent of DHHS.

26.1.5 The MCO shall comply with the Health Insurance Portability & Accountability Act of 1996 (between the State and the MCO, as governed by 45 C.F.R. Section 164.504(e)). Terms of the Agreement shall be considered binding

upon execution of this Agreement, shall remain in effect during the term of the Agreement including any extensions, and its obligations shall survive the Agreement.

26.2 Non-Discrimination

26.2.1 The MCO shall require its providers and subcontractors to comply with the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Title IX of the Education Amendments of 1972 (regarding education programs and activities), the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the regulations (45 C.F.R. Parts 80 & 84) pursuant to that Act, and the provisions of Executive Order 11246, Equal Opportunity, dated September 24, 1965, and all rules and regulations issued thereunder, and any other laws, regulations, or orders which prohibit discrimination on grounds of age, race, ethnicity, mental or physical disability, sexual or affectional orientation or preference, marital status, genetic information, source of payment, sex, color, creed, religion, or national origin or ancestry.

26.2.2 ADA Compliance

26.2.2.1 The MCO shall require its providers or subcontractors to comply with the requirements of the Americans with Disabilities Act (ADA). In providing health care benefits, the MCO shall not directly or indirectly, through contractual, licensing, or other arrangements, discriminate against Medicaid beneficiaries who are qualified disabled individuals covered by the provisions of the ADA. A "qualified individual with a disability" defined pursuant to 42 U.S.C. § 12131 is an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity (42 U.S.C. § 12131).

26.2.2.2 The MCO shall submit to DHHS a written certification that it is conversant with the requirements of the ADA, that it is in compliance with the law, and that it has assessed its provider network and certifies that the providers meet ADA requirements to the best of the MCO's knowledge. The MCO shall survey its providers of their compliance with the ADA using a standard survey document that will be developed by the State. Survey attestation shall be kept on file by the MCO and shall be available for inspection by the DHHS. The MCO warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the MCO to be in compliance with the ADA. Where applicable, the MCO shall abide by the provisions of Section 504 of the federal

Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, regarding access to programs and facilities by people with disabilities.

26.2.2.3 The MCO shall have written policies and procedures that ensure compliance with requirements of the Americans with Disabilities Act of 1990, and a written plan to monitor compliance to determine the ADA requirements are being met. The compliance plan shall be sufficient to determine the specific actions that will be taken to remove existing barriers and/or to accommodate the needs of members who are qualified individuals with a disability. The compliance plan shall include the assurance of appropriate physical access to obtain included benefits for all members who are qualified individuals with a disability including, but not limited to, street level access or accessible ramp into facilities; access to lavatory; and access to examination rooms.

26.2.2.4 The MCO shall forward to DHHS copies of all grievances alleging discrimination against members because of race, color, creed, sex, religion, age, national origin, ancestry, marital status, sexual or affectional orientation, physical or mental disability for review and appropriate action within three (3) business days of receipt by the MCO.

26.2.3 Non-Discrimination in Employment

26.2.3.1 The MCO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The MCO will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MCO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

26.2.3.2 The MCO will, in all solicitations or advertisements for employees placed by or on behalf of the MCO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

26.2.3.3 The MCO will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the MCO's commitments under Section 202 of

Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26.2.3.4 The MCO will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

26.2.3.5 The MCO will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

26.2.3.6 In the event of the MCO's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the MCO may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

26.2.3.7 The MCO will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The MCO will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the MCO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the MCO may request the United States to enter into such litigation to protect the interests of the United States.

26.2.4 Non-Discrimination in Enrollment

26.2.4.1 The MCO shall and shall require its providers and subcontractors to accept assignment of an member and not discriminate against eligible members because of race, color, creed, religion, ancestry, marital status, sexual orientation, national origin, age, sex, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, the Americans with Disabilities Act of

1990 (ADA), 42 U.S.C. § 12131 and rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulation.

26.2.4.2 The MCO shall and shall require its providers and subcontractors to not discriminate against eligible persons or members on the basis of their health or mental health history, health or mental health status, their need for health care services, amount payable to the MCO on the basis of the eligible person's actuarial class, or pre-existing medical/health conditions.

26.2.5 Non-Discrimination with Respect to Providers

26.2.5.1 The MCO shall not discriminate with respect to participation, reimbursement, or indemnification as to any provider who is acting within the scope of the provider's license or certification under applicable State law, solely on the basis of such license or certification or against any provider that serves high-risk populations or specializes in conditions that require costly treatment. This paragraph shall not be construed to prohibit an organization from including providers only to the extent necessary to meet the needs of the organization's members, from establishing any measure designed to maintain quality and control costs consistent with the responsibilities of the organization, or use different reimbursement amounts for different specialties or for different practitioners in the same specialty. If the MCO declines to include individual or groups of providers in its network, it shall give the affected providers written notice of the reason for the decision.

26.3 Changes in Law

26.3.1 The MCO shall implement appropriate system changes, as required by changes to federal and state laws or regulations.

27 Administrative Quality Assurance Standards

27.1 Claims Payment Standards

27.1.1 The MCO shall pay or deny ninety-five percent (95%) of clean claims within thirty (30) days of receipt, or receipt of additional information [42 CFR 447.46; 42 CFR 447.45(d)(2), (d)(3), (d)(5), and (d)(6)].

27.1.2 The MCO shall pay interest on any clean claims that are not paid within thirty (30) days at the interest rate published in the Federal Register in January of each year for the Medicare program.

27.1.3 The MCO shall pay or deny all claims within sixty (60) days of receipt.

27.1.4 Additional information necessary to process incomplete claims shall be requested from the provider within 30 days from the date of original claim receipt.

27.1.5 For purposes of this requirement, New Hampshire DHHS has adopted the claims definitions established by CMS under the Medicare program, which is are follows:

27.1.5.1 "clean" claim: a claim that does not have any defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment.

27.1.5.2 "incomplete" claim: a claim that is denied for the purpose of obtaining additional information from the provider.

27.1.6 Claims payment timeliness shall be measured from the received date, which is the date a paper claim is received in the MCO's mailroom or an electronic claim is submitted. The paid date is the date a payment check or electronic funds transfer is issued to the service provider. The denied date is the date at which the MCO determines that the submitted claim is not eligible for payment.

27.2 Quality Assurance Program

27.2.1 The MCO shall maintain an internal program to routinely measure the accuracy of claims processing for MCIS and report results to DHHS on a monthly basis. Monthly reporting shall be based on a review of a statistically valid sample of paid and denied claims determined with a ninety-five percent (95%) confidence level, +/- three percent (3%), assuming an error rate of three percent (3%) in the population of managed care claims.

27.2.2 The MCO shall implement Corrective Action Plans to identify any issues and/or errors identified during claim reviews and report resolution to DHHS.

27.3 Claims Financial Accuracy

27.3.1 Claims financial accuracy measures the accuracy of dollars paid to providers. It is measured by evaluating dollars overpaid and underpaid in relation to total paid amounts taking into account the dollar stratification of claims. The MCO shall pay ninety-nine percent (99%) of dollars accurately.

27.4 Claims Payment Accuracy

27.4.1 Claims payment accuracy measures the percentage of claims paid or denied correctly. It is measured by dividing the number of claims paid/denied correctly by the total claims reviewed. The MCO shall pay ninety-seven percent (97%) of claims accurately.

27.5 Claims Processing Accuracy

27.5.1 Claims processing accuracy measures the percentage of claims that are accurately processed in their entirety from both a financial and non-financial perspective; i.e., claim was paid/denied correctly and all coding was correct, business procedures were followed, etc. It is measured by dividing the total number of claims processed correctly by the total number of claims reviewed. The MCO shall process ninety-five percent (95%) of all claims correctly.

28 Privacy and Security of Members

28.1.1 The MCO shall be in compliance with privacy policies established by governmental agencies or by State or federal law.

28.1.2 The MCO shall provide sufficient security to protect the State and DHHS data in network, transit, storage, and cache.

28.1.3 In addition to adhering to privacy and security requirements contained in other applicable laws and statutes, the MCO shall execute as part of this Agreement a Business Associates Agreement governing the permitted uses and disclosure and security of Protected Health Information.

28.1.4 The MCO shall ensure that it uses and discloses individually identifiable health information in accordance with HIPAA privacy requirements in 45 CFR parts 160 and 164, subparts A and E, to the extent that these requirements are applicable [42 CFR 438.224]; complies with federal statutes and regulations governing the privacy of drug and alcohol abuse patient records (42 CFR, Part 2), and all applicable state statutes and regulations, including but not limited to: R.S.A. 167:30: protects the confidentiality of all DHHS records with identifying medical information in them.

28.1.5 With the exception of submission to the Comprehensive Healthcare Information System or other requirements of State or federal law, claims and member data on New Hampshire Medicaid members may not be released to any party without the express written consent of DHHS.

28.1.6 The MCO shall ensure that in the process of coordinating care, each member's privacy is protected consistent with the confidentiality requirements in 45 CFR parts 160 and 164. 45 CFR Part 164 specifically describes the requirements regarding the privacy of individually identifiable health information [42 CFR 438.208(b)(1), (2), and (3)].

29 Finance

29.1 Financial Standards

29.1.1 In compliance with 42 CFR 438.116, the MCO shall maintain a minimum level of capital as determined in accordance with New Hampshire NHID regulations, and any other relevant laws and regulations.

29.1.2 The MCO shall maintain a risk-based capital (RBC) ratio to meet or exceed the NHID regulations, and any other relevant laws and regulations.

29.1.3 With the exception of payment of a claim for a medical product or service that was provided to a member, and that is in accordance with a written Agreement with the provider, the MCO may not pay money or transfer any assets for any reason to an affiliate without prior approval from DHHS, if any of the following criteria apply:

29.1.3.1 RBC ratio was less than 2.0 for the most recent year filing, per R.S.A. 404-F:14 (III)

29.1.3.2 MCO was not in compliance with the NHID solvency requirement

29.1.4 The MCO shall notify DHHS within ten (10) calendar days when its Agreement with an independent auditor or actuary has ended and seek approval of, and the name of the replacement auditor or actuary, if any from DHHS.

29.1.5 The MCO shall maintain current assets, plus long-term investments that can be converted to cash within seven (7) calendar days without incurring a penalty of more than twenty percent (20%) that equal or exceed current liabilities.

29.1.6 The MCO shall not be responsible for DSH/GME (IME/DME) payments to hospitals. DSH and GME amounts are not included in capitation payments.

29.2 Capitation Payments

29.2.1 Capitation rates for the agreement period through June 30, 2013 are shown in Exhibit B and were determined as part of Agreement negotiations, any best and final offer process, and the DHHS actuary's soundness certification. For each of the subsequent years of the Agreement actuarially sound per member, per month capitated rates will be calculated and certified by the DHHS's actuary.

29.2.2 DHHS will make a monthly payment to the MCO for each member enrolled in the MCO's plan. The rates for the first year will be valid from the Program start date through June 30, 2013. After the first Agreement year, the capitation rates will be valid for 12 months, July 1st through June 30th. The capitation rates will be risk adjusted as follows:

29.2.2.1 The Chronic Illness and Disability Payment System and Medicaid Rx risk adjuster (CDPS + Rx) will be used to risk adjust MCO capitation payments. Risk adjustment will be calculated on a prospective basis. The MCO Adjusted Risk Factor will equal the average risk factor across all beneficiaries that the MCO enrolls divided by the average risk factor for the entire population that is eligible to enroll in the Care Management Program (FFS eligibles + MCO members).

29.2.2.2 A CDPS + Rx risk score will be developed for members with six (6) months or more of data (either FFS or managed care). For members with less than six (6) months data, a score equal to the average of those beneficiaries with scores in each cohort (i.e., the MCO-specific average or the FFS average) will be used.

29.2.2.3 CDPS + Rx risk scores and age/gender scores will be updated annually.

29.2.2.4 Age/gender scores are based upon the average score of individuals in the rate cell that the member has been assigned to.

29.2.2.5 The MCO adjusted Risk Factor will be set to 1.00 for payments in the first quarter of the first year. The most current available month's enrollment will be used to establish the MCO Adjusted Risk Factor at the beginning of each of the following three quarters.

29.2.3 The capitation payment will be made retrospectively with a two (2) month delay. For example, a payment will be made within five (5) business days of the first day in October 2012 for services provided in July 2012.

29.2.4 Capitation payment settlements will be made at three (3) month intervals. DHHS will recover capitation payments made for deceased members, or members who were later determined to be ineligible for Medicaid and/or for Medicaid managed care.

29.2.5 Capitation payments for members who became ineligible for services in the middle of the month will be prorated based on the number of days eligible in the month.

29.2.6 For each live birth, DHHS will make a one-time maternity kick payment to the MCO with whom the mother is enrolled on the date of birth. This payment is a global fee to cover all maternity expenses, including all delivery and postpartum care. In the event of a multiple birth DHHS will only make only one maternity kick payment. A live birth is defined in accordance with NH Vital Records reporting requirements for live births as specified in RSA 5-C.

29.2.7 For each live birth, DHHS will make a one-time newborn kick payment to the MCO with whom the mother is enrolled on the date of birth. This payment is a global fee to cover all newborn expenses incurred in the first two (2) months of life, including all hospital, professional, pharmacy, and other services. For example, the newborn kick payment will cover all services provided in July 2012 and August 2012 for a baby born any time in July 2012. Enrolled babies will be covered under the MCO capitated rates thereafter.

29.2.8 The MCO shall submit information on maternity and newborn events to DHHS. The MCO shall follow written policies and procedures, as developed by DHHS, for receiving, processing and reconciling maternity payments.

29.2.9 One percent (1.0%) of each member's capitation payment to the MCO will be withheld annually to support DHHS' quality performance benchmark incentive program. Incentives will be measured annually (first measurement period July 2012 – June 2013) and incentive payments will be distributed by the end of the following Agreement year. Further details of the Performance Incentive program are described in Section [20.6].

29.2.10 One percent (1.0%) of each member's capitation payment to the MCO will be withheld annually to support DHHS's payment reform incentive program. Details of the Incentive Program are described in Section 9.

29.2.11 DHHS will inform the MCO of any required program revisions or additions in a timely manner. DHHS may adjust the rates to reflect these changes as necessary to maintain actuarial soundness.

29.3 Financial Responsibility for Dual-Eligibles

29.3.1 The MCO shall pay any Medicare coinsurance and deductible amount up to what New Hampshire Medicaid would have paid for that service, whether or not the Medicare provider is included in the MCO's provider network. These payments are included in the calculated capitation payment.

29.4 Premium Payments

29.4.1 DHHS is responsible for collection of any premium payments from members. If the MCO inadvertently receives premium payments from members, it shall inform the member and forward the payment to DHHS.

29.5 Sanctions

29.5.1 If the MCO fails to comply with the financial requirements in section 29, DHHS may take any or all of the following actions:

- 29.5.1.1 Require the MCO to submit and implement a Corrective Action Plan
- 29.5.1.2 Suspend enrollment of members to the MCO after the effective date of sanction
- 29.5.1.3 Terminate the Agreement upon 45 days written notice
- 29.5.1.4 Apply liquidated damages according to Section 32

29.6 Medical Cost Accruals

29.6.1 The MCO shall establish and maintain an actuarially sound process to estimate Incurred But Not Reported (IBNR) claims.

29.7 Audits

29.7.1 The MCO shall allow DHHS and/or the NHID to inspect and audit any of the financial records of the MCO and its subcontractors. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their costs [42 CFR 438.6(g), SMM 2087.7; 42 CFR 434.6(a)(5)].

29.7.2 Within one hundred and twenty (120) calendar days or other mutually agreed upon date following the end of each of the MCO's fiscal years during which the MCO has been under this Agreement, the MCO shall provide DHHS a copy of its audited financial statements. Financial statements shall be submitted in either paper format or electronic format, provided that all electronic submissions shall be in PDF format or another read-only format that maintains the documents' security and integrity.

29.8 Member Liability

29.8.1 The MCO shall not hold its Medicaid members liable for:

- 29.8.1.1 The MCO's debts, in the event of the MCO's insolvency [42 CFR 438.116(a); SMM 2086.6];
- 29.8.1.2 The covered services provided to the member, for which the State does not pay the MCO;
- 29.8.1.3 The covered services provided to the member, for which the State, or the MCO does not pay the individual or health care provider that

furnishes the services under a contractual, referral, or other arrangement; or

29.8.1.4 Payments for covered services furnished under a Agreement, referral, or other arrangement, to the extent that those payments are in excess of the amount that the member would owe if the MCO provided those services directly [§1932(b)(6) of the SSA; 42 CFR 438.106(a), (b) and (c); 42 CFR 438.6(l); 42 CFR 438.230; 42 CFR 438.204(a); SMD letter 12/30/97].

29.8.2 Subcontractors and referral providers may not bill members any amount greater than would be owed if the entity provided the services directly [§1932(b)(6) of the SSA; 42 CFR 438.106(c); 42 CFR 438.6(l); 42 CFR 438.230; 42 CFR 438.204(a); SMD letter 12/30/97].

29.8.3 The MCO shall cover continuation of services to members for duration of period for which payment has been made, as well as for inpatient admissions up until discharge during insolvency [SMM 2086.6B].

29.9 Denial of Payment

29.9.1 Payments provided for under the Agreement will be denied for new members when, and for so long as, payment for those members is denied by CMS in accordance with the requirements in [§1903(m)(5)(B)(ii) of the SSA; 42 CFR 438.726(b); 42 CFR 438.730(e)].

29.10 Federal Matching Funds

29.10.1 Federal matching funds are not available for amounts expended for providers excluded by Medicare, Medicaid, or Children's Health Insurance Program (CHIP), except for emergency services [42 CFR 431.55(h) and 42 CFR 438.808; 1128(b)(8) and §1903(i)(2) of the SSA; SMD letter 12/30/97]. Payments made to such providers are subject to recoupment from the MCO by DHHS.

30 Termination

30.1 Transition Assistance

Upon receipt of notice of termination of this Agreement by DHHS, the MCO shall provide any transition assistance reasonably necessary to enable DHHS or its designee to effectively close out this Agreement and move the work to another vendor or to perform the work itself.

30.1.1 Transition Plan

30.1.1.1 MCO must prepare a Transition Plan which is acceptable to and approved by DHHS to be implemented between receipt of notice and the termination date.

30.1.2 Data

30.1.2.1 The MCO shall be responsible for the provision of necessary information and records, whether a part of the MCIS or compiled

and/or stored elsewhere, to DHHS and/or its designee during the closeout period to ensure a smooth transition of responsibility. DHHS and/or its designee shall define the information required during this period and the time frames for submission.

30.1.2.2 All data and information provided by the MCO shall be accompanied by letters, signed by the responsible authority, certifying to the accuracy and completeness of the materials supplied. The MCO shall transmit the information and records required within the time frames required by DHHS. DHHS shall have the right, in its sole discretion, to require updates to these data at regular intervals.

30.2 Service Authorization

30.2.1 Effective fourteen (14) calendar days prior to the last day of the closeout period, the MCO shall work cooperatively with DHHS and/or its designee to process service authorization requests received. The MCO shall be financially responsible for approved requests when the service is provided on or before the last day of the closeout period or if the service is provided through the date of discharge or thirty-one (31) days after the cancellation or termination of this Agreement for members who remain hospitalized after the last day of the transition period. Disputes between the MCO and DHHS and/or its designee regarding service authorizations shall be resolved by DHHS.

30.2.2 The MCO shall give notice on the date that the timeframes expire when service authorization decisions not reached within the timeframes for either standard or expedited service authorizations. Untimely service authorizations constitute a denial and are thus adverse actions [42 CFR 438.404(c)(5)].

30.3 Termination for Cause

30.3.1 DHHS shall have the right to terminate this Agreement, without liability to the State, in whole or in part if the MCO [42 CFR 438.610(c)(3); 42 CFR 434.6(a)(6)]:

30.3.1.1 Takes any action or fails to prevent an action that threatens the health, safety or welfare of any member, including significant marketing abuses;

30.3.1.2 Takes any action that threatens the fiscal integrity of the Medicaid program;

30.3.1.3 Has its certification suspended or revoked by any federal agency and/or is federally debarred or excluded from federal procurement and/or non-procurement Agreement;

30.3.1.4 Materially breaches this Agreement or fails to comply with any term or condition of this Agreement that is not cured within twenty (20) business days of DHHS' notice and written request for compliance;

30.3.1.5 Violates state or federal law or regulation;

30.3.1.6 Fails to carry out the substantive terms of this Agreement that is not cured within twenty (20) business days of DHHS's notice and written request for compliance;

30.3.1.7 Becomes insolvent;

30.3.1.8 Fails to meet applicable requirements in sections §1932, §1903 (m) and §1905(t) of the SSA [42 CFR 438.708]. In the event of a termination by DHHS pursuant to 42 CFR 438.708, DHHS shall provide the MCO with a pre-termination hearing in accordance with 42 CFR 438.710;

30.3.1.9 Received a "going concern" finding in an annual financial report or indications that creditors are unwilling or unable to continue to provide goods, services or financing or any other indication of insolvency; or

30.3.1.10 Brings a proceeding voluntarily, or has a proceeding brought against it involuntarily, under the Bankruptcy Act.

30.3.1.11 Fails to correct significant failures in carrying out the substantive terms of this Agreement that is not cured within twenty (20) business days of DHHS's notice and written request for compliance.

30.3.2 If DHHS terminates this Agreement for cause, the MCO shall be responsible to DHHS for all reasonable costs incurred by DHHS, the State of New Hampshire, or any of its administrative agencies to replace the MCO. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonable attributable to the MCO's failure to perform any service in accordance with the terms of this Agreement.

30.4 Termination for Other Reasons

30.4.1 Either party may terminate this Agreement upon a breach by a party of any material duty or obligation hereunder which breach continues unremedied for sixty (60) days after written notice thereof by the other party.

30.4.2 DHHS may terminate this Agreement after written notice thereof to the MCO in the event the MCO fails to accept the actuarially sound capitation rates established by DHHS for Year 2 or later of the program. In the event of such termination, the MCO shall accept the lesser of the most recently agreed to capitation rates or the new annual capitation rate for each rating category as payment in full for Covered Services and all other services required under this Agreement delivered to Members until all Members have been disenrolled from the MCO's plan consistent with any mutually agreed upon transition plans to protect Members.

30.5 Survival of terms.

Termination or expiration of this Contract for any reason will not release either Party from any liabilities or obligations set forth in this Contract that:

30.5.1 The Parties have expressly agreed shall survive any such termination or expiration; or

30.5.2 Arose prior to the effective date of termination and remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

30.6 Notice of Hearing

Except because of change in circumstances or in the event DHHS terminates this Agreement pursuant to subsections (1), (2), (3) or (10 of Section 30.3.1, DHHS shall give the MCO ninety (90) days advance, written notice of termination of this Agreement and shall provide the MCO with an opportunity to protest said termination and/or request an informal hearing in accordance with 42 CFR 438.710. This notice shall specify the applicable provisions of this Agreement and the effective date of termination, which shall not be less than will permit an orderly disenrollment of members to the Medicaid FFS program or transfer to another MCO.

31 Agreement Closeout

31.1 Period

31.1.1 A closeout period shall begin one-hundred twenty (120) calendar days prior to the last day the MCO is responsible for coverage of specific beneficiary groups or operating under this Agreement. During the closeout period, the MCO shall work cooperatively with, and supply program information to, any subsequent MCO and DHHS. Both the program information and the working relationships between the two MCOs shall be defined by DHHS.

31.2 Data

31.2.1 The MCO shall be responsible for the provision of necessary information and records, whether a part of the MCIS or compiled and/or stored elsewhere, to the new MCO and/or DHHS during the closeout period to ensure a smooth transition of responsibility. The new MCO and/or DHHS shall define the information required during this period and the time frames for submission.

31.2.2 All data and information provided by the MCO shall be accompanied by letters, signed by the responsible authority, certifying to the accuracy and completeness of the materials supplied. The MCO shall transmit the information and records required under this Article within the time frames required by DHHS. DHHS shall have the right, in its sole discretion, to require updates to these data at regular intervals.

31.3 Service Authorizations

31.3.1 Effective 14 calendar days prior to the last day of the closeout period, the MCO shall work cooperatively with the new MCO to process service

authorization requests received. The MCO shall be financially responsible for approved requests when the service is provided on or before the last day of the closeout period or if the service is provided through the date of discharge or thirty-one (31) days after the cancellation or termination of this Agreement for members who remain hospitalized after the last day of the transition period. Disputes between the MCO and the new MCO regarding service authorizations shall be resolved by DHHS.

31.3.2 The MCO shall give notice on the date that the timeframes expire when service authorization decisions not reached within the timeframes for either standard or expedited service authorizations. Untimely service authorizations constitute a denial and are thus adverse actions [42 CFR 438.404(c)(5)].

32 Remedies

32.1 Reservation of Rights and Remedies

32.1.1 A material default or breach in this Agreement will cause irreparable injury to DHHS. In the event of any claim for default or breach of this Agreement, no provision of this Agreement shall be construed, expressly or by implication, as a waiver by the State of New Hampshire to any existing or future right or remedy available by law. Failure of the State of New Hampshire to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the MCO from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the State of New Hampshire to insist upon the strict performance of this Agreement. In addition to any other remedies that may be available for default or breach of the Agreement, in equity or otherwise, DHHS may seek injunctive relief against any threatened or actual breach of this Agreement without the necessity of proving actual damages. DHHS reserves the right to recover any or all administrative costs incurred in the performance of this Agreement during or as a result of any threatened or actual breach.

32.2 Liquidated Damages

32.2.1 DHHS and the MCO agree that it will be extremely impracticable and difficult to determine actual damages that DHHS will sustain in the event the MCO fails to maintain the required performance standards indicated below throughout the life of this Agreement. Any breach by the MCO will delay and disrupt DHHS's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

32.2.2 Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to DHHS. Except and to the extent

expressly provided herein, DHHS shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

32.2.3 DHHS shall make all assessments of liquidated damages. Should DHHS determine that liquidated damages may, or will be assessed, DHHS shall notify the MCO as specified in Section 32.9 of this Agreement.

32.2.4 The MCO shall submit a written Corrective Action Plan to DHHS, within five business days of notification, for review and approval prior to implementation of corrective action.

32.2.5 The MCO agrees that as determined by DHHS, failure to provide services meeting the performance standards below will result in liquidated damages as specified. The MCO agrees to abide by the Performance Standards and Liquidated Damages specified, provided that DHHS has given the MCO data required to meet performance standards in a timely manner. DHHS's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

32.2.6 The remedies specified in this Section shall apply until the failure is cured or an resulting dispute is resolved in the MCO's favor.

32.2.7 Liquidated damages may be assessed for each day, incidence or occurrence, as applicable, of a violation or failure.

32.2.8 The amount of liquidated damages assessed by DHHS to the MCO shall not exceed 3% of total expected yearly capitated payments, based on average annual membership from start date, for the MCO.

32.3 Category 1

Liquidated damages up to $100,000 per violation or failure may be imposed for Category 1 events. Category 1 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.3.1 Acts that discriminate among Members on the basis of their health status or need for health care services. This includes termination of enrollment or refusal to re-enroll an enrollee, except as permitted under law or under this Agreement, or any practice that would reasonably be expected to discourage enrollment by an enrollee whose medical condition or history indicates probable need for substantial future medical services. [42 CFR 700(b)(3) and 42 CFR 704(b)(2)]

32.3.2 A determination by DHHS that a recipient was not enrolled because of a discriminatory practice; $15,000 for each recipient subject to the $100,000 overall limit in 42 CFR 704(b)(2).

32.3.3 Misrepresentations of actions or falsifications of information furnished to CMS or the State.

32.3.4 Failure to comply with material requirements in this Agreement.

32.3.5 Failure to provide medically necessary services that the MCO is required to provide under law, or under this Agreement, to a member covered under this Agreement.

32.3.6 Failure to meet the Administrative Quality Assurance Standards specified in Section 25 of this Agreement.

32.3.7 Failure of the MCO to assume full operation of its duties under this Agreement in accordance with the implementation and transition timeframes specified herein.

32.4 Category 2

Liquidated damages up to $25,000 per violation or failure may be imposed for Category 2 events. Category 2 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.4.1 Misrepresentation or falsification of information furnished to a member, potential member, or health care provider.

32.4.2 Distribution, directly, or indirectly, through any agent or independent MCO, marketing materials that have not been approved by the State or that contain false or materially misleading information.

32.4.3 Violation of any other applicable requirements of section 1903(m) or 1932 of the Social Security Act and any implementing regulations.

32.4.4 Imposition of premiums or charges on members that are in excess of the premiums or charges permitted under the Medicaid program; a maximum of $25,000 or double the amount of the charges, whichever is greater. The State will deduct the amount of the overcharge and return it to the affected member.

32.4.5 Failure to resolve member Appeals and Grievances within the timeframes specified in Section 17 of this Agreement.

32.4.6 Failure to ensure client confidentiality in accordance with 42 CFR 166 and 45 CFR 164; an incident of non-compliance shall be assessed as per member and/or per HIPAA regulatory violation.

32.4.7 Violation of a subcontracting requirement in this Agreement.

32.5 Category 3

Liquidated damages up to $10,000 per violation or failure may be imposed for Category 3 events. Category 3 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.5.1 Late, inaccurate, or incomplete turnover or termination deliverables.

32.6 Category 4

Liquidated damages up to $5,000 per violation or failure may be imposed for Category 4 events. Category 4 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.6.1 Failure to meet staffing requirements as specified in Section 6.

32.6.2 Failure to submit reports not otherwise addressed in this Section within the required timeframes.

32.7 Category 5

Liquidated damages as specified below may be imposed for Category 5 events. Category 5 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.7.1 Failure to provide a sufficient number of providers in order to ensure member access to all covered services and to meet the geographic access standards and timely access to service delivery specified in this Agreement:
- 32.7.1.1 $1,000 per day per occurrence until correction of the failure or approval by DHHS of a Corrective Action Plan;
- 32.7.1.2 $100,000 per day for failure to meet the requirements of the approved Corrective Action Plan.

32.7.2 Failure to submit readable, valid health care data derived from Claims, Pharmacy or Encounter data in the required form or format, and timeframes required by the terms of this Agreement:
- 32.7.2.1 $5,000 for each day the submission is late;
- 32.7.2.2 for submissions more than 30 calendar days late, DHHS reserves the right to withhold five percent (5%) of the aggregate capitation payments made to the MCO in that month until such time as the required submission is made.

32.7.3 Failure to implement the Disaster Recovery Plan (DRP):
- 32.7.3.1 Implementation of the DRP exceeds the proposed time by two (2) or less Calendar Days: five thousand dollars ($5,000) per day up to day 2.
- 32.7.3.2 Implementation of the DRP exceeds the proposed time by more than two (2) and up to five (5) Calendar Days: ten thousand dollars ($10,000) per day beginning with day 3 and up to day 5.
- 32.7.3.3 Implementation of the DRP exceeds the proposed time by more than five (5) and up to ten (10) Calendar Days: twenty five thousand dollars ($25,000) per day beginning with day 6 and up to day 10.
- 32.7.3.4 Implementation of the DRP exceeds the proposed time by more than ten (10) Calendar Days: fifty thousand dollars ($50,000) per day beginning with day 11.

32.7.4 Unscheduled system unavailability occurring during a continuous five (5) business day period:
- 32.7.4.1 Greater than or equal to two (2) and less than twelve (12) hours cumulative; up to one hundred twenty-five dollars ($125) for each thirty (30) minutes or portions thereof.
- 32.7.4.2 Greater than or equal to twelve (12) and less than twenty-four (24) hours cumulative; up to two hundred fifty dollars ($250) for each thirty (30) minutes or portions thereof.
- 32.7.4.3 Greater than or equal to twenty-four (24) hours cumulative; up to five hundred dollars ($500) for each thirty (30) minutes or portions thereof up to a maximum of twenty-five thousand dollars ($25,000) per occurrence.

32.7.5 Failure to correct a system problem not resulting in system unavailability within the allowed timeframe:
- 32.7.5.1 One (1) to fifteen (15) calendar days late; two hundred and fifty dollars ($250) per calendar day for days 1 through 15.

32.7.5.2 Sixteen (16) to thirty (30) calendar days late; five hundred dollars ($500) per calendar day for days 16 through 30.

32.7.5.3 More than thirty (30) calendar days late; one thousand dollars ($1,000) per calendar day for days 31 and beyond.

32.7.6 Failure to meet telephone hotline performance standards:

32.7.6.1 One thousand dollars ($1,000) for each percentage point that is below the target answer rate of ninety percent (90%) in thirty (30) seconds.

32.7.6.2 One thousand dollars ($1,000) for each percentage point that is above the target of a one percent (1%) blocked call rate.

32.7.6.3 One thousand dollars ($1,000) for each percentage point that is above the target of a five percent (5%) abandoned call rate.

32.7.7 The MCO shall resolve at least ninety-eight percent (98%) of member appeals within 30 calendar days from the date the appeal was filed with the MCO

32.8 Suspension of Payment

32.8.1 Payment of capitation payments shall be suspended when;

32.8.1.1 The MCO fails to cure a default under this Agreement within thirty (30) days of notification

32.8.1.2 Failure to submit Encounter data

32.8.1.3 Failure to submit Pharmacy data

32.8.1.4 Failing to act on identified Corrective Action Plan

32.8.1.5 Failure to implement approved program management or implementation plans.

32.8.1.6 Failure to submit or act on any transition plan, or corrective action plan, as specified in this Agreement.

32.8.1.7 Upon correction of the deficiency or omission, capitation payments shall be reinstated.

32.9 Administrative and other remedies

In addition to other liquidated damages described in Category 1-5 events, DHHS may impose the following other remedies:

32.9.1 Appointment of temporary management of the MCO, as provided in 42 CFR 438.706, if DHHS finds that the MCO has repeatedly failed to meet substantive requirements in Section 1903(m) or Section 1932 of the Social Security Act.

32.9.2 Suspending enrollment of new members and/or changing auto-assignment of new members to the MCO.

32.9.3 Granting members the right to terminate enrollment without cause and notifying affected members of their right to disenroll.

32.9.4 Suspension of payment to the MCO for members enrolled after the effective date of the remedies and until CMS or DHHS is satisfied that the reason for imposition of the remedies no longer exists and is not likely to occur.

32.9.5 Termination of the Agreement if the MCO fails to carry out the substantive terms of the Agreement or fails to meet the applicable requirements in Section 1903(m) or Section 1932 of the Social Security Act.
32.9.6 Civil monetary fines in accordance with 42 CFR 438.704.
32.9.7 Additional remedies allowed under State statute or regulation that address area of non-compliance specified in 42 CFR 438.700.

32.10 Notice of remedies

Prior to the imposition of either liquidated damages or any other remedies under this Agreement, including termination for breach, with the exception of requirements related to the Implementation Plan, DHHS will issue written notice of remedies that will include, as applicable, the following:
32.10.1 A citation to the law, regulation or Agreement provision that has been violated.
32.10.2 The remedies to be applied and the date the remedies shall be imposed.
32.10.3 The basis for DHHS's determination that the remedies shall be imposed.
32.10.4 Request for a Corrective Action Plan.
32.10.5 The timeframe and procedure for the MCO to dispute DHHS's determination. An MCO's dispute of a liquidated damage or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
32.10.6 If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the MCO's favor.

33 Dispute Resolution Process

33.1 Informal Dispute Process

In connection with any action taken or decision made by DHHS with respect to this Agreement, within ninety (90) days following the action or decision, the MCO may protest such action or decision by the delivery of a notice of protest to DHHS and by which the MCO may protest said action or decision and/or request an informal hearing with the New Hampshire Medicaid Director. The MCO shall provide DHHS with an explanation of its position protesting DHHS's action or decision. The Director will determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issue(s). It is understood that the presentation and discussion of the disputed issue(s) will be informal in nature. The Director will provide written notice of the time, format and location of the presentations. At the conclusion of the presentations, the Director will consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) calendar days after the conclusion of the presentation. The Director may appoint a designee to hear and determine the matter.

33.2 No Waiver

The MCO's exercise of its rights under Section 33.1 shall not limit, be deemed a waiver of, or otherwise impact the parties' rights or remedies otherwise available under law or

this Agreement, including but not limited to the MCO's right to appeal a decision of DHHS under RSA chapter 541-A or any applicable provisions of the N.H. Code of Administrative Rules, including but not limited to Chapter He-C 200 Rules of Practice and Procedure.

34 Confidentiality

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

It is understood that DHHS may, in the course of carrying out its responsibilities under this Agreement, have or gain access to confidential or proprietary data or information owned or maintained by the MCO. Insofar as the MCO seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the MCO must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. The MCO acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by the MCO as confidential, DHHS shall notify the MCO and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the MCO's responsibility and at the MCO's sole expense. If the MCO fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the MCO without incurring any liability to the MCO.

This Agreement is reimbursed on a per member per month capitation rate for the Agreement term, subject to all conditions contained within Exhibit A. Accordingly, no maximum or minimum product volume is guaranteed. Any quantities set forth in this contract are estimates only. The contractor agrees to serve all members in each category of eligibility who enroll with this contractor for covered services. Capitation payment rates are as follows:

Capitation Payment

Eligibility Category	Capitation Rates
Low Income Children and Adults -Age 2-11 Months	$ 176.03
Low Income Children and Adults -Age 1-5 Years	$ 101.68
Low Income Children and Adults -Age 6-13 Years	$ 148.09
Low Income Children and Adults -Female Age 14-18 Years	$ 184.03
Low Income Children and Adults -Male Age 14-18 Years	$ 166.97
Low Income Children and Adults -Female Age 19-44 Years	$ 344.91
Low Income Children and Adults -Male Age 19-44 Years	$ 263.72
Low Income Children and Adults -Age 45+ Years	$ 445.68
Foster Care / Adoption	$ 400.08
Breast and Cervical Cancer Program	$ 1,149.27
Severely Disabled Children	$ 1,187.31
Disabled Adults -Female Age 19-44 Years, Medicaid Only	$ 864.59
Disabled Adults -Male Age 19-44 Years, Medicaid Only	$ 854.85
Disabled Adults -Age 45+ Years, Medicaid Only	$ 1,164.74
Old Age Assistance Program -Medicaid Only – Non-Nursing Home Residents	$ 724.42
Nursing Home Residents -Medicaid Only	$ 1,528.78
Nursing Home Residents -Dual Eligibles	$ 77.55
Dual Eligibles -Age 0-44	$ 395.25
Dual Eligibles -Age 45-64	$ 519.63
Dual Eligibles -Age 65+	$ 241.77
Newborn Kick Payment	$ 1,923.73
Maternity Kick Payment	$ 2,746.77

Price Limitation. This Agreement is one of multiple contracts that will serve the New Hampshire Medicaid Care Management Program. The estimated member months, for year one of the Agreement, to be served among all contracts is 1,385,347. Accordingly, the price limitation among all contracts, for year one of the Agreement, based on the projected members per month is $381,923,030.

Invoicing. Invoices shall be submitted and will be paid based on the terms outlined in Exhibit A. Invoices for services shall be sent to the following address. The MCO shall be notified in writing should this information change during the course of the contract:

Attn: Medicaid Finance Director
New Hampshire Medicaid Managed Care Program
129 Pleasant Street
Concord, NH 03304

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 and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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

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

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

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

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

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

7. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   7.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   7.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   7.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

8. Audit: if applicable Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   8.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   8.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor

that the Contractor shall be held liable for any state or federal audit exceptions that are the responsibility of the Contractor and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

11. Publicity.
    11.1. MCO may use the name of DHHS, the State of New Hampshire, any DHHS Agency, and the name of the DHHS Medicaid Care Management Program in any media release, public announcement, or public disclosure relating to the Agreement or its subject matter only if, at least seven (7) calendar days prior to distributing the material, the MCO submits the information to DHHS for review and comment. If DHHS has not responded within seven (7) calendar days, the MCO may use the submitted

information. DHHS reserves the right to object to and require changes to the publication if, at DHHS's sole discretion, it determines that the publication does not accurately reflect the terms of the Agreement or the MCO's performance under the Agreement. .

11.2. MCO will provide DHHS with one (1) electronic copy of any information described in this Section prior to public release. MCO will provide additional copies, including hard copies, at the request of DHHS.

11.3. The requirements of this Section do not apply to:

11.3.1. proposals or reports submitted to DHHS, an administrative agency of the State of New Hampshire, or a governmental agency or unit of another state or the federal government;

11.3.2. information concerning the Agreement's terms, subject matter, and estimated value:

11.3.2.1. in any report to a governmental body to which the MCO is required by law to report such information, or

11.3.2.2. that the MCO is otherwise required by law to disclose.

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

13. Subparagraph 4 of the General Provision of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon appropriation continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State the liable for any payments hereunder in excess of

appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall the have the right to withhold payment until such fund become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account in the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

14. Paragraph 9 of the General Provisions, Data/Access/Confidentiality/Preservation, the following is added as subparagraph 9.3:

Notwithstanding the foregoing, for purposes of this Agreement, the word "data" shall not mean and expressly excludes all, materials, information, processes and programs that are owned by or proprietary to Contractor or that are licensed to Contractor by a third party, including any modifications or enhancements thereto.

15. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement any time for any reason, at the sole discretion of the State, 30 days after giving the Contract written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of the clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the

proposed communications in its Transition Plan submitted to the State as described above.

16. Subparagraph 14 of the General Provisions of this contract, Insurance, is amended by adding the following language:

14.4 MCO shall carry insurance to protect against the cost associated with potential data exposure or loss. This policy shall be no less than one million USD ($1,000,000) per breach incident.

SPECIAL PROVISIONS – DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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;

Contractor Initials: KHW
Date: 3/6/12

(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)

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

Granite State Health Plan Inc	From: 7/1/2011 To: 6/30/2013
(Contractor Name)	(Period Covered by this Certification)

Keith Williamson, Secretary
(Name & Title of Authorized Contractor Representative)

	3/16/2012
(Contractor Representative Signature)	(Date)

Contractor Initials: KHW
Date: 3-16-12

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: July 1, 2011 through June 30, 2013

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

(Contractor Representative Signature)	Keith Williamson, Secretary (Authorized Contractor Representative Name & Title)
Granite State Health Plan (Contractor Name)	03/16/2012 (Date)

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.

Contractor Initials: KW

Date: 3/16/12

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 (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: KW

Date: 2-16-12

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(Contractor Representative Signature)	Keith Williamson, Secretary (Authorized Contractor Representative Name & Title)
Granite State Health Plan, Inc (Contractor Name)	03/16/2012 (Date)

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)	Keith Williamson, Secretary (Authorized Contractor Representative Name & Title)
Granite State Health Plan, Inc (Contractor Name)	March 16, 2012 (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)	Keith Williamson, Secretary (Authorized Contractor Representative Name & Title)
Granite State Health Plan, Inc. (Contractor Name)	March 16, 2012 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

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k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

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h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: KW

Date: 3-16-12

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

DHHS/DCBCS/BEAS	Granite State Health Plan, Inc.
The State Agency Name	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
~~Nancy L. Rollins~~ Nicholas A Toumpas	Keith Williamson
Name of Authorized Representative	Name of Authorized Representative
~~Associate~~ Commissioner	Seceretary
Title of Authorized Representative	Title of Authorized Representative
	03/16/2012
Date	Date

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.

[signature]	Keith Williamson, Secretary
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Granite State Health Plan, Inc	03/16/2012
(Contractor Name)	(Date)

Contractor initials: KW
Date: 3/16/12

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: N/A

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?

x NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

The MCO's RFP (#12-DHHS-CM-01) Technical Proposal, including any addenda, submitted by the MCO is hereby incorporated.

MCO Encounter, Member, and Provider Data Sets

Data Element	Medical	Pharmacy	Member	Provider
Allowed amount	x	x		
Billed/Charge Amount	x	x		
Billing Provider City Name	x	x		x
Billing Provider Country Name	x	x		x
Billing Provider Location City Name	x	x		x
Billing Provider Location State or Province	x	x		x
Billing Provider Location Street Address	x	x		x
Billing Provider Location ZIP Code	x	x		x
Billing Provider Medicaid ID	x	x		x
Billing Provider Name	x	x		x
Billing Provider NPI	x	x		x
Billing Provider Payer ID	x	x		x
Billing Provider Specialty	x	x		x
Billing Provider State or Province	x	x		x
Billing Provider Street Address	x	x		x
Billing Provider Tax ID				x
Billing Provider Telephone Number				x
Billing Provider Type (e.g., hospital, optometrist)	x	x		x
Billing Provider ZIP Code	x	x		x
Category/Type of Service (e.g., 'Physician') universal across claim types to be defined in conjunction with DHHS, standard across MCOs)	x	x		
Charge Amount	x	x		
Claim Adjudication Date	x	x		
Claim ID	x	x		
Claim Line Number	x	x		
Claim Paid Date	x	x		
Claim Transaction Status (e.g., paid, denied)	x	x		
Claim Transaction Type (e.g., adjusted claim, void)	x	x		
Claim Type (e.g., drug, medical)	x	x		
Claim Version	x	x		
Co-pay Amount	x	x		
Date Claim Received	x	x		
Date of Service – From	x	x		
Date of Service – Through	x	x		
Date Service Approved	x	x		
Diagnosis Codes Principal and Other - MCO to Provide All Submitted by Providers	x			
Discharge Date	x			
Dual Medicare Status at Service Date of Claim	x	x		
E-Code	x			
EOB Codes	x			
Facility Type - Professional	x			
Institutional - Admission Date	x			
Institutional - Admission Hour	x			

Data Element	Medical	Pharmacy	Member	Provider
Institutional - Admission Source	x			
Institutional - Admission Type	x			
Institutional - Admitting Diagnosis	x			
Institutional - Covered Days	x			
Institutional - Days	x			
Institutional - Discharge Hour	x			
Institutional - Discharge Status	x			
Institutional - Inpatient - Present on Admission Codes for All Diagnosis Codes as Specified by DHHS	x			
Institutional - Inpatient DRG (if DRG payment system is used)	x			
Institutional - Inpatient DRG allowed amount (if DRG payment system is used)	x			
Institutional - Inpatient DRG outlier amount (if DRG payment system is used)	x			
Institutional - Inpatient DRG outlier days (if DRG payment system is used)	x			
Institutional - Inpatient DRG Version (if DRG payment system is used)	x			
Institutional - Inpatient DRG Version (if used)	x			
Institutional - Occurrence Code Values/Dates - MCO to Provide All Submitted by Providers	x			
Institutional - Occurrence Codes - MCO to Provide All Submitted by Providers	x			
Institutional - Revenue Code	x			
Institutional - Type of Bill	x			
Institutional Inpatient Procedure Codes (ICD) - MCO to Provide All Submitted by Providers	x			
Institutional Paid Amount - Detail (where applicable)	x	x		
MCO Assigned Provider ID	x	x		x
MCO Group ID Number	x	x	x	
MCO ID	x	x	x	x
MCO Internal Member ID	x	x	x	
Medicaid Eligibility Category at Service Date on Claim	x	x		
Medicaid Special Eligibility Category at Service Date on Claim (e.g., nursing home, waiver program)	x	x		
Medical Claim Drug Codes (e.g., J codes)	x			
Member Address	x	x	x	
Member Age at Time of Claim Using Last Date of Service	x	x		
Member Bureau of Behavioral Health Eligibility Status			x	
Member City	x	x	x	
Member County			x	
Member Date of Birth	x	x	x	
Member Date of Death			x	
Member Dual Medicare Status			x	
Member Gender	x	x	x	
Member Lock-In Dates			x	
Member Lock-In Indicator			x	
Member Lock-In Pharmacy/Provider			x	
Member Medicaid Eligibility Category			x	
Member Medicaid Special Eligibility Category (e.g., nursing home, waiver program)			x	
Member Name	x	x	x	
Member Rate Cell			x	
Member Risk Score/Status			x	
Member Risk Status Percentile Rank			x	

Data Element	Medical	Pharmacy	Member	Provider
Member SSN			x	
Member State	x	x	x	
Member Year and Month			x	
Member Zip Code	x	x	x	
NH Medicaid Member ID	x	x	x	
Outpatient Hospital Payment Group (if used)	x			
Outpatient Hospital Payment Grouper Used (if used)	x			
Outpatient Hospital Payment Grouper Version (if used)	x			
Paid Amount	x	x		
Pharmacy Basis of Provider Reimbursement on the Paid Claim		x		
Pharmacy Compound Drug Indicator		x		
Pharmacy Days Supply		x		
Pharmacy Dispensed as Written Indicator		x		
Pharmacy Dispensing Fee		x		
Pharmacy Drug Name		x		
Pharmacy Drug NDC		x		
Pharmacy Fill Number		x		
Pharmacy Generic Drug Indicator		x		
Pharmacy Ingredient Cost		x		
Pharmacy Location City Name		x		x
Pharmacy Location State or Province		x		x
Pharmacy Location ZIP Code		x		x
Pharmacy Metric Units		x		
Pharmacy Name		x		x
Pharmacy NH Medicaid Pharmacy Provider ID		x		
Pharmacy Postage Amount		x		
Pharmacy Prescribing Provider DEA Number		x		
Pharmacy Prescribing Provider MCO ID		x		
Pharmacy Prescribing Provider NPI		x		
Pharmacy Prescription Number		x		
Pharmacy Tax ID		x		x
Place of Service	x	x		
Prepaid Amount/Fee Schedule Equivalent (if provider being paid on capitated basis)	x	x		
Primary Care Provider Assigned From Date			x	x
Primary Care Provider Assigned To Date			x	x
Primary Care Provider Clinic/Business Name			x	x
Primary Care Provider Location City Name			x	x
Primary Care Provider Location State or Province			x	x
Primary Care Provider Location Street address			x	x
Primary Care Provider Location ZIP Code			x	x
Primary Care Provider Medicaid ID			x	x
Primary Care Provider Name			x	x
Primary Care Provider NPI			x	x
Primary Care Provider Payer ID			x	x
Primary Care Provider Specialty			x	x
Primary Care Provider Tax ID			x	x

Data Element	Medical	Pharmacy	Member	Provider
Primary Care Provider Type (e.g., Physician, APRN)			x	x
Prior Authorization Number	x	x		
Procedure Codes (HCPCS/CPT) - MCO to Provide All Submitted by Providers as Specified by DHHS	x			
Procedure Modifier Codes and Description – MCO to Provide All Submitted by Providers as Specified by DHHS	x			
Provider Certification Data (licensure, provider residency/fellowship, date and specialty of Board Certification status)				x
Provider City Name				x
Provider Closed/Open Panel Indicator				x
Provider Country Name				x
Provider County Name				x
Provider Enrollment Date				x
Provider In-Network Indicator				x
Provider Multiple Service Location Indicator				x
Provider Location Type (e.g., border, in-state, out-of state)				x
Provider Medicaid ID				x
Provider Name				x
Provider NPI				x
Provider Payer ID				x
Provider Specialty				x
Provider Start Date				x
Provider State or Province				x
Provider Street Address				x
Provider Tax ID				x
Provider Telephone Number				x
Provider Termination Date				x
Provider Termination Reason				x
Provider Type (e.g., physician, APRN)				x
Provider ZIP Code				x
Quantity/Units Billed	x			
Quantity/Units Paid	x			
Referring Provider Name	x			x
Referring Provider NPI	x			x
Referring Provider Payer ID	x			x
Rendering/Service Provider Country Name	x	x		x
Rendering/Service Provider Name	x	x		x
Rendering/Service Provider NPI	x	x		x
Rendering/Service Provider Payer ID	x	x		x
Rendering/Service Provider Rendering/Service Location City Name	x	x		x
Rendering/Service Provider Rendering/Service Location State or Province	x	x		x
Rendering/Service Provider Rendering/Service Location ZIP Code	x	x		x
Rendering/Service Provider Specialty	x	x		x
Rendering/Service Provider Street Address	x	x		x
Rendering/Service Provider Tax ID	x	x		x
Rendering/Service Provider Type (e.g., physician, APRN)	x	x		x
TPL Medicare Allowed Amount	x	x		

Data Element	Medical	Pharmacy	Member	Provider
TPL Medicare Coinsurance Amount	x	x		
TPL Medicare Deductible Amount	x	x		
TPL Medicare Paid Amount	x	x		
TPL Medicare Paid Date	x	x		
TPL Other Payers Allowed Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Coinsurance Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Deductible Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Name - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Paid Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Paid Date - MCO to Supply All Other Payer Information	x	x		

Note: Medical and Pharmacy are transaction specific encounter data sets; Member is a month specific file, and Provider file must represent present and historical provider network.

* If any local codes are used in addition to national standard code sets, local code table must also be supplied

MCO Coordination of Benefits Data Set

Data Element
Medicaid Member Name
NH Medicaid Member ID
Insurance Carrier, PBM, or Benefit Administrator ID
Insurance Carrier, PBM, or Benefit Administrator Name
Date of Service
Claim ID (transaction code number)
Date billed to the insurance carrier, PBM, or benefit administrator
Amount billed
Amount recovered
Denial reason code
Denial reason description
Performing provider

Note: COB is a transaction specific data set submitted monthly in a delimited flat text file.

Required Quality Reporting Measures

If additional measures are added to the NCQA or CMS measure sets, MCO reporting requirements shall include those new measures. For measures that are no longer part of the measures sets, DHHS may at its option add those measures to the Additional State Required Measure list.

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Adherence to Antipsychotics for Individuals with Schizophrenia	Management of Chronic Conditions	CMS-QMHAG			X	
Adolescent Well-Care Visits	Use of Services	NCQA/CAHPS		X		
Adult Asthma Admission Rate (PQI 15)	Prevention and Health Promotion	AHRQ			X	
Adult BMI Assessment	Effectiveness of Care	NCQA/CAHPS			X	
Adult Survey - Flu Shots for Adults Ages 50-64	Effectiveness of Care	NCQA/CAHPS			X	
Adults' Access to Preventive/Ambulatory Health Services (20-44)	Access and Availability of Care	NCQA/CAHPS				X
Adults' Access to Preventive/Ambulatory Health Services (45-64)	Access and Availability of Care	NCQA/CAHPS				X
Adults' Access to Preventive/Ambulatory Health Services (65+)	Access and Availability of Care	NCQA/CAHPS				X
Adults' Access to Preventive/Ambulatory Health Services (Total)	Access and Availability of Care	NCQA/CAHPS				X
Ambulatory Care: Emergency Dept Visits/1000	Use of Services	NCQA/CAHPS				X
Ambulatory Care: Emergency Dept Visits/1000 Children	Use of Services	NCQA/CAHPS		X		
Annual HIV/AIDS Medical Visit	Management of Chronic Conditions	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - ACE or ARB	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Anticonvulsants	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Digoxin	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Diuretics	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Total	Effectiveness of Care	NCQA/CAHPS			X	
Annual number of asthma patients ages 2 through 20 years old with 1 or more asthma-related emergency room visits	Management of Chronic Conditions	Alabama Medicaid		X		
Annual Pediatric hemoglobin A1C testing	Management of Chronic Conditions	NCQA		X		
Antidepressant Medication Management - Effective Acute Phase Treatment	Effectiveness of Care	NCQA/CAHPS	X		X	
Antidepressant Medication Management - Effective Continuation Phase Treatment	Effectiveness of Care	NCQA/CAHPS	X		X	
Appropriate Testing for Children With Pharyngitis	Effectiveness of Care	NCQA/CAHPS	X	X		
Appropriate Treatment for Children With Upper Respiratory Infection	Effectiveness of Care	NCQA/CAHPS	X			

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Appropriate Use of Antenatal Steroids	Management of Acute Conditions	Providence St. Vincent Medical Center, TJC			X	
Avoidance of Antibiotic Treatment in Adults with Acute Bronchitis	Effectiveness of Care	NCQA/CAHPS	X			
Board Certification - Detail Table	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Family Medicine Physicians	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Geriatricians	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Internal Medicine Physicians	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of OB/GYNs	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Other Physician Specialists	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Pediatricians	Health Plan Descriptive Information	NCQA/CAHPS				X
Breast Cancer Screening - Total	Effectiveness of Care	NCQA/CAHPS	X		X	
Call Abandonment	Access and Availability of Care	NCQA/CAHPS				X
Call Answer Timeliness	Access and Availability of Care	NCQA/CAHPS				X
Care Transition - Transition Record Transmitted to Health Care Professional	Care Coordination	AMA-PCPI			X	
Cervical Cancer Screening	Effectiveness of Care	NCQA/CAHPS	X		X	
Cesarean rate for nulliparous singleton vertex	Prevention and Health Promotion	California Maternal Quality Care Collaborative		X		
Child Survey - CCC Population: Access to Prescription Medicines Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Access to Specialized Services Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Coordination of Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Coordination of Care for Children With Chronic Conditions Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Customer Service Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Family Centered Care: Getting Needed Information Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Family Centered Care: Personal Doctor Who Knows Child	Member Satisfaction	NCQA/CAHPS		X		

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Composite						
Child Survey - CCC Population: Getting Care Quickly Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Getting Needed Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Health Promotion and Education Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: How Well Doctors Communicate Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of All Health Care (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of All Health Care (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Health Plan (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Health Plan (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Overall Health	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Personal Doctor (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Personal Doctor (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Specialist Seen Most often (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Specialist Seen Most often (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Shared Decision Making Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Coordination of Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Customer Service Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Getting Care Quickly Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Getting Needed Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Health Promotion and Education Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: How Well Doctors Communicate Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of All Health Care (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of All Health Care (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Health Plan (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Health Plan (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Overall Health	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Personal Doctor (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Personal Doctor (9+10)	Member Satisfaction	NCQA/CAHPS		X		

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Child Survey - General Population: Rating of Specialist Seen Most often (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Specialist Seen Most often (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Shared Decision Making Composite	Member Satisfaction	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 10	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 2	Effectiveness of Care	NCQA/CAHPS	X	X	X	
Childhood Immunization Status - Combo 3	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 4	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 5	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 6	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 7	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 8	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 9	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - DTaP	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Hepatitis A	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Hepatitis B	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - HiB	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Influenza	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - IPV	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - MMR	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Pneumococcal Conjugate	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Rotavirus	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - VZV	Effectiveness of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (12-19 Yrs)	Access and Availability of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (12-24 Months)	Access and Availability of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (25 Months-6 Yrs)	Access and Availability of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (7-11 Yrs)	Access and Availability of Care	NCQA/CAHPS		X		
Chlamydia Screening in Women - Total	Effectiveness of Care	NCQA/CAHPS	X			
Chlamydia Screening in Women (Age 16-20)	Effectiveness of Care	NCQA/CAHPS	X	X		
Chlamydia Screening in Women (Age 21-24)	Effectiveness of Care	NCQA/CAHPS	X		X	

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Cholesterol Management for Patients with Cardiovascular Conditions: LDL-C Screening	Effectiveness of Care	NCQA/CAHPS	X			
Chronic obstructive pulmonary disease (COPD) Admission Rate (PQI 05)	Prevention and Health Promotion	AHRQ			X	
Comprehensive Diabetes Care - Eye Exams	Effectiveness of Care	NCQA/CAHPS	X			
Comprehensive Diabetes Care - HbA1c Control (<9%)	Effectiveness of Care	NCQA/CAHPS	X			
Comprehensive Diabetes Care - HbA1c Testing	Effectiveness of Care	NCQA/CAHPS	X		X	
Comprehensive Diabetes Care - LDL-C Screening	Effectiveness of Care	NCQA/CAHPS	X		X	
Comprehensive Diabetes Care - Medical Attention for Nephropathy	Effectiveness of Care	NCQA/CAHPS	X			
Congestive Heart Failure Admission Rate (PQI 08)	Prevention and Health Promotion	AHRQ			X	
Controlling High Blood Pressure - Total	Effectiveness of Care	NCQA/CAHPS	X		X	
Customer Service Composite	Member Satisfaction	NCQA/CAHPS	X		X	
Developmental Screening in the First Three Years of Life	Prevention and Health Promotion	NCQA and CAHMI		X		
Diabetes, short-term complications Admission Rate (PQI 01)	Prevention and Health Promotion	AHRQ			X	
Elective delivery prior to 39 completed weeks gestation	Management of Acute Conditions	HCA, TJC			X	
Frequency of Ongoing Prenatal Care (<21%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (>= 81%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (21-40%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (41-60%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (61-80%)	Use of Services	NCQA/CAHPS		X		
FU After Hospitalization For Mental Illness - 30 days	Effectiveness of Care	NCQA/CAHPS		X	X	
FU After Hospitalization For Mental Illness - 7 days	Effectiveness of Care	NCQA/CAHPS	X	X	X	
FU Care for Children Prescribed ADHD Medication - Continuation & Maintenance Phase	Effectiveness of Care	NCQA/CAHPS	X	X		
FU Care for Children Prescribed ADHD Medication - Initiation	Effectiveness of Care	NCQA/CAHPS	X	X		
Getting Care Quickly Composite	Member Satisfaction	NCQA/CAHPS	X		X	
Getting Needed Care Composite	Member Satisfaction	NCQA/CAHPS	X		X	
HIV/AIDS Screening: Members at High Risk of HIV/AIDS	Prevention and Health Promotion	IMS Health			X	
How Well Doctors Communicate Composite	Member Satisfaction	NCQA/CAHPS	X		X	
Immunizations for Adolescents - Combination 1	Effectiveness of Care	NCQA/CAHPS		X		
Immunizations for Adolescents - Meningococcal	Effectiveness of Care	NCQA/CAHPS		X		
Immunizations for Adolescents - Tdap/Td	Effectiveness of Care	NCQA/CAHPS		X		
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Detail Table	Access and Availability of Care	NCQA/CAHPS				X
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Engagement (13-17 Yrs)	Access and Availability of Care	NCQA/CAHPS				X

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Engagement (18+ Yrs)	Access and Availability of Care	NCQA/CAHPS			X	
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Engagement Total	Access and Availability of Care	NCQA/CAHPS				X
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Initiation (13-17 Yrs)	Access and Availability of Care	NCQA/CAHPS				X
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Initiation (18+ Yrs)	Access and Availability of Care	NCQA/CAHPS			X	
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Initiation Total	Access and Availability of Care	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Maternity ALOS	Use of Services	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Maternity Discharges/1000	Use of Services	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Total Inpatient ALOS	Use of Services	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Total Inpatient Discharges/1000	Use of Services	NCQA/CAHPS				X
Medical Assistance with Smoking and Tobacco Use Cessation - Advising Smokers To Quit	Effectiveness of Care	NCQA/CAHPS	X		X	
Medical Assistance with Smoking and Tobacco Use Cessation - Discussing Cessation Medications	Effectiveness of Care	NCQA/CAHPS			X	
Medical Assistance with Smoking and Tobacco Use Cessation - Discussing Cessation Strategies	Effectiveness of Care	NCQA/CAHPS			X	
Medical Assistance with Smoking and Tobacco Use Cessation - Supplemental Data - % Current Smokers	Effectiveness of Care	NCQA/CAHPS			X	
Member BMI Average Value by Age Groups	Prevention and Health Promotion	NH DHHS				X
Member Satisfaction - About You - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Composite Scores - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - General - Detail Table	Member Satisfaction	NCQA/CAHPS		X	X	
Member Satisfaction - Getting Health Care from Specialists - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Your Health Care In the Last 6 Months - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Your Health Plan - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Your Personal Doctor - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Mental Health Utilization - % Members Receiving MH Services - Detail Table	Use of Services	NCQA/CAHPS				X
Mental Health Utilization - % Members Receiving Services - Any	Use of Services	NCQA/CAHPS				X
Mental Health Utilization - % Members Receiving Services - Inpatient	Use of Services	NCQA/CAHPS				X
Mental Health Utilization - % Members Receiving Services - Intensive Outpatient and Partial Hospitalization	Use of Services	NCQA/CAHPS				X

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Mental Health Utilization - % Members Receiving Services - Outpatient and ED	Use of Services	NCQA/CAHPS				X
Otitis media with effusion (OME) – avoidance of inappropriate use of systemic antimicrobials in children – ages 2 through 12	Management of Acute Conditions	AMA		X		
Pediatric central-line associated blood stream infections – Neonatal Intensive Care Unit and Pediatric Intensive Care Unit	Management of Acute Conditions	CDC		X		
Percent of live births weighing less than 2,500 grams	Prevention and Health Promotion	CDC		X		
Plan All-Cause Readmissions	Use of Services	NCQA/CAHPS			X	
Prenatal and Postpartum Care - Postpartum Care	Access and Availability of Care	NCQA/CAHPS	X		X	
Prenatal and Postpartum Care - Timeliness of Prenatal Care	Access and Availability of Care	NCQA/CAHPS	X	X	X	
Rating of All Health Care (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of All Health Care (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Health Plan (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Health Plan (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Personal Doctor (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Personal Doctor (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Specialist Seen Most often (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Specialist Seen Most often (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Screening for Clinical Depression and Follow-Up Plan	Prevention and Health Promotion	CMS			X	
Shared Decision Making Composite	Member Satisfaction	NCQA/CAHPS			X	
Smoking Cessation Among Pregnant Women	Prevention and Health Promotion	NH DHHS				X
Survey Item: Did a doctor or other health provider talk with you about the pros and cons of each choice for your treatment or health care?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did the written materials or the Internet provide the information you needed about how your health plan works?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did you and a doctor or other health provider talk about specific things you could do to prevent illness?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your health plan's customer service give you the information or help you needed?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your health plan's customer service staff treat you with courtesy and respect?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor explain things in a way that was easy to understand?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor listen carefully to you?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor seem informed and up-to-date about the care you got from these doctors or other health providers?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor show respect for what you had to say?	Member Satisfaction	NCQA/CAHPS			X	

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Survey Item: How often did your personal doctor spend enough time with you?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often was it easy to get appointments with specialists?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often was it easy to get the care, tests, or treatment you thought you needed through your health plan?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often were the forms from your health plan easy to fill out?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: In general, how would you rate your overall health?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: Not counting the times you needed care right away, how often did you get an appointment for your health care at a doctor's office or clinic as soon as you thought you needed?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: When there was more than one choice for your treatment or health care, did a doctor or other health provider ask which choice was best for you?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: When you needed care right away, how often did you get care as soon as you thought you needed?	Member Satisfaction	NCQA/CAHPS			X	
Use of Appropriate Medications for People with Asthma - Total	Effectiveness of Care	NCQA/CAHPS	X			
Use of Appropriate Medications for People with Asthma (12-50)	Effectiveness of Care	NCQA/CAHPS				X
Use of Appropriate Medications for People with Asthma (5-11)	Effectiveness of Care	NCQA/CAHPS				X
Use of Imaging Studies for Low Back Pain	Effectiveness of Care	NCQA/CAHPS	X			
Use of Spirometry Testing in the Assessment and Diagnosis of COPD	Effectiveness of Care	NCQA/CAHPS	X			
Weeks of Pregnancy at Time of Enrollment - Detail Table	Health Plan Descriptive Information	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - BMI percentile (12-17 years)	Effectiveness of Care	NCQA/CAHPS		X		
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - BMI percentile (3-11 years)	Effectiveness of Care	NCQA/CAHPS		X		
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - BMI percentile (Total)	Effectiveness of Care	NCQA/CAHPS		X		
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Nutrition (12-17 years)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Nutrition (3-11 years)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Nutrition (Total)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Physical Activity (12-17 years)	Effectiveness of Care	NCQA/CAHPS				X

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Physical Activity (3-11 years)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Physical Activity (Total)	Effectiveness of Care	NCQA/CAHPS				X
Well-Child Visits in the 3rd, 4th, 5th, and 6th Years of Life	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (0 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (1 visit)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (2 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (3 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (4 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (5 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (6 or more visits)	Use of Services	NCQA/CAHPS		X		

CERTIFICATE OF AUTHORITY

I, Jesse N. Hunter, hereby certify that I am Vice President of Granite State Health Plan, Inc., a New Hampshire corporation organized and existing under the laws of the state of New Hampshire (the "Corporation").

I further certify that Keith H. Williamson, Secretary of the Corporation, is authorized to sign on behalf of the Corporation any contracts or forms.

I further certify that the authority given to the individual named above shall remain in full force and effect until this Certificate of Authority is amended by the Corporation.

IN WITNESS WHEREOF, I have subscribed my name as Vice President of the Corporation on this 16th day of March, 2012.

Jesse N. Hunter, Vice President

State of: Missouri

County of: St. Louis

On this 16th day of March, 2012, before me, Rosemarie Bayes, the undersigned Notary public, personally appeared Jesse N. Hunter, personally known to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes therein stated.

Signature of Notary Public

(Seal)

ROSEMARIE BAYES
Notary Public-Notary Seal
State of Missouri, St Louis County
Commission # 08567879
My Commission Expires Jun 3, 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 Granite State Health Plan, Inc. is a New Hampshire corporation registered on March 14, 2012. I further certify that articles of dissolution have not been filed with this office.

INFORMATION REGARDING ANNUAL REPORTS AND/OR FEES MUST BE OBTAINED FROM THE NEW HAMPSHIRE INSURANCE DEPARTMENT.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of March A.D. 2012

William M. Gardner
Secretary of State

THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT

License No: 103734

Presents that GRANITE STATE HEALTH PLAN, INC.

is hereby authorized to transact HMO **lines of Insurance**

in accordance with NH RSA 420-B

Exclusions:

Effective Date: 03/19/2012

Expiration Date: 06/14/2012

THE STATE OF NEW HAMPSHIRE · INSURANCE DEPARTMENT ·

Commissioner of Insurance

© GOES 746

LITHO IN U.S.A.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/19/2012

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. St. Louis MO Office 8182 Maryland Avenue St Louis MO 63105 USA	PHONE (A/C, No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Granite State Health Plan c/o Centene Corporation Attn: Tricia Dinkelman 7700 Forsyth Blvd. Saint Louis MO 63105 USA	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: American Zurich Ins Co	40142
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570045570671 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY**			GLA9826749-00	11/01/2011	11/01/2012	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			84WBBO1382	11/01/2011	11/01/2012	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE-EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	$1,000,000

Certificate No : 570045570671

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

CERTIFICATE HOLDER

NH Department of Health and
Human Services,
Office of the Commissioner (OCOM)
Attn: Walter Faasen or Kathleen Dunn
Brown Building, 129 Pleasant Street
Concord NH 03301-3857 USA

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

Aon Risk Services Central, Inc.

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 03/19/2012

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
Aon Risk Services Central, Inc.
St. Louis MO Office
8182 Maryland Avenue
St Louis MO 63105 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 10234228

INSURED
Granite State Health Plan
c/o Centene Corporation
Attn: Tricia Dinkelman
7700 Forsyth Blvd.
Saint Louis MO 63105 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Affiliated FM Insurance Co.	10014
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570045570695 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY		EM225	11/01/2011	11/01/2012	BUILDING	
	CAUSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	
	BASIC	BUILDING				X BUSINESS INCOME w/o Extra Expense	Included
	BROAD	CONTENTS				X EXTRA EXPENSE	$10,000,000
	X SPECIAL					RENTAL VALUE	
	EARTHQUAKE					BLANKET BUILDING	
	WIND					BLANKET PERS PROP	
	FLOOD					X BLANKET BLDG & PP	$80,000,000
	X Blkt B&PP Ded	$10,000					
	INLAND MARINE		TYPE OF POLICY				
	CAUSES OF LOSS		POLICY NUMBER				
	NAMED PERILS						
	CRIME						
	TYPE OF POLICY						
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						

CERTIFICATE NUMBER: 570045570695

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

NH Department of Health and
Human Services,
Office of the Commissioner (OCOM)
Attn: Walter Faasen or Kathleen Dunn
Brown Building, 129 Pleasant Street
Concord NH 03301-3857 USA

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
Aon Risk Services Central, Inc.

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

S. William Rogers
Commissioner

March 21, 2012

Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Health and Human Service' request to enter into three contracts as described below and referenced as DoIT No. 2012-074.

> To enter into three separate contracts with Granite State Health Plan, Inc. of St Louis, Mo, Boston Medical Center Health Plan, Inc. of Boston, MA, and Granite Care – Meridian Health Plan of New Hampshire of Detroit, MI. The purpose of these contracts is to provide improved and cost efficient medical and long-term care services to New Hampshire Medicaid clients thorough the implementation of a Managed Care Program. The term of each contract begins upon Governor and Executive Council approval and expires on June 30, 2015.

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

Sincerely,

S. William Rogers

SWR/ltm
2012-074

cc: Leslie Mason, DoIT
Walter Faasen, DHHS

Print Form

Subject: New Hampshire Medicaid Care Management Services

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.

1.1 State Agency Name Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301
1.3 Contractor Name Boston Medical Center Health Plan, Inc.	1.4 Contractor Address 2 Copley Place, Suite 600, Boston, MA 02116
1.5 Contractor Phone Number 617-748-6341	1.6 Account Number 05-95-95-956010-61470000
1.7 Completion Date June 30, 2015	1.8 Price Limitation $381,923,030
1.9 Contracting Officer for State Agency Nicholas A. Toumpas, Commissioner	1.10 State Agency Telephone Number 603-271-5000
1.11 Contractor Signature [signature]	1.12 Name and Title of Contractor Signatory Scott F. O'Gorman, President

1.13 Acknowledgement: State of MA, County of Suffolk

On March 15, 2012, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] [signature]

1.13.2 Name and Title of Notary or Justice of the Peace

Thuy Wagner, Labor and Employment Counsel

1.14 State Agency Signature [signature]	1.15 Name and Title of State Agency Signatory Nicholas A. Toumpas, Commissioner DHHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: [signature] Jeanne P. Herrick Attorney On: 19 March 2012

1.18 Approval by the Governor and Executive Council

By: On:

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials SKO
Date 3/15/2012

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials SKe

Date 3/15/2012

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.

Contractor Initials SKC
Date 3/15/2012

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1 Introduction

1.1 Purpose

The purpose of this Agreement is to set forth the terms and conditions for the MCO's participation in the NH Medicaid Care Management Program.

1.2 Type of Agreement

This is a comprehensive full risk prepaid capitated contract. The MCO is responsible for the timely provision of all medically necessary services as defined under this Agreement. In the event the MCO incurs costs that exceed the capitation payments, the State of New Hampshire and its agencies are not responsible for those costs and will not provide additional payments to cover such costs.

1.3 Agreement Period

The initial term of this Agreement shall be thirty-six (36) months. The New Hampshire Department of Health and Human Services (DHHS) in its sole discretion may decide to offer one Agreement extension for a period of twenty-four (24) months, for a total Agreement term of five (5) years.

2 Glossary of Terms & Acronyms

2.1 Glossary of Terms

Action

Administrative Review Committee

Advance Directive
"Advance Directive" means a written instruction, such as a living will or durable power of attorney for health care, recognized under the laws of the State of New Hampshire, relating to the provision of health care when an individual is incapacitated (42 CFR 438.6, 438.10, 422.128, and 489.100).

Agreement
"Agreement" means the entire written Agreement between DHHS and the MCO, including any Exhibits, documents, and materials incorporated by reference.

Appeal
"Appeal" means a request for review of an action as described in this Agreement (42 CFR 438.400(b)).

Care coordination
"Care coordination" is the deliberate organization of patient care activities between two or more participants (including the patient) involved in a patient's care to facilitate the appropriate delivery of health care services. Organizing care involves the marshalling of personnel and other resources needed to carry out all required patient care activities, and is often managed by the exchange of information among participants responsible for different aspects of care. (42 CFR 438.208).

Care Management
"Care Management" means health care management delivered by Care Managers. Care management includes, but not limited to, an assessment of the member's physical health, behavioral health and social needs, planning, implementation and coordination of services, ongoing monitoring and reassessment, case conferencing as needed to facilitate care management, crisis intervention and case closure. Effective care management includes the following:

- Actively assists patients to acquire self-care skills to improve functioning and health outcomes, and slow the progression of disease or disability;
- Employs evidence-based clinical practices;
- Coordinates care across health care settings and providers, including tracking referrals;
- Provides ready access to behavioral health services that are, to the extent possible, integrated with primary care; and
- Uses appropriate community resources to support individual patients, families and caregivers in managing care.

Centers for Medicare and Medicaid Services (CMS)
"Centers for Medicare and Medicaid Services (CMS)" means the federal agency within the U.S. Department of Health and Human Services (HHS) with primary responsibility for the Medicaid and Medicare program.

Children's Health Insurance Program
"Children's Health Insurance Program (CHIP)" means a program to provide access to medical care for children under Title XXI of the Social Security Act, the Children's Health Insurance Program Reauthorization Act of 2009.

Children with Special Health Care Needs
Children who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.

Chronic Condition
"Chronic Condition" means a physical or mental impairment or ailment of indefinite duration or frequent recurrence and includes, but is not limited to:
a mental health condition; a substance use disorder; asthma; diabetes; heart disease; or obesity, as evidenced by a body mass index over twenty-five.

Cold Call Marketing
"Cold Call Marketing" means any unsolicited personal contact by the MCO or its designee, with a potential member or an member with another contracted managed care organization for the purposes of marketing (42 CFR 438.104(a)).

Communications Plan
"Communications Plan" means a proposed and agreed upon written and detailed listing of all objectives, tasks, activities, time allocation, deliverables, dependencies and responsible party required to communicate to interested parties (could list them) regarding the implementation and operations of the Care Management Program. The Communication Plan shall define the audience, the purpose of the communication, the paths of communication, the means of communication, time line and evaluation of effectiveness of messages. Includes documentation of approvals as well as document change history.

Confidential Information
"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under federal or state law. Confidential Information includes, but is not limited to, Personal Information.

Consumer Assessment of Healthcare Providers and Systems (CAHPS®)
"Consumer Assessment of Healthcare Providers and Systems (CAHPS®)" means a family of standardized survey instruments, including a Medicaid survey used to measure member experience of health care.

Continuity of Care
"Continuity of Care" means the provision of continuous care for chronic or acute medical conditions through member transitions between: facilities and home; facilities; providers; service areas; managed care contractors; and Medicaid fee-for-service and managed care arrangements. Continuity of care occurs in a manner that prevents secondary illness, health care complications or re-hospitalization and promotes optimum health recovery. Transitions of significant importance include: from acute care settings, such as inpatient physical health or behavioral (mental health/substance use) health care settings to home or other health care settings; from hospital to skilled nursing facility; from skilled nursing to home or community-based settings; and from substance use care to primary and/or mental health care.

Contracted Services
"Contracted Services" means covered services that are to be provided by the MCO under the terms of this Agreement.

Covered Services
"Covered Services" means health care services as defined by DHHS and State and Federal regulation.

Debarment
"Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

Early, Periodic Screening, Diagnostic and Treatment (EPSDT)
"EPSDT (Early, Periodic Screening, Diagnostic and Treatment)" means a package of services in a preventive (well child) screening covered by Medicaid for children under the age of twenty-one (21) as defined in the Social Security Act (SSA) Section 1905(r), 42 CFR 441.50, and DHHS EPSDT program policy and billing instructions. Screening services covered by Medicaid include a complete health history and developmental assessment, an unclothed physical exam, immunizations, laboratory tests, health education and anticipatory guidance, and screenings for: vision, dental, substance use, mental health and hearing. The MCO shall be responsible for all services found to be medically necessary services during the EPSDT exam.

Eligible Members
"Eligible Members" means individuals determined eligible by DHHS and eligible to enroll for health care services under the terms of this Agreement.

Emergency Medical Condition
"Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part (42 CFR 438.114(a)).

Emergency Services
"Emergency Services" means inpatient and outpatient contracted services furnished by a provider qualified to furnish the services needed to evaluate or stabilize an emergency medical condition (42 CFR 438.114(a)).

External Quality Review (EQR)
"External Quality Review (EQR" means the analysis and evaluation by an EQRO of aggregated information on quality, timeliness and access to the health care services that the MCO or its subcontractors furnish to members (42 CFR 438.320).

External Quality Review Organization (EQRO)
"External Quality Review Organization (EQRO)" means an organization that meets the competence and independence requirements set forth in 42 CFR 438.354, and performs external quality review, other EQR-related activities as set forth in 42 CFR 438.358.

Grievance
"Grievance" means an expression of dissatisfaction about any matter other than an action. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights (42 CFR 438.400(b)).

Grievance Process
"Grievance Process" means the procedure for addressing member' grievances (42 CFR 438.400(b)).

Grievance System
"Grievance System" means the overall system that includes grievances and appeals handled by the MCO and access to the State fair hearings (42 CFR 438, Subpart F).

Healthcare Effectiveness Data and Information Set (HEDIS)
"Healthcare Effectiveness Data and Information Set (HEDIS)" means a set of standardized performance measures designed to ensure that healthcare purchasers and consumers have the information they need to reliably compare the performance of managed health care plans. HEDIS also includes a standardized survey of members' experiences that evaluates plan performance in areas such as customer service, access to care and claims processing. HEDIS is sponsored, supported, and maintained by National Committee for Quality Assurance (NCQA).

Health Home
"Health Home" means coordinated health care provided to members with special health care needs. At minimum, health home services include:

- Comprehensive care management including, but not limited to, chronic disease management;
- Self-management support for the member, including parents of caregivers or parents of children and youth;
- Care coordination and health promotion;
- Multiple ways for the member to communicate with the team, including electronically and by phone;
- Education of the member and his or her parent or caregiver on self-care, prevention, and health promotion, including the use of patient decision aids;
- Member and family support including authorized representatives;
- The use of information technology to link services, track tests, generate patient registries and provide clinical data;
- Linkages to community and social support services;
- Comprehensive transitional health care including follow-up from inpatient to other settings;
- A single care plan that includes all member's treatment and self-management goals and interventions ; and
- Ongoing performance reporting and quality improvement.

Implementation Plan
"Implementation Plan" means a proposed and agreed upon written and detailed listing of all objectives, tasks, activities, time allocation, deliverables, dependencies and responsible parties required to design, develop and implement the steps of the Care Management Program. The Implementation Plan(s) shall include documentation of approvals as well as document change history.

Managed Care Organization (MCO)
"Managed Care Organization (MCO)" means an organization having a certificate of authority or certificate of registration from the Office of Insurance Commissioner that contracts with DHHS under a comprehensive risk Agreement to provide health care services to eligible DHHS members under the DHHS Care Management Program.

Marketing
"Marketing" means any communication from the MCO to a potential member or member with another DHHS contracted MCO that can be reasonably interpreted as intended to influence them to enroll with the MCO or to either not enroll or end enrollment with another DHHS contracted MCO (42 CFR 438.104(a)).

Marketing Materials
"Marketing Materials" means materials that are produced in any medium, by or on behalf of the MCO that can be reasonably interpreted as intended as marketing (42 CFR 438.104(a)).

Medically Necessary Services
"Medically Necessary Services" means services that are "medically necessary" as is defined in 21.2.

Member
"Member" means an individual who is enrolled in managed care through a Managed Care Organization (MCO) having an Agreement with DHHS (42 CFR 438.10(a)).

Member Handbook
Member Handbook" means the handbook published by the Managed Care Organization (MCO) which describes requirements for eligibility and enrollment, Covered Services, and other terms and conditions that apply to Member participation in Medicaid Managed Care and which means all informing requirements as set forth in 42 CFR 438.10.

Member with Special Needs
Members who have a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by members generally. Members with Special Needs include both Children and Adults with Special Health Care Needs.

Mental Health Court
A "Mental Health Court" is a specialized court docket for certain defendants with mental illnesses that substitutes a problem solving model for traditional criminal court processing.

National Committee for Quality Assurance (NCQA)
"National Committee for Quality Assurance (NCQA)" means an organization responsible for developing and managing health care measures that assess the quality of care and services that managed care clients receive.

Non-Participating Provider
"Non-Participating Provider" means a person, health care provider, practitioner, facility or entity acting within their scope of practice or licensure, that does not have a written Agreement with the MCO to participate in a managed care organization's provider network, but provides health care services to members.

Participating Provider
"Participating Provider" means a person, health care provider, practitioner, facility, or entity, acting within their scope of practice and licensure, and who is under a written contract with the MCO to provide services to members under the terms of this Agreement.

Payment Reform Plan
"Payment Reform Plan" means an MCO's plan to engage its provider network in health care delivery and payment reform activities such as pay for performance programs, innovative provider reimbursement methodologies, risk sharing arrangements and sub-capitation agreements, and shall contain information on the anticipated impact on member health outcomes, providers affected.

Physician Group
"Physician Group" means a partnership, association, corporation, individual practice association, or other group that distributes income from the practice among its members. An individual practice association is a physician group only if it is composed of individual physicians and has no subcontracts with physician groups.

Provider Incentive Plan
"Provider Incentive Plan" means any compensation arrangement between the MCO and a provider or provider group that may directly or indirectly improve the delivery of healthcare services as directed by a provider under the terms of this Agreement.

Program Management Plan
"Program Management Plan" means a proposed and agreed upon written detailed plan that includes a framework of processes to be used by the MCO and NH DHHS for managing and monitoring all aspects of the Care Management Program as provided for in the Agreement. Includes documentation of approvals as well as document change history.

Post-stabilization Services
"Post-stabilization Services" means contracted services, related to an emergency medical condition that are provided after an member is stabilized in order to maintain the stabilized condition or to improve or resolve the member's condition (42 CFR 438.114 and 422.113).

Primary Care Provider (PCP)
"Primary Care Provider (PCP)" means a participating provider who has the responsibility for supervising, coordinating, and providing primary health care to members, initiating referrals for specialist care, and maintaining the continuity of member care. PCPs include, but are not limited to Pediatricians, Family Practitioners, General Practitioners, Internists, Obstetricians/Gynecologists, Physician Assistants (under the supervision of a physician), or Advanced Registered Nurse Practitioners (ARNP), as designated by the MCO. The definition of PCP is inclusive of primary care physician as it is used in 42 CFR 438. All Federal requirements applicable to primary care physicians will also be applicable to primary care providers as the term is used in this Agreement.

Provider
"Provider " means an individual medical professional, hospital, skilled nursing facility, other facility or organization, pharmacy, program, equipment and supply vendor, or other entity that provides care or bills for health care services or products.

Referral Provider
"Referral Provider" means a provider, who is not the member's PCP, to whom an member is referred for covered services

Regulation
"Regulation" means any federal, state, or local regulation, rule, or ordinance.

Risk
"Risk" means the possibility that a loss may be incurred because the cost of providing services may exceed the payments made for services. When applied to subcontractors, loss includes the loss of potential payments made as part of a provider incentive plan, as defined herein.

State
"State" or "state" means the State of New Hampshire

Subcontract
"Subcontract" means any separate contract or contract between the MCO and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the MCO is obligated to perform pursuant to this Agreement.

2.2 Acronyms

Unless otherwise indicated acronyms used in this Agreement are as follows:

ACRONYM	DESCRIPTION
ACA	Affordable Care Act
ADA	Americans with Disabilities Act
ANB	Aid to the Needy Blind
ANSA	Adult Needs and Strengths
APTD	Aid to the Permanently and Totally Disabled
ASC	Accredited Standards Committee
ASL	American Sign Language
BCCP	Breast and Cervical Cancer Program
BBH	Bureau of Behavioral Health
CAD	Coronary Artery Disease
CANS	Child and Adolescent Needs and Strengths Assessment
CDC	Center for Disease Control and Prevention
CFR	Code of Federal Regulations
CHF	Congestive Heart Failure
CHIP	Children's Health Insurance Program
CLAS	Cultural and Linguistically Appropriate Services
CMHC	Community Mental Health Center
CMS	Centers for Medicare and Medicaid Services
COB	Coordination of Benefits
COPD	Chronic Obstructive Pulmonary Disease
CQI	Continuous Quality Improvement
DCYF	Division of Children, Youth & Families
DHHS	Department of Health and Human Services (New Hampshire)
DOB	Date of Birth
DME	Durable Medical Equipment
DRG	Diagnostic Related Group
DSH	Disproportionate Share Hospitals
EFT	Electronic Fund Transfer
EPSDT	Early Periodic Screening, Diagnosis and Treatment
EST	Eastern Standard Time
ETL	Extract Transformation Load
EQRO	External Quality Review Organization
FFS	Fee-for-Service
FQHC	Federally Qualified Health Center
GME	Graduate Medical Education
HC-CSD	Home Care for Children with Severe Disabilities
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human Immunodeficiency Virus
ICF	Intermediate Care Facility
IME	Indirect Medical Education

ACRONYM	DESCRIPTION
MCO	Managed Care Organization
MCIS	Managed Care Information System
MIC	Medicaid Integrity Contractor
MEAD	Medicaid for Employed Adults with Disabilities
MMIS	Medicaid Management Information System
MR	Mental Retardation
N/A	Not applicable
NCQA	National Committee for Quality Assurance
NF	Nursing Facility
NPI	National Provider Identifier
OAA	Old Age Assistance
OBRA	Omnibus Budget Reconciliation Act
PBM	Pharmacy Benefit Management
PCP	Primary Care Physician
PE	Presumptive Eligibility
PIN	Personal Identification Number
POA	Present on Admission
QAPI	Quality Assessment and Performance Improvement
QIP	Quality Incentive Program
QM	Quality Management
QMB	Qualified Medicare Beneficiaries
RAC	Recovery Audit Contractors
RBC	Risk-Based Capital
RFP	Request for Proposal
RSA	Revised Statutes Annotated
SLMB	Special Low-Income Medicare Beneficiaries
SNF	Skilled Nursing Facility
SSA	Social Security Act
SSAE	Statement on Standards for Attestation Engagements
TANF	Temporary Assistance for Needy Families
TPL	Third Party Liability
TQM	Total Quality Management
USC	United States Code
VA	Veteran's Administration

3 General terms & conditions

3.1 Agreement elements

The Agreement between the parties shall consist of the following:

3.1.1 P-37 Agreement General Provisions

3.1.2 Exhibit A – Scope of Services - Statement of work for all goods and services to be provided as agreed to by State of New Hampshire/DHHS and the MCO.

3.1.3 Exhibit B – Capitation Rates

3.1.4 Exhibit C – Special Provisions - Provisions and requirements set forth by the State of New Hampshire/DHHS that must be adhered to in addition to those outlined in the P-37.

3.1.5 Exhibit D – Certification Regarding Drug Free Workplace Requirements – MCO's Agreement to comply with requirements set forth in the Drug-Free Workplace Act of 1988.

3.1.6 Exhibit E – Certification Regarding Lobbying – MCO's Agreement to comply with specified lobbying restrictions.

3.1.7 Exhibit F – Certification Regarding Debarment, Suspension and Other Responsibility Matters - Restrictions and rights of parties who have been disbarred, suspended or ineligible from participating in the Agreement.

3.1.8 Exhibit G – Certification Regarding Americans With Disabilities Act Compliance – MCO's Agreement to make reasonable efforts to comply with the Americans with Disabilities Act.

3.1.9 Exhibit H – Certification Regarding Environmental Tobacco Smoke – MCO's Agreement to make reasonable efforts to comply with the Pro-Children Act of 1994, which pertains to environmental tobacco smoke in certain facilities.

3.1.10 Exhibit I – HIPAA Business Associate Agreement - Rights and responsibilities of the MCO in reference to the Health Insurance Portability and Accountability Act.

3.1.11 Exhibit J – Certification Regarding Federal Funding Accountability & Transparency Act (FFATA) Compliance

3.1.12 Exhibit K – MCO's Program Management Plan approved by DHHS in accordance with Section 7.3 of this Agreement.

3.1.13 Exhibit L – MCO's Implementation Plan approved by DHHS in accordance with Section 7.5.2 of this Agreement.

3.1.14 Exhibit M – MCO's RFP (#12-DHHS-CM-01) Technical Proposal, including any addenda, submitted by the MCO.

3.1.15 Exhibit N – Encounter Data

3.1.16 Exhibit O – Other Quality Measures

3.2 Order of Documents.

In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

3.3 Delegation of Authority

Whenever, by any provision of this Agreement, any right, power, or duty is imposed or conferred on DHHS, the right, power, or duty so imposed or conferred is possessed and exercised by the Commissioner unless any such right, power, or duty is specifically delegated to the duly appointed agents or employees of DHHS and NHID.

3.4 Authority of the New Hampshire Insurance Department

Wherever, by any provision of this Agreement or by the laws and rules of the State of New Hampshire the NHID shall have authority to regulate and oversee the licensing requirements of the MCO to operate as a Managed Care Organization in the State of New Hampshire.

3.5 Errors & Omissions

The MCO shall not take advantage of any errors and/or omissions in the RFP or the resulting Agreement. The MCO shall promptly notify DHHS of any such errors and/or omissions that are discovered.

3.6 Time Of The Essence

In consideration of the need to ensure uninterrupted and continuous Medicaid Managed Care services, time is of the essence in the performance of the Scope of Work under the Agreement.

3.7 CMS Approval Of Agreement & Any Amendments

This Agreement and the implementation of amendments, modifications, and changes to this Agreement are subject to the prior approval of the Centers for Medicare and Medicaid Services ("CMS."). Notwithstanding any other provision of this Agreement, DHHS agrees that member enrollment will not commence until DHHS has received CMS approval.

3.8 Cooperation With Other Vendors And Prospective Vendors

DHHS may award supplemental contracts for work related to the Agreement, or any portion thereof. The MCO shall reasonably cooperate with such other vendors, and shall not commit or permit any act that may interfere with the performance of work by any other vendor, or act in any way that may place members at risk of an emergency medical condition.

3.9 Renegotiation and Reprocurement Rights

3.9.1 Renegotiation of Agreement terms.

Notwithstanding anything in the Agreement to the contrary, DHHS may at any time during the term of the Agreement exercise the option to notify MCO that DHHS has elected to renegotiate certain terms of the Agreement. Upon MCO's receipt of any

notice pursuant to this Section, MCO and DHHS will undertake good faith negotiations of the subject terms of the Agreement, and may execute an amendment to the Agreement.

3.9.2 Reprocurement of the services or procurement of additional services.

Notwithstanding anything in the Agreement to the contrary, whether or not DHHS has accepted or rejected MCO's Services and/or Deliverables provided during any period of the Agreement, DHHS may at any time issue requests for proposals or offers to other potential contractors for performance of any portion of the Scope of Work covered by the Agreement or Scope of Work similar or comparable to the Scope of Work performed by MCO under the Agreement. DHHS shall give the MCO ninety (90) calendar days notice of intent to replace another MCO participating in the Medicaid Managed Care program or to add an additional MCO to the Medicaid Managed Care program.

3.9.3 Termination rights upon reprocurement.

If upon procuring the Services or Deliverables or any portion of the Services or Deliverables from another vendor in accordance with this Section DHHS elects to terminate this Agreement, the MCO shall have the rights and responsibilities set forth in Section 30 ("Termination"), Section 31 ("Agreement Closeout") and Section 33 ("Dispute Resolution Process").

4 Organization

4.1 Organization Requirements

4.1.1 Registrations and Licenses

The MCO shall be licensed by the New Hampshire Department of Insurance to operate as an Managed Care Organization in the State as required by New Hampshire RSA 420-B, and shall have all necessary registrations and licensures as required by the New Hampshire Insurance Department and any relevant federal and state laws and regulations.

4.2 Articles & Bylaws

The MCO shall provide by the beginning of each Agreement year or at the time of any substantive changes written assurance from MCO's legal counsel that the MCO is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under this Agreement.

4.3 Relationships

4.3.1 Ownership and Control

4.3.1.1 The MCO shall notify DHHS of any person or corporation that has five percent (5%) or more ownership or controlling interest in the MCO, parent organization, and/or affiliates and shall provide

financial statements for all owners meeting this criterion [1124(a)(2)(A) 1903(m)(2)(A)(viii); 42 CFR 455.100-104 ; SMM 2087.5(A-D); SMD letter 12/30/97; SMD letter 2/20/98].

4.3.1.2 The MCO shall inform DHHS and the New Hampshire Insurance Department (NHID) of its intent for mergers, acquisitions, or buy-outs within seven (7) calendar days of key staff learning of the action.

4.3.1.3 The MCO shall inform key DHHS and NHID staff by phone and by email within 24 hours of when any key MCO staff learn of any actual or threatened litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the MCO to perform under this Agreement with DHHS.

4.3.2 Prohibited

The MCO shall not knowingly have a relationship with the following:

4.3.2.1 An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No.12549 or under guidelines implementing Executive Order No.12549.; or

4.3.2.2 An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in 4.3.2.1.

An individual is described as follows:

4.3.2.3 A director, officer, or partner of the MCO;

4.3.2.4 A person with beneficial ownership of five percent (5%) or more of the MCO's equity; or

4.3.2.5 A person with an employment, consulting, or other arrangement with the MCO obligations under its Agreement with the State [42 CFR 438.610(a); 42 CFR 438.610(b); SMD letter 2/20/98].

4.3.3 The MCO shall conduct background checks on all employees actively engaged in the Care Management Program. In particular, those background checks shall screen for exclusions from any federal programs and sanctions from licensing oversight boards, both in-state and out-of-state.

4.3.4 The MCO shall not and shall certify it does not employ or contract, directly or indirectly, with:

4.3.4.1 Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 or 1128A of the SSA for the provision of health care, utilization review, medical social work, or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual;

4.3.4.2 Any entity for the provision of such services (directly or indirectly) through an excluded individual or entity;

4.3.4.3 Any individual or entity excluded from Medicaid or New Hampshire participation by DHHS;

4.3.4.4 Any individual or entity discharged or suspended from doing business with the State of New Hampshire; or

4.3.4.5 Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act.

5 Subcontractors

5.1 MCO Obligations

5.1.1 The MCO remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by MCO employees, and for the purposes of this Agreement such work will be deemed performed by the MCO. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

5.1.2 The MCO shall have a written agreement between the MCO and each subcontractor in which the subcontractor agrees to hold harmless DHHS and its employees, and all members served under the terms of this Agreement in the event of non-payment by the MCO. The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors (42 CFR 438.230(b)(2)).

5.2 Notice and Approval

5.2.1 The MCO shall submit all subcontractor agreements to DHHS for prior approval at least sixty (60) calendar days prior to the anticipated implementation date of that subcontractor agreement and annually for renewals or whenever there is a substantial change in scope or terms of the subcontractor agreement.

5.2.2 The MCO shall notify DHHS of any change in subcontractors and shall submit a new subcontractor agreement for approval ninety (90) calendar days prior to the start date of the new subcontractor agreement.

5.2.3 Approval by DHHS of a subcontractor agreement does not relieve the MCO from any obligation or responsibility regarding the subcontractor and does not imply any obligation by DHHS regarding the subcontractor or subcontractor agreement.

5.2.4 DHHS may grant a written exception to the notice requirements of 5.2.1 and 5.2.2 if, in DHHS's reasonable determination, the MCO has shown good cause for a shorter notice period.

5.2.5 The MCO shall notify DHHS within twenty four (24) hours after receiving notice from a subcontractor of its intent to terminate a subcontract agreement.

5.2.6 The MCO shall notify DHHS of any material breach of an agreement between the MCO and the subcontractor within twenty four (24) hours of validation that such breach has occurred.

5.3 MCO's Oversight

5.3.1 The MCO shall oversee and be held accountable for any function(s) and responsibilities that it delegates to any subcontractor in accordance with 42 CFR 438.230 and SMM 2087.4, including:

5.3.1.1 The MCO shall have a written agreement between the MCO and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

5.3.1.2 All subcontracts shall fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract agreement.

5.3.1.3 The MCO shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.

5.3.1.4 The MCO shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State MCO laws and regulations.

5.3.1.5 The MCO shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.

5.3.1.6 The MCO shall identify deficiencies or areas for improvement, if any, with respect to which the MCO and the subcontractor shall take corrective action.

5.3.1.7 The MCO shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the MCO and DHHS.

5.3.1.8 If the MCO identifies deficiencies or areas for improvement are identified, the MCO shall notify DHHS and take corrective action within seven (7) calendar days of identification. The MCO shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

5.4 Transition Plan

5.4.1 In the event of material change, breach or termination of a subcontractor agreement between the MCO and a subcontractor, the MCO's notice to DHHS shall include a transition plan for DHHS's review and approval.

6 Staffing

6.1.1 The MCO shall commit key personnel to the New Hampshire Care Management program on a full-time basis. Positions considered to be key personnel are listed below, along with any specific requirements for each position:

6.1.1.1 Executive Director: Individual has clear authority over the general administration and day-to-day business activities of this Agreement.

6.1.1.2 Finance Officer: Individual is responsible for accounting and finance operations, including all audit activities.

6.1.1.3 Medical Director: Physician licensed by the NH Board of Medicine shall oversee and be responsible for all clinical activities, including but not limited to, the proper provision of covered services to members, developing clinical practice standards and clinical policies and procedures. The Medical Director shall have a minimum of five (5) years of experience in government programs (e.g. Medicaid, Medicare, and Public Health). The Medical Director shall have oversight of all utilization review techniques and methods and their administration and implementation.

6.1.1.4 Quality Improvement Director: Individual is responsible for all Quality Assessment and Performance Improvement (QAPI) program activities. This person shall be a licensed clinician with relevant experience in quality management for physical and/or behavioral healthcare.

6.1.1.5 Coordinators for the following three (3) functional areas shall be responsible for overseeing care management activities for MCO members with complex medical, behavioral health and developmental disability needs. They shall also serve as liaisons to DHHS staff for their respective functional areas:

6.1.1.5.1 Special Needs Coordinator: Individual shall have a minimum of a Master's Degree from a recognized college or university with major study in Social Work, Psychology, Education, Public Health or a related field. The individual shall have a minimum of eight (8) years demonstrated experience both in the provision of direct care services as well as progressively increasing levels of management responsibilities with a particular focus on special needs populations.

6.1.1.5.2 Behavioral Health Coordinator: Individual shall have a minimum of a Master's Degree from a recognized college or university with major study in Social Work, Psychology, Education, Public Health or a related field. The individual shall have a minimum of eight (8) years demonstrated experience both in the provision of direct care services as well as progressively increasing levels of management responsibilities, with a particular focus on direct care and administrative responsibilities within community mental health services.

6.1.1.5.3 Developmental Disabilities Coordinator: The individual shall have a minimum of a Master's Degree from a recognized college or university with major study in Social Work, Psychology, Education, Public Health or a related field. The individual shall have a minimum of eight (8) years demonstrated experience both in the provision of direct care services as well as progressively increasing levels of management responsibilities, with a particular focus on direct care and administrative responsibilities related to services provided for developmentally disabled individuals.

6.1.1.6 Network Management Director: Individual is responsible for development and maintenance of the MCO's provider network.

6.1.1.7 Member Services Manager: Individual is responsible for provision of all MCO member-services activities. The manager shall have prior experience with Medicaid or Medicare populations.

6.1.1.8 Utilization Management (UM) Director: Individual is responsible for all UM activities. This person shall be under the direct supervision of the Medical Director and shall ensure that UM staff has appropriate clinical backgrounds in order to make medically appropriate UM decisions.

6.1.1.9 Systems Director/Manager: Individual is responsible for all MCO information systems supporting this Agreement including, but not limited to, continuity and integrity of operations, continuity flow of records with DHHS' information systems and providing necessary and timely reports to DHHS.

6.1.1.10 Claims/Encounter Manager: Individual is responsible for and is qualified by training and experience to oversee claims and encounter submittal and processing, where applicable, and to ensure the accuracy, timeliness, and completeness of processing payment and reporting.

6.1.1.11 Grievance Coordinator: Individual is responsible for overseeing the MCO's Grievance System.

6.1.1.12 Fraud, Waste, and Abuse Coordinator: Individual is responsible for tracking, reviewing, monitoring, and reducing fraud, waste, and abuse.

6.1.1.13 Compliance Officer: Individual is responsible for MCO's compliance with the provisions of this Agreement and all applicable state and federal regulations and statutes.

6.1.2 The MCO shall have an on-site presence in New Hampshire. The following key personnel shall be located in New Hampshire:

6.1.2.1 Executive Director
6.1.2.2 Medical Director
6.1.2.3 Quality Improvement Director
6.1.2.4 Special Needs Coordinator
6.1.2.5 Behavioral Health Coordinator
6.1.2.6 Developmental Disabilities Coordinator
6.1.2.7 Network Management Director
6.1.2.8 Fraud, Waste, and Abuse Coordinator
6.1.2.9 Grievance Coordinator

6.1.3 The MCO shall provide to DHHS for review and approval key personnel and qualifications no later than sixty (60) days prior to start of program.

6.1.4 The MCO shall staff the program with the key personnel as specified in this Agreement, or shall propose alternate staffing subject to review and approval by DHHS, which approval shall not be unreasonably withheld.

6.1.5 DHHS may grant a written exception to the notice requirements of this Section if, in DHHS's reasonable determination, the MCO has shown good cause for a shorter notice period.

6.1.6 The MCO shall provide sufficient staff to perform all tasks specified in this Agreement. The MCO shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion as contained herein. In the event that the MCO does not maintain a level of staffing sufficient to fully perform the functions, requirements, roles, and duties, DHHS may impose liquidated damages, in accordance with Section 32.

6.1.7 The MCO shall ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.

6.1.8 All key staff shall be available during DHHS hours of operation and available for in-person or video conferencing meetings as requested by DHHS.

6.1.9 The MCO key personnel, and others as required by DHHS, shall, at a minimum, be available for monthly in-person meetings in New Hampshire with DHHS.

6.1.10 The MCO shall notify DHHS at least thirty (30) calendar days in advance of any plans to change, hire, or reassign designated key personnel.

6.1.11 If a member of the MCO's key staff is to be replaced for any reason while the MCO is under Agreement, the MCO shall inform DHHS within 7 calendar days, and submit proposed alternate staff to DHHS for review and approval, which approval shall not be unreasonably withheld.

6.1.12 The MCO shall, within thirty (30) calendar days of signing this Agreement deliver to DHHS a Staffing Contingency Plan including but not limited to:

6.1.12.1 The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;

6.1.12.2 Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;

6.1.12.3 Replacement of key personnel with staff with similar qualifications and experience;

6.1.12.4 Discussion of time frames necessary for obtaining replacements;

6.1.12.5 MCO's capabilities to provide, in a timely manner, replacements/additions with comparable experience; and

6.1.12.6 The method of bringing replacements/additions up-to-date regarding this Agreement.

7 Program Management and Planning

7.1 General

7.1.1 The MCO shall provide a comprehensive risk-based, capitated program for providing health care services to members enrolled in the New Hampshire Medicaid Program and provide for all aspects of managing such program, including claims processing and operational reports. The MCO shall establish and demonstrate audit trails for all claims processing and financial reporting carried out by the MCO's staff, system, or designated agents.

7.2 Representation and Warranties

7.2.1 The MCO warrants that all Managed Care developed and delivered under this Agreement will meet in all material respects the specifications as described in the Agreement during the Agreement Period, including any subsequently negotiated, and mutually agreed, specifications.

7.2.2 The MCO acknowledges that in entering this Agreement, DHHS has relied upon representations made by the MCO in its RFP (#12-DHHS-CM-1) Technical and Cost Proposal, including any addenda, with respect to delivery of Managed Care. In reviewing and approving the program management and planning requirements of this Section, DHHS reserves the right to require the MCO to develop plans that are substantially and materially consistent with the representations made in the MCO's RFP (#12-DHHS-CM-1) Technical and Cost Proposal, including any addenda.

7.3 Audit Requirements

7.3.1 No later than forty (40) business days after the end of the State Fiscal Year each June 30, the MCO shall provide DHHS a "SOC 1" Type 2 report of the MCO or its corporate parent in accordance with American Institute of Certified Public Accountants, Statement on Standards for Attestation Engagements

(SSAE) No. 16, Reporting on Controls at a Service Organization. The report shall assess the design of internal controls and their operating effectiveness. The reporting period shall cover the previous twelve (12) months or the entire period since the previous reporting period. DHHS will share the report with internal and external auditors of the State of New Hampshire and federal oversight agencies. The SSAE 16 Type 2 report shall include:

7.3.1.1 Description by the MCO's management of its system of policies and procedures for providing services to user entities (including control objectives and related controls as they relate to the services provided) throughout the twelve (12) month period or the entire period since the previous reporting period.

7.3.1.2 Written assertion by the MCO's management about whether:

7.3.1.2.1 The aforementioned description fairly presents the system in all material respects;

7.3.1.2.2 The controls were suitably designed to achieve the control objectives stated in that description; and

7.3.1.2.3 The controls operated effectively throughout the specified period to achieve those control objectives.

7.3.1.3 Report of the MCO's auditor, which:

7.3.1.3.1 Expresses an opinion on the matters covered in management's written assertion; and

7.3.1.3.2 Includes a description of the auditor's tests of operating effectiveness of controls and the results of those tests.

7.3.2 The MCO shall notify DHHS if there are significant or material changes to the internal controls of the MCO. If the period covered by the most recent SSAE16 report is prior to June 30, the MCO shall additionally provide a bridge letter certifying to that fact.

7.3.3 The MCO shall respond to and provide resolution of audit inquiries and findings relative to the MCO Managed Care activities.

7.3.4 DHHS has the right to conduct on-site reviews of the MCO's operations at the MCO's expense. These on-site visits may be unannounced. The MCO shall fully cooperate with DHHS' on-site reviews.

7.3.5 DHHS and the MCO shall have monthly plan oversight meetings to review progress on the MCO's Program Management Plan, review any ongoing Corrective Action Plans and review MCO compliance with requirements and standards as specified in this Agreement.

7.3.6 The MCO shall use reasonable efforts to respond to DHHS oral and written correspondence within one (1) business day.

7.4 Program Management and Communications Plans

7.4.1 The MCO shall submit a Program Management Plan (PMP) to DHHS for review and approval at least sixty (60) calendar days prior to the scheduled start date of the program. Annually, thereafter, the MCO shall submit an

updated PMP to DHHS for review and approval at least sixty (60) calendar days prior to the commencement of each Agreement year.

7.4.2 The MCO shall submit a Communications Plan to DHHS for review and approval at least sixty (60) calendar days prior to the scheduled start date of the program. Thereafter, the MCO shall submit an updated Communications Plan to DHHS for review and approval at least sixty (60) calendar days prior to the commencement of each Agreement year. The Communications Plan shall provide for the MCO's response to correspondence received from DHHS staff within one (1) business day of receipt.

7.5 Emergency Response Plan

7.5.1 The MCO shall submit an Emergency Response Plan to DHHS for review and approval at least sixty (60) calendar days prior to the scheduled start date of the program. Thereafter, the MCO shall submit an updated Emergency Response Plan to DHHS for review and approval at least sixty (60) calendar days prior to the commencement of each Agreement year.

7.5.2 The plan shall address, at a minimum, the following aspects of pandemic preparedness and natural disaster response and recovery:

- 7.5.2.1 Employee training;
- 7.5.2.2 Essential business functions and key employees within the organization necessary to carry them out;
- 7.5.2.3 Contingency plans for covering essential business functions in the event key employees are incapacitated or the primary workplace is unavailable; and
- 7.5.2.4 Communication with staff, members, providers, subcontractors and suppliers when normal systems are unavailable;
  - 7.5.2.4.1 Plans to ensure continuity of services to providers and members;
  - 7.5.2.4.2 How the MCO will coordinate with and support DHHS and the other MCOs; and
  - 7.5.2.4.3 How the plan will be tested, updated and maintained.

7.6 Step 1 Program Implementation Plan

7.6.1 Submission and Contents of the Plan

7.6.1.1 The MCO shall submit a "Step 1 Program Implementation Plan" (Step 1 Implementation Plan) to DHHS for review and approval no later than fourteen (14) calendar days after the signing of this Agreement. The Step 1 Implementation Plan shall address, at a minimum, the following elements and include timelines and identify staff responsible for implementation of the Plan:

- 7.6.1.1.1 Provider credentialing/contracting;
- 7.6.1.1.2 Provider payments;
- 7.6.1.1.3 Member Services;
- 7.6.1.1.4 Member Enrollment;

7.6.1.1.5 Pharmacy Management;
7.6.1.1.6 Care Management;
7.6.1.1.7 Utilization Management;
7.6.1.1.8 Grievance System;
7.6.1.1.9 Fraud, Waste, and Abuse;
7.6.1.1.10 Third-Party Liability;
7.6.1.1.11 MCIS ;
7.6.1.1.12 Financial management; and
7.6.1.1.13 Provider and member communications.

7.6.1.2 The Step 1 Program Implementation Plan shall become an addendum to this Agreement as Exhibit L.

7.6.2 Implementation

7.6.2.1 Upon approval of the Step 1 Implementation Plan, the MCO shall implement the Plan as approved covering the Step 1 populations and services identified in Sections 8.1 and 8.2 of this Agreement.

7.6.2.2 The MCO shall successfully complete all implementation activities at its own cost and will not be reimbursed by DHHS for this phase of work.

7.6.2.3 The MCO must obtain prior written approval from DHHS for any changes or deviations from the submitted and approved Plan.

7.6.2.4 Throughout the implementation period, the MCO shall submit weekly status reports to DHHS that address:
7.6.2.4.1 Progress on Step 1 Implementation Plan;
7.6.2.4.2 Risks/Issues and mitigation strategy;
7.6.2.4.3 Modifications to the Step 1 Implementation Plan;
7.6.2.4.4 Progress on any Corrective Action Plans;
7.6.2.4.5 Program delays; and
7.6.2.4.6 Upcoming activities.

7.6.2.5 Throughout the implementation period, the MCO shall conduct weekly implementation status meetings with DHHS at a time and location to be decided by DHHS. These meetings shall include representatives of key MCO implementation staff and relevant DHHS personnel.

7.6.3 Readiness Reviews

7.6.3.1 DHHS intends to conduct two (2) readiness reviews of the MCO during the implementation phase prior to the program start date. The first review shall take place thirty (30) days after contract effective date or ninety(90) calendar days prior to the program start date, whichever comes later, and the second review shall take place thirty (30) calendar days prior to the program start date. The MCO shall fully cooperate with DHHS during these readiness reviews. During the readiness reviews, DHHS shall assess the MCO's progress towards a successful program implementation.

The review shall include validation of readiness in multiple areas, including but not limited to:

7.6.3.1.1 MCO's ability to pay a claim;
7.6.3.1.2 MCO's network adequacy;
7.6.3.1.3 MCO's member transition plan;
7.6.3.1.4 MCO's system preparedness;
7.6.3.1.5 MCO's member experience procedures;
7.6.3.1.6 Grievance System; and
7.6.3.1.7 MCO subcontracts.

7.6.3.2 Should the MCO fail to pass either readiness review, the MCO shall submit a Corrective Action Plan to DHHS sufficient to ensure the MCO passes the readiness review and shall complete implementation on schedule. This Corrective Action Plan shall be integrated into the overall program Step 1 Implementation Plan as a modification subject to review and approval by DHHS. DHHS reserves the right to suspend enrollment of members into the MCO until deficiencies in the MCO's readiness activities are rectified and/or apply liquidated damages as provided in Section 32.

7.6.3.3 During the first one hundred and eighty (180) days following the Execution Date of this Agreement, DHHS may give tentative approval of the MCO's required policies and procedures.

7.6.3.4 DHHS may at its discretion suspend application of the remedies specified in Section 32, except for those required under 42 CFR 700 and Section 1903(m) or Section 1932 of the Social Security Act, provided that the MCO is in compliance with any Corrective Action Plans developed during the readiness period, unless the MCO fails to meet the start date of the NH Medicaid Care Management program.

7.6.3.5 The start date of the Medicaid Care Management program shall be when at least two MCOs have met the readiness requirements 7.6.3.1.

7.7 Step 2 Program Implementation Plan

7.7.1 The MCO shall cooperate with, and support DHHS during Year 1 of the Agreement to establish the model for the Step 2 Program, which would include program design, rate development and implementation strategy, which shall be incorporated as an amendment to this Agreement.

7.7.2 The start date of Step 2 is July 1st, 2013, contingent upon the successful completion of requirements described in 7.7.1.

7.7.3 One-hundred eighty (180) calendar days prior to the start date of Step 2, the MCO shall submit a Step 2 Program Implementation Plan for DHHS approval.

7.7.4 The Step 2 Program Implementation Plan shall address, the critical elements of the implementation and include timelines and identify staff responsible for implementation of Step2:

7.7.4.1

7.7.5 The MCO shall successfully complete all implementation activities at its own cost and will not be reimbursed by DHHS for Step 2 implementation work.

7.7.6 The MCO shall follow its submitted Step 2 Program Implementation Plan as approved by DHHS. The MCO must obtain prior written approval from DHHS for any change to the approved Plan.

7.7.7 Throughout the implementation phase, the MCO shall submit a weekly status report to DHHS. This status reports at a minimum, shall include:

- 7.7.7.1 Risks/Issues and mitigation strategy;
- 7.7.7.2 Progress on Step 2 Implementation Plan;
- 7.7.7.3 Modifications to the Step 2 Implementation Plan;
- 7.7.7.4 Status report(s) on Corrective Action Plan(s);
- 7.7.7.5 Program delays; and
- 7.7.7.6 Upcoming activities.

7.7.8 During the Step 2 implementation phase, the MCO shall conduct weekly implementation status meetings with DHHS at a time and location to be decided by DHHS. These meetings shall include representatives of key MCO implementation staff and relevant DHHS personnel.

7.7.9 DHHS shall conduct two (2) readiness reviews of the MCO during the implementation phase prior to program start date of Step 2. The first review shall take place one-hundred twenty (120) calendar days prior to the Step 2 start date and the second review shall take place sixty (60) calendar days before the Step 2 start date. The MCO shall fully cooperate with DHHS during these readiness reviews.

7.7.10 Should the MCO fail to successfully pass either readiness review, the MCO shall submit a Corrective Action Plan to pass the readiness review and complete implementation on schedule. Corrective Action Plans will be incorporated into the Step 2 Implementation Plan and reported on in the weekly status report.

7.7.11 Should an MCO fail to correct deficiencies within twenty (20) calendar days, DHHS reserves the right to terminate the MCO's Agreement.

8 Covered Populations and Services

8.1 Covered Populations Matrix

The MCO shall provide managed care services to population groups deemed by DHHS to be eligible for managed care. The planned three step phase-in of population groups is depicted in the matrix below.

Members	Step 1	Step 2	Step 3	Excluded/ FFS
OAA/ANB/APTD/MEAD/TANF/Poverty Level - Non-Duals[1]	X			
Foster Care - With Member Opt Out	X			
Foster Care - Mandatory Enrollment (w/CMS waiver)		X		
HC-CSD (Katie Becket) - With Member Opt Out	X			
CHIP (transition to Medicaid expansion)	X			
TPL (non-Medicare) except members with VA benefits	X			
Auto eligible and assigned newborns	X			
Breast and Cervical Cancer Program (BCCP)	X			
Medicare Duals - With Member Opt Out	X			
Medicare Duals - Mandatory Enrollment (w/CMS waiver)		X		
ACA Expansion Group			X	
Members with VA Benefits				X
Family Planning Only Benefit (in development)				X
Initial part month and retroactive/PE eligibility segments (excluding auto eligible newborns)				X
Spend-down				X
QMB/SLMB Only (no Medicaid)				X

8.2 Covered Services Matrix

The MCO shall provide the services identified in the following matrix to its members, reflecting the planned three step phase-in.

Services	Step 1	Step 2	Step 3	Excluded/ FFS
Maternity & Newborn Kick Payments	X			
Inpatient Hospital	X			
Outpatient Hospital	X			
Inpatient Psychiatric Facility Services Under Age 22	X			
Physicians Services	X			
Advanced Practice Registered Nurse	X			
Rural Health Clinic & FQHC	X			
Prescribed Drugs	X			
Community Mental Health Center Services	X			
Psychology	X			
Ambulatory Surgical Center	X			
Laboratory (Pathology)	X			

[1] Per 42 USC §1396u-2(a)(2)(A)Non-dual members under age 19 receiving SSI, or with special healthcare needs, or who receive adoption assistance or are in out of home placements, have member opt out.

Services	Step 1	Step 2	Step 3	Excluded/ FFS
X-Ray Services	X			
Family Planning Services	X			
Medical Services Clinic (mostly methadone clinic)	X			
Physical Therapy	X			
Occupational Therapy	X			
Speech Therapy	X			
Audiology Services	X			
Podiatrist Services	X			
Home Health Services	X			
Private Duty Nursing	X			
Adult Medical Day Care	X			
Personal Care Services	X			
Hospice	X			
Optometric Services Eyeglasses	X			
Furnished Medical Supplies & Durable Medical Equipment	X			
Non-Emergent Medical Transportation (current admin. expense)	X			
Ambulance Service	X			
Wheelchair Van	X			
Fluoride Varnish by Primary Care Physicians (New Service)[2]	X			
Acquired Brain Disorder Waiver Services		X		
Developmentally Disabled Waiver Services		X		
Choices for Independence Waiver Services		X		
In Home Supports Waiver Services		X		
Skilled Nursing Facility		X		
Skilled Nursing Facility Atypical Care		X		
Inpatient Hospital Swing Beds, SNF		X		
Intermediate Care Facility Nursing Home		X		
Intermediate Care Facility Atypical Care		X		
Inpatient Hospital Swing Beds, ICF		X		
Glencliff Home		X		
Developmental Services Early Supports and Services		X		
New Substance Abuse Benefit Allowing MLDACs		X		
Home Based Therapy – DCYF		X		
Child Health Support Service – DCYF		X		
Intensive Home and Community Services – DCYF		X		
Placement Services – DCYF		X		
Private Non-Medical Institutional For Children – DCYF		X		
Crisis Intervention – DCYF		X		
Intermediate Care Facility MR				X
Medicaid to Schools Services				X
Dental Benefit Services				X

[2] MCOs shall provide for payment to American Academy of Pediatrics trained & annually certified primary care providers and pediatricians who conduct an oral exam, provide age appropriate anticipatory guidance and risk assessment and apply fluoride varnish to the teeth, when clinically appropriate, of members aged 6-36 months during well child care no more than twice per year.

8.2.1 While the MCO may provide a higher level of service and cover additional services than required by DHHS, the MCO shall, at a minimum, cover the services identified at least up to the limits described in N.H. code of Administrative Rules, chapter He-W 530 and He-W 426. DHHS reserves the right to alter this list at any time by informing the MCO [42 CFR 438.210(a)(1) and (2)].

8.2.2 The MCO may, with DHHS approval, require co-payment for services that do not exceed current Medicaid co-payment amounts established by DHHS.

8.2.3 The MCO shall with no disruption in service delivery to members or providers transition these services into managed care from fee-for-service (FFS).

8.2.4 All services shall be provided in accordance with 42 CFR 438.210.

8.2.5 The MCO shall adopt written policies and procedures to verify that services are actually provided [42 CFR 455.1(a)(2)].

8.3 Emergency Services

8.3.1 The MCO shall provide coverage and payment for emergency services and post-stabilization care services in accordance with §1852(d)(2) of the SSA; 42 CFR 438.114(b); 42 CFR 422.113(c); SMD letter 8/5/98.

8.3.2 The MCO shall cover and pay for emergency services at rates that are no less than the equivalent DHHS fee-for-service rates regardless of whether the provider that furnishes the services has a Agreement with the MCO [§1932(b)(2) of the SSA; 42 CFR 438.114(c)(1)(i); SMD letter 2/20/98].

8.3.3 The MCO shall not deny treatment obtained when a member had an emergency medical condition, including cases in which the absence of immediate medical attention would not have had the outcomes specified in 42 CFR 438.114(a) of the definition of emergency medical condition [§1932(b)(2) of the SSA; 42 CFR 438.114(c)(1)(ii)(A); SMD letter 2/20/98].

8.3.4 The MCO shall not deny payment for treatment obtained when a representative, such as a network provider, of the MCO instructs the member to seek emergency services [42 CFR 438.114(c)(1)(ii)(B); SMD letter 2/20/98].

8.3.5 The MCO shall not limit what constitutes an emergency medical condition on the basis of lists of diagnoses or symptoms [42 CFR 438.114(d)(1)(i)].

8.3.6 The MCO shall not refuse to cover emergency services based on the emergency room provider, hospital, or fiscal agent not notifying the member's primary care provider, MCO, or DHHS of the member's screening and treatment within ten (10) calendar days of presentation for emergency services [42 CFR 438.114(d)(1)(ii)].

8.3.7 The MCO may not hold a member who has an emergency medical condition liable for payment of subsequent screening and treatment needed to diagnose the specific condition or stabilize the patient [42 CFR 438.114(d)(2)].

8.3.8 The attending emergency physician, or the provider actually treating the member, is responsible for determining when the member is sufficiently stabilized for transfer or discharge, and that determination is binding on the entities identified in 42 CFR 438.114(b) as responsible for coverage and payment [42 CFR 438.114(d)(3)].

8.4 Post-Stabilization Services

8.4.1 Post-stabilization care services shall be covered and paid for in accordance with provisions set forth at 42 CFR 422.113(c). The MCO shall be financially responsible for post-stabilization services obtained within or outside the MCO that are pre-approved by a MCO provider or other MCO representative. [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(i); SMD letter 8/5/98]

8.4.2 The MCO shall be financially responsible for post-stabilization care services obtained within or outside the MCO that are not pre-approved by a MCO provider or other MCO representative, but administered to maintain the member's stabilized condition within one (1) hour of a request to the MCO for pre-approval of further post-stabilization care services. [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(ii) and (iii); SMD letter 8/5/98.]

8.4.3 The MCO shall be financially responsible for post-stabilization care services obtained within or outside the MCO that are not pre-approved by a MCO provider or other MCO representative, but administered to maintain, improve or resolve the member's stabilized condition if:

- 8.4.3.1 The MCO does not respond to a request for pre-approval within one (1) hour;
- 8.4.3.2 The MCO cannot be contacted; or
- 8.4.3.3 The MCO representative and the treating physician cannot reach an agreement concerning the member's care and a MCO physician is not available for consultation. In this situation, the MCO shall give the treating physician the opportunity to consult with a MCO physician and the treating physician may continue with care of the patient until a MCO physician is reached or one of the criteria of 42 CFR 422.133(c)(3) is met [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(iii)].

8.4.4 The MCO shall limit charges to members for post-stabilization care services to an amount no greater than what the organization would charge the member if he/she had obtained the services through the MCO. [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(iv); SMD letter 8/5/98]

8.4.5 The MCO's financial responsibility for post-stabilization care services it has not pre-approved ends when:

- 8.4.5.1 A MCO physician with privileges at the treating hospital assumes responsibility for the member's care;
- 8.4.5.2 A MCO physician assumes responsibility for the member's care through transfer;
- 8.4.5.3 A MCO representative and the treating physician reach an agreement concerning the member's care; or
- 8.4.5.4 The member is discharged. [42 CFR 438.114(e); 42 CFR 422.113(c)(3); SMD letter 8/5/98]

9 Payment Reform Plan

9.1.1 The MCO shall submit, thirty (30) days from the contract effective date or ninety (90) days prior to the start of each Agreement year, whichever is later, its plan to engage its provider network in health care delivery and payment reform activities, subject to review and approval by DHHS. These activities may include, but are not limited to, pay for performance programs, innovative provider reimbursement methodologies, risk sharing arrangements and sub-capitation agreements.

9.1.2 The Payment Reform Plan shall contain information on the anticipated impact on member health outcomes of each specific activity, providers affected by the specific activity, an implementation plan for each activity and an implementation milestone to be met by the end of each year of the Agreement for each activity.

9.1.3 DHHS will withhold one percent (1%) of MCO capitation payments in each year of the Agreement under the Payment Reform Plan. The MCO will earn a pay-out of that withheld amount if it meets the implementation milestones described in the Payment Reform Plan. The pay-out will be pro-rated to the number of milestones achieved by the MCO at the end of the year.

9.1.4 The MCO shall submit a report to DHHS describing its performance against the MCO's healthcare delivery and Payment Reform Plan within ninety (90) calendar days of the end of each year of the Agreement. DHHS will evaluate the MCO's performance and make payments to the MCO, if warranted, within ninety (90) calendar days of receipt of the report.

9.1.5 The MCO's Payment Reform Plan(s) shall be in compliance with the following requirements:

- 9.1.5.1 FQHCs and RHCs will be paid the encounter rate paid by DHHS as of July 1, 2011
- 9.1.5.2 Hospice services will be reimbursed at the Medicare rates as of July 1, 2011
- 9.1.5.3 The MCO's provider incentive plan shall comply with requirements set forth in 42 CFR 422.208 and 42 CFR 422.210 [42 CFR 438.6(h)].
- 9.1.5.4 The MCO may not make payment directly or indirectly to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an individual [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].
- 9.1.5.5 The MCO shall provide information on its provider incentive program to any New Hampshire recipient upon request (this includes the right to adequate and timely information on the plan) [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208; 42 CFR 422.210; 42 CFR 438.6(h)].
- 9.1.5.6 The MCO shall report whether services not furnished by physician/group are covered by an incentive plan. No further

disclosure is required if the incentive plan does not cover services not furnished by the physician/group [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.6.1 The MCO shall report the type of incentive arrangement (e.g., withhold, bonus, capitation) [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.7 The MCO shall report the percent of withhold or bonus (if applicable) [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.8 The MCO shall report panel size, and if patients are pooled, the approved method used [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.9 If the physician/group is at substantial financial risk, the MCO shall report proof that the physician/group has adequate stop loss coverage, including amount and type of stop-loss [§1903(m)(2)(A)(x)of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

10 Care Management Program

The MCO shall implement a comprehensive care management program that has at a minimum the following components:

- Care Coordination
- Support of Patient-Centered Medical Homes and Health Homes
- Non-Emergency Medical Transportation
- Wellness and Prevention programs
- Chronic Care Management Programs
- High Cost/ High Risk member management programs
- A Special Needs Program

10.1 Care Coordination: Role of the MCO

10.1.1 The MCO shall develop a strategy for coordinating all care for all members. Care coordination for its members includes coordination of primary care, specialty care, and all other MCO covered services as well as services provided through the fee for service program. Care coordination shall promote and assure service accessibility, focus attention to individual needs, provide for continuity of care, and assure comprehensive coordinated and integrated culturally appropriate delivery of care.

10.1.2 The MCO shall ensure that services provided to children are family driven and based on the needs of the child and the family. The MCO shall support the family in having a primary decision making role in the care of their children utilizing the Substance Abuse and Mental Health Services Administration (SAMHSA) core elements of a children's services system of care which:

10.1.2.1 Are person centered;

10.1.2.2 Include active family involvement;
10.1.2.3 Deliver behavioral health services that are anchored in the community;
10.1.2.4 Build upon the strengths of the child and the family;
10.1.2.5 Integrate services among multiple providers and organizations working with the child; and
10.1.2.6 Utilizes a wraparound model of care within the context of a family driven model of care.

10.1.3 The MCO will ensure that its providers, families and members participate in the development of a system of care model for children with serious emotional disturbance.

10.1.4 The MCO shall ensure that services to individuals who are homeless are to be prioritized and made available to those individuals.

10.2 Care Coordination: Role of the Primary Care Provider

10.2.1 The MCO shall implement procedures that ensure that each member has access to an ongoing source of primary care appropriate to his or her needs and a person or entity formerly designated as primarily responsible for coordinating the health care services furnished to the member in accordance with (42 CFR 438.208(b)(1), (2), and (3).

10.2.2 The MCO shall develop programs to assess and support, wherever possible, primary care providers to act as a patient centered medical home. A patient centered medical home shall include all of the five key domains outlined by the Agency for Healthcare Research and Quality (AHRQ):
10.2.2.1 Comprehensive care;
10.2.2.2 Patient-centered care;
10.2.2.3 Coordinated care;
10.2.2.4 Accessible services; and
10.2.2.5 Quality and safety.

10.2.3 DHHS recognizes that there is a variety of ways in which these domains can be addressed in clinical practices. External accreditation is not required by DHHS to qualify as a medical home. The MCO's support to primary care providers acting as patient centered medical homes shall include, but is not limited to, the development of systems, processes and information that promotes coordination of the services to the member outside of that provider's primary care practice.

10.2.4 The MCO shall actively support the creation of health homes for its medically complex members, as defined by §1945 of the SSA. Health homes are designed to be person-centered systems of care that facilitate access to and coordination of the full array of primary and acute physical health services, behavioral health care, and long-term community-based services and supports. The health home expands on the medical home model by building additional linkages and enhancing coordination and integration of medical and behavioral health care to better meet the needs of people with multiple chronic illnesses. To be eligible for health home services, members shall have;

10.2.4.1 At least two (2) chronic conditions, including asthma, diabetes, heart disease, obesity, mental health condition, and substance abuse disorder;

10.2.4.2 One chronic condition and be at risk for another; or

10.2.4.3 One serious and persistent mental health condition.

10.2.5 The MCO shall work with DHHS and the other MCOs contracted with DHHS to develop a health home model that DHHS will submit for approval by the Centers for Medicare & Medicaid Services (CMS). Once approved by CMS, the MCO shall implement its health home program in accordance with the approved model, and in a time frame specified by DHHS.

10.3 Care Coordination: Role of Obstetric Providers

10.3.1 If at the time of entering the MCO as a new member is transferring from another MCO within the state system, is in her first trimester of pregnancy and is receiving, medically necessary covered prenatal care services, as defined within this Agreement as covered services, before enrollment the MCO shall be responsible for the costs of continuation of medically necessary prenatal care services, including prenatal care, delivery, and postpartum care.

10.3.2 If the member is receiving services from an out-of-network provider prior to enrollment in the MCO, the MCO shall be responsible for the costs of continuation of medically necessary covered prenatal services until such time as the MCO can reasonably transfer the member to a network provider without impeding service delivery that might be harmful to the member's health.

10.3.3 If the member, at the time of enrollment, is receiving services from a network provider, the MCO shall be responsible for the costs of continuation of medically necessary covered prenatal services from that provider through the postpartum period.

10.3.4 In the event a member entering the MCO, either as a new member or transferring from another MCO, is in her second or third trimester of pregnancy and is receiving medically necessary covered prenatal care services at the time of enrollment, the MCO shall be responsible for providing continued access to the prenatal care provider, whether an out of network or in network provider, through the postpartum period.

10.3.5 Postpartum care includes the first postpartum visit, any additional visits necessary to manage any complications related to delivery, and completion of the medical record.

10.3.6 The MCO shall develop and maintain policies and procedures, subject to DHHS approval, regarding the transition of any pregnant members.

10.4 Non-Emergent Transportation

10.4.1 The MCO shall be required to arrange for the non-emergent medical transportation of its members to ensure members receive medically necessary services covered by the New Hampshire Medicaid program regardless of whether those medically necessary services are covered by the MCO. The

MCO shall ensure that a member's lack of personal transportation is not a barrier to accessing care.

10.4.2 The MCO, and any sub-contractors, shall be required to perform background checks on all non-emergent medical transportation providers.

10.4.3 The MCO shall provide monthly reports to DHHS on its non-emergent medical transportation activities to include but not be limited to;

- 10.4.3.1 The types of non-emergent medical transportation members ordinarily use;
- 10.4.3.2 Number of members transported;
- 10.4.3.3 Number of completed transportation events;
- 10.4.3.4 Number of transportation requests that were successfully completed; and
- 10.4.3.5 Number of transportation requests that were not provided.

10.5 Wellness and Prevention

10.5.1 The MCO shall develop and implement wellness and prevention programs for its members.

10.5.2 The MCO shall, at a minimum, develop and implement programs designed to address childhood and adult obesity, smoking cessation, and other similar type wellness and prevention programs in consultation with DHHS.

10.5.3 The MCO shall, at minimum, provide primary and secondary preventive care services, rated A or B, in accordance with the recommendations of the U.S. Preventive Services Task Force, and for children, those preventive services recommended by the American Academy of Pediatrics Bright Futures Program.

10.5.4 The MCO may substitute generally recognized accepted guidelines for the requirements set forth in 10.5.3, provided that such substitution is approved in advance by DHHS. The MCO shall provide members with a description of preventive care benefits to be used by the MCO in the member handbook and on the MCO's website.

10.5.5 The MCO shall provide members with general health information and provide services to help members make informed decisions about their health care needs. The MCO shall encourage patients to take an active role in shared decision making.

10.5.6 The MCO shall support and refer eligible members to the New Hampshire's Medicaid incentives for the prevention of chronic disease program.

10.5.7 The MCO shall also participate in other public health initiatives at the direction of DHHS.

10.6 Member Health Education

10.6.1 The MCO shall develop and initiate a member health education program that supports the overall wellness, prevention, and care management programs, with the goal of empowering patients to actively participate in their healthcare.

10.6.2 The MCO shall encourage members to complete an annual health risk assessment. The MCO will submit their Health Risk Assessment forms to DHHS for review and approval. The MCO shall also report annually on:

- 10.6.2.1 the number of members who completed a health risk assessment;
- 10.6.2.2 the percentage of eligible members who completed the health risk assessment; and
- 10.6.2.3 the percentage of members eligible for chronic care management, high cost/high risk care management, complex care management and/or the MCO's special needs program who completed a health risk assessment.

10.6.3 The MCO shall actively engage members in both wellness program development and in program participation and shall provide additional or alternative outreach to members who are difficult to engage.

10.7 Chronic Care Management, High Risk/High Cost Member and other Complex Member Management

10.7.1 The MCO shall develop effective chronic and complex care management programs that assist members in the management of their chronic diseases. The MCO may delegate the chronic and complex care member management to a patient centered medical home or health home provided that all the criteria for qualifying as a patient centered medical home or a health home and the additional conditions of this section have been met. These programs shall incorporate a "whole person" approach to ensure that the member's physical, behavioral, developmental, and psychosocial needs are comprehensively addressed. The MCO or its delegated entity shall ensure that the member, and/or the member's care giver, are actively engaged in the development of the care plan.

10.7.2 The MCO shall submit status reports to DHHS on MCO care management activities and any delegated medical home or health home activities as requested or required by DHHS.

10.7.3 The MCO shall at, a minimum, provide chronic care management services for the following disease states:

- 10.7.3.1 Diabetes, in coordination with the forthcoming federal diabetes initiative;
- 10.7.3.2 Congestive Heart Failure (CHF);
- 10.7.3.3 Chronic Obstructive Pulmonary Disease (COPD);
- 10.7.3.4 Asthma;
- 10.7.3.5 Coronary Artery Disease (CAD), in coordination with the Million Hearts Campaign;
- 10.7.3.6 Obesity; and
- 10.7.3.7 Mental Illness.

10.8 Special Needs Program

10.8.1 The MCO shall create an organizational structure to function as patient navigators to:

10.8.1.1 Reduce any barriers to care encountered by members with special needs
10.8.1.2 Ensure that each member with special needs receives the medical services of PCPs and specialists trained and skilled in the unique needs of the member, including information about and access to specialists as appropriate
10.8.1.3 Support in accessing all covered services appropriate to the medical condition or circumstance.

10.8.2 The MCO shall identify special needs members based on the member's physical, developmental, or behavioral conditions including but not limited to;
10.8.2.1 A member with at least two chronic conditions;
10.8.2.2 A member with one chronic condition and is at risk for another chronic condition;
10.8.2.3 A member with one serious and persistent mental health condition;
10.8.2.4 A member living with HIV/AIDS;
10.8.2.5 A member who is a child in foster care; and
10.8.2.6 A member with intellectual or developmental disabilities.

10.8.3 The MCO shall reach out to members identified with special needs and their PCP to inform them of additional services and supports available to them through the MCO's special needs program.

10.9 Coordination and Integration with Social Services and Community Care

10.9.1 The MCO shall develop relationships that actively link members with other state, local, and community programs that may provide or assist with related health and social services to members, including not limited to:
10.9.1.1 Juvenile Justice and Adult Community Corrections
10.9.1.2 Locally administered programs including Women, Infants, and Children, Head Start Programs, Community Action Programs, local income and nutrition assistance programs, housing, etc.
10.9.1.3 Family Organizations, Youth Organizations, Consumer Organizations, and Faith Based Organizations
10.9.1.4 Public Health Agencies
10.9.1.5 Schools
10.9.1.6 Step 2 Programs and Services
10.9.1.7 The court system

11 EPSDT

11.1.1 The MCO shall provide Early Periodic Screening Diagnostic Treatment (EPSDT) services to members less than twenty-one (21) years of age in compliance with all requirements found below.

11.1.2 The MCO shall comply with sections 1902(a)(43) and 1905(a)(4)(B) and 1905(r) of the SSA and federal regulations at 42 CFR 441.50 that require

EPSDT services to include outreach and informing, screening, tracking, and, diagnostic and treatment services. The MCO shall comply with all EPSDT requirements pursuant to the New Hampshire Medicaid Rules.

11.1.3 The MCO shall develop an EPSDT Plan that includes written policies and procedures for conducting outreach and education, tracking and follow-up to ensure compliance with the EPSDT periodicity schedules. The EPSDT Plan shall emphasize outreach and compliance monitoring taking into account the multi-lingual, multi-cultural nature of the served population, as well as other unique characteristics of this population. The EPSDT Plan shall include procedures for follow-up of missed appointments, including missed referral appointments for problems identified through Health Check screens and exams and follow-up on any abnormal screening exams. The EPSDT Plan shall also include procedures for referral, tracking, and follow up for annual dental examinations and visits, upon receipt of dental claims information from DHHS. The EPSDT Plan shall consider and be consistent with current policy statements issued by the American Academy of Pediatrics and the American Academy of Pediatric Dentists to the extent that such policy statements relate to the role of the primary care provider in coordinating care for infants, children and adolescents. The MCO shall submit its EPSDT Plan to DHHS for review and approval ninety (90) days prior to program start and annually sixty (60) calendar days prior to the first day of each Agreement year.

11.1.4 The MCO shall ensure providers perform a full EPSDT visit according to the periodic schedule approved by DHHS and the American Academy of Pediatrics periodicity schedule. The visit shall include a comprehensive history, unclothed physical examination, appropriate immunizations, lead screening and testing per CMS requirements §1902(a)(43) of the SSA, §1905(a)(4)(B) of the SSA and 42 CFR 441.50-.62, and health education/anticipatory guidance. All five (5) components shall be performed for the visit to be considered an EPSDT visit.

12 Behavioral Health

12.1.1 This section applies to individuals who have been determined to be eligible for community mental health services based on diagnosis, level of impairment and the requirements outlined in N.H. code of Administrative Rules, chapter He-M 401.

12.1.1.1 Community mental health services shall be provided in accordance with the NH Medicaid State Plan, He-M 426, He-M 408 and all other applicable state and federal regulations.

12.1.1.2 All clinicians providing community mental health services are subject to the requirements of He-M 426 and any other applicable state and federal regulations.

12.1.2 All other behavioral health services shall be provided to all NH Medicaid-eligible recipients in accordance with the NH Medicaid State Plan.

12.1.3 The MCO shall employ a trauma informed care model for community mental health services, as defined by SAMHSA, with a thorough assessment of an individual's trauma history in the initial intake evaluation and subsequent evaluations to inform the development of an individualized service plan, pursuant to He-M 401, that will effectively address the individual's trauma history.

12.1.4 The MCO shall offer provider contracts to New Hampshire's Community Mental Health Centers (CMHCs) that take into account the reasonable costs incurred by the Centers to provide services to Medicaid eligible clients. In the event that any CMHC declines to participate or fails to meet participation requirements, the MCO shall notify DHHS and shall implement action steps to designate a community mental health program to provide services in the designated community mental health services region. The community mental health services regions are defined in He-M 425.

12.1.4.1 The MCO shall make every effort to maintain continuity of care for existing clients at their local community mental health center.

12.1.4.2 In the event that an alternative community mental health program is established, subject to the approval of DHHS, a transition plan shall be implemented subject to the current requirements outlined in He-M 403.

12.1.4.3 The designation process for a new community mental health program is subject to State Administrative Rule He-M 403.

12.1.5 State Administrative Rule He-M 426, Community Mental Health Services, details the services available to adults with a severe mental illness and children with serious emotional disturbance. The MCO shall, at a minimum, make these services available to all members determined eligible for community mental health services under State Administrative Rule He-M 401.

12.1.5.1 The MCO shall be required to continue the implementation of evidence based practices across the entire service delivery system.

12.1.5.2 Behavioral Health Services shall be recovery and resiliency oriented, based on SAMHSA's definition of recovery and resiliency.

12.1.5.3 The MCO shall ensure that community mental health services are delivered in the least restrictive community based environment, based on a person-centered approach, where the member and their family's personal goals and needs are considered central in the development of the individualized service plans.

12.1.5.4 The MCO shall ensure that community mental health services to individuals who are homeless continue to be prioritized and made available to those individuals.

12.1.5.5 The MCO shall maintain or increase the ratio of community based to office based services for each region in the State, as specified in He-M 425, to be greater than or equal to the regional current percentage or 50%, whichever is greater.

12.1.5.6 The Department of Health and Human Services will issue a list of covered office and community based services annually, by

procedure code, that are used to determine the ratio outlined in 12.1.5.5.

12.1.5.7 The MCO shall submit a written report to the Department of Health and Human Services every six (6) months, by region, of the ratio of community based services to office based services.

12.1.6 The MCO shall ensure that all clinicians who provide community mental health services meet the requirements in He-M 401 and He-M 426 and are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) and the Adult Needs and Strengths Assessment (ANSA).

12.1.6.1 Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120 days of implementation by the Department of Health and Human Services of a web-based training and certification system.

12.1.6.1.1 The CANS and the ANSA assessment shall be completed by the community mental health program no later than the first member annual review following clinician certification to utilize the CANS and the ANSA.

12.1.6.1.2 The community mental health long term care eligibility tool, specified in He-M 401, and in effect on January 1, 2012 shall continue to be utilized by a clinician until such time as the Department of Health and Human Services implements web-based access to the CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the member annual review date has passed.

12.1.6.2 The CANS and the ANSA assessment shall be completed at least every ninety (90) calendar days to document progress towards goals and objectives and any continued need for CMH services.

12.1.6.2.1 Documentation of the review shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.

12.1.6.2.2 The CANS and the ANSA shall be utilized to assist the clinician and the MCO in developing an individualized, person-centered treatment plan, with measurable outcomes to drive future modifications to the individualized service plan.

12.1.7 The MCO shall ensure that community mental health service providers operate in a manner that enables the State to meet its obligations under Title II of the Americans with Disabilities Act, with particular attention to the "integration mandate" contained in 28 CFR 35.130(d).

12.1.8 The MCO shall continue the implementation of New Hampshire's 10-year Olmstead Plan, as updated from time to time, Addressing the Critical Mental Health Needs of New Hampshire's Citizens: A Strategy for Restoration.

12.1.8.1 The MCO shall include in its Program Management Plan the MCO's focus on the following programs and services:
- 12.1.8.1.1 Assertive Community Treatment Teams in regions not currently covered by ACT.
- 12.1.8.1.2 Community Residential capacity.
- 12.1.8.1.3 New and innovative interventions that will reduce admissions and readmissions to New Hampshire Hospital and increase community tenure for adults with a severe mental illness and children with a serious emotional disturbance.

12.1.9 The Department of Health and Human Services will lead regional planning activities in each community mental health region to develop and refine community mental health services in New Hampshire. The MCO shall support and actively participate in these activities.
- 12.1.9.1 The focus of the regional planning process will be on reducing the need for inpatient care and emergency department utilization, and on increasing community tenure.

12.1.10 The MCO shall develop a Training Plan each year of the Agreement for how it will support the New Hampshire community mental health service system's effort to hire and train qualified staff. The MCO shall submit this Training Plan to DHHS sixty (60) days prior to program start and annually ninety (90) days prior to beginning of each Agreement year.
- 12.1.10.1 The MCO shall submit a report summarizing what training was provided, a copy of the agenda for each training, a participant registration list for each CMHC and a summary, for each training provided, of the evaluations done by program participants, within ninety (90) calendar days of the conclusion of each Agreement year.
- 12.1.10.2 As part of that Training Plan, the MCO shall promote provider competence and opportunities for skill-enhancement through training opportunities and consultation, either through the MCO or other consultants with expertise in the area focused on through the training.
- 12.1.10.3 The MCO Training Plan outlined in 12.1.10.1 shall be designed to sustain and expand the use of the Evidence Based Practices of Illness Management and Recovery (IMR), Evidence Based Supported Employment (EBSE), Trauma Focused Cognitive Behavioral Therapy (TF-CBT), Dialectical Behavior Treatment (DBT) and Assertive Community Treatment (ACT), and to improve NH's penetration rates for Illness Management and Recovery (IMR) and Supported Employment, by 2% each year of the Agreement. The baseline measure for penetration rates shall be the NH submission to the SAMHSA Uniform Reporting System for 2011.
- 12.1.10.4 The MCO shall offer a minimum of 2 hours of training each year to all community mental health center staff on suicide risk

assessment, suicide prevention and post intervention strategies in keeping with the State's objective of reducing the number of suicides in New Hampshire.

12.1.10.5 The MCO shall submit an annual report no later than ninety (90) calendar days following the close of the fiscal year with a summary of the trainings provided, a list of attendees from each community mental health program, and the proposed training for the next fiscal year.

12.1.11 The MCO shall ensure, through its contracts with local providers, that regionally based crisis lines and Emergency Services as defined in He-M 403 and He-M 426 are in place 24 hours a day/ 7 days a week for individuals in crisis. These crisis lines and Emergency Services Teams shall employ clinicians who are trained in managing crisis intervention calls and who have access to a clinician available to evaluate the member on a face-to-face basis in the community to address the crisis and evaluate the need for hospitalization.

12.1.11.1 The MCO shall develop a written proposal within six (6) months from signing this Agreement, for review and approval by DHHS, for new, innovative and cost effective models of providing crisis and emergency response services that will provide the maximum clinical benefit to the consumer while also meeting the State's objectives in reducing admissions and increasing community tenure.

12.1.12 The MCO shall develop policies governing the coordination of care with primary care providers and community mental health programs. These policies shall be submitted to DHHS for review and approval ninety (90) calendar days prior to the beginning of each Agreement year, including Year 1.

12.1.12.1 The MCO shall ensure that there is coordination between the primary care provider and the community mental health program.

12.1.12.2 The MCO shall ensure that both the primary care provider and community mental health program request written consent from the member to release information to coordinate care regarding mental health services or substance abuse services or both, and primary care.

12.1.12.2.1 The MCO shall require, through its contracts with providers, documentation of all instances in which consent was not given, and if possible the reason why, and submit this report to DHHS no later than sixty (60) calendar days following the end of the fiscal year.

12.1.13 The MCO shall ensure integrated care coordination by requiring that providers accept all referrals for its members from the MCO that result from a court order or a request from DHHS. The MCO shall be required to pay for these Medicaid State Plan services for these members

12.1.14 The MCO shall pay for all NH Medicaid State Plan services for its members so long as ordered to be provided by the Mental Health Court.

12.1.15 The MCO shall develop a collaborative agreement with New Hampshire Hospital, the State of New Hampshire's state operated inpatient psychiatric facility. This collaborative agreement subject to the approval of DHHS shall at a minimum address the Americans with Disabilities Act requirement that individuals be served in the most integrated setting appropriate to their needs, include the responsibilities of the community mental health program network in order to ensure a seamless transition of care upon admission and discharge to the community, and detail information sharing and collaboration between the MCO and New Hampshire Hospital.

12.1.15.1 It is the policy of the State to decrease discharges from inpatient care at New Hampshire Hospital to homeless shelters and to ensure the inclusion of an appropriate living situation as an integral part of all discharge planning from New Hampshire Hospital. The MCO shall utilize the collaborative agreement to track any discharges that the MCO, through its provider network, was unable to place into the community and who instead were discharged to a shelter or into homelessness. The MCO shall submit a report to the Department of Health and Human Services, quarterly, detailing the reasons why members were placed into homelessness and include efforts made by the MCO to arrange appropriate placements.

12.1.16 The MCO shall designate a liaison with privileges, as required by New Hampshire Hospital, to continue the members care management activities, and assist in facilitating a coordinated discharge planning process for adults and children admitted to New Hampshire Hospital. Except for participation in the Administrative Review Committee, the liaison shall actively participate in New Hampshire Hospital treatment team meetings and discharge planning meetings to ensure that individuals receive treatment in the least restrictive environment complying with the Americans with Disabilities Act and other applicable federal and State regulations.

12.1.16.1 The liaison shall actively participate, and assist New Hampshire Hospital staff in the development of a written discharge plan within 24 hours of admission.

12.1.16.2 The MCO shall ensure that the final discharge plan shall be provided to the member and the members authorized representative prior to discharge.

12.1.16.3 The MCO shall make contact with the member, by telephone, within 3 days of discharge from New Hampshire Hospital in order to review the discharge plan, support the member in attending any scheduled follow-up appointments, support the continued taking of any medications prescribed, and answer any questions the member may have.

12.1.16.4 The MCO shall ensure an appointment with a community mental health program for the member is scheduled prior to discharge. Such appointment shall occur within seven (7) calendar days after discharge.

12.1.16.5 The MCO shall work with DHHS to review cases of members that New Hampshire Hospital has indicated a difficulty returning back to the community, identify barriers to discharge, and develop an appropriate transition plan back to the community.

12.1.16.6 The MCO shall establish a reduction in readmissions plan, subject to approval by DHHS, to monitor the 30-day and 180-day readmission rates to New Hampshire Hospital, review member specific data with each of the community mental health programs, and implement measurable strategies within 90 days of the execution of this Agreement to reduce 30-day and 180-day readmission. The MCO shall include benchmarks and reduction goals in the Program Management Plan.

12.1.17 The MCO shall continue to support and ensure that culturally and linguistically competent community mental health services currently provided for people who are deaf continue to be made available. These services shall be similar to services currently provided through the Deaf Services Team at Greater Nashua Mental Health Center.

13 Pharmacy Management

13.1.1 The MCO's formulary and pharmacy prior authorization criteria and other point of service edits, including but not limited to, prospective drug utilization review edits and dosage limits, shall be subject to DHHS approval, and in compliance with §1927 of the SSA. The MCO shall incorporate the New Hampshire Medicaid Preferred Drug List, as developed by DHHS, into its formulary. The MCO shall not include drugs by manufacturers not enrolled in the OBRA 90 Medicaid rebate program on its formulary without DHHS consent.

13.1.2 The MCO shall submit its policies and procedures related to its maintenance drug policy, specialty pharmacy programs, and any new pharmacy service program proposed by the MCO to DHHS for its approval.

13.1.3 The MCO shall submit the items described in 13.1.1 and 13.1.2 to DHHS for approval sixty (60) calendar days prior to the program start date of Step 1.

13.1.4 Any modifications to items listed in 13.1.1 and 13.1.2 shall be submitted for approval at least sixty (60) calendar days prior to the proposed effective date of the modification.

13.1.5 The MCO shall notify members and providers of any modifications to items listed in 13.1.1 and 13.1.2 thirty (30) calendar days prior to the modification effective date.

13.1.6 Implementation of a modification shall not commence prior to DHHS approval.

13.1.7 DHHS approved pharmacy prior authorizations in place at the time a member transitions from FFS to an MCO shall be honored for a maximum of ninety (90) calendar days. The MCO shall also, in the member handbook, provide information to members regarding prior authorization in the event the member chooses to transfer to another MCO.

13.1.8 The MCO shall adjudicate pharmacy claims for its members utilizing a point of service (POS) system where appropriate. System modifications, including but not limited to systems maintenance, software upgrades, implementation of International Classification of Diseases- 10 (ICD-10) code sets, and NDC code sets or migrations to new versions of National Council for Prescription Drug Programs (NCPDP) transactions shall be updated and maintained to current industry standards. The MCO shall provide an automated decision during the POS transaction in accordance with NCPDP mandated response times with ninety-five percent (95%) of electronic system transactions completing in less than one (1) second.

13.1.9 In accordance with Section 1927 (d)(5)(A and B) of the Social Security Act, the MCO shall respond by telephone or other telecommunication device within twenty-four (24) hours of a request for prior authorization and reimburse for the dispensing of at least a seventy-two (72) hour supply of a covered outpatient prescription drug in an emergency situation.

13.1.10 The MCO shall develop or participate in other state of New Hampshire pharmacy related quality improvement initiatives. At minimum, the MCO shall routinely monitor and address:

13.1.10.1 Polypharmacy (physical health and behavioral health medications)

13.1.10.2 Adherence to the appropriate use of maintenance medications, such as the elimination of gaps in refills

13.1.10.3 The appropriate use of behavioral health medications in children by encouraging the use of and reimbursing for consultations with child psychiatrists

13.1.11 In accordance with changes to rebate collection processes in the Patient Protection and Affordable Care Act (PPACA), DHHS will be responsible for collecting OBRA 90 (CMS) rebates from drug manufacturers on MCO pharmacy claims. The MCO shall provide all necessary pharmacy encounter data to the State to support the rebate billing process.

13.1.12 The MCO shall work cooperatively with the State to ensure that all data needed for the collection of CMS and supplemental rebates by the State's pharmacy benefit administrator is delivered in a comprehensive and timely manner, inclusive of any payments made for members for medications covered by other payers.

14 Member Enrollment and Disenrollment

14.1 Eligibility

14.1.1 The State has sole authority to determine whether an individual meets the eligibility criteria for Medicaid as well as whether he/she will be enrolled in the Care Management program. The State shall maintain its current responsibility for determining member eligibility. The MCO shall comply with eligibility decisions made by DHHS.

14.1.2 The MCO shall ensure that ninety-five percent (95%) of transfers of eligibility files are incorporated and updated within twenty-four (24) hours after

successful receipt of data. Data received Monday-Friday is to be uploaded Tuesday-Saturday between midnight and 8AM EST. The MCO shall develop a plan to ensure the provision of pharmacy benefits in the event the eligibility file is not successfully loaded by 10AM EST. The MCO shall make DHHS aware, within 24 hours, of unsuccessful uploads that go beyond 10AM EST.

14.1.3 The ASCX12 834 enrollment file will limit enrollment history to eligibility spans reflective of any assignment of the member with the MCO.

14.1.4 To ensure appropriate continuity of care, DHHS will provide up to two (2) years (as available) medical, pharmacy and behavioral health claims history data for all fee-for-service Medicaid beneficiaries assigned to MCO. For Members transitioning from another MCO, DHHS will also provide such claims data, supplementing as necessary from encounter information.

14.2 Relationship with Enrollment Services

14.2.1 DHHS or its designee shall be responsible for member enrollment and passing that information along to the MCO for plan enrollment [42 CFR 438.6(d)(2)].

14.2.2 The MCO shall accept individuals into its plan from DHHS or its designee in the order in which they apply without restriction, (unless authorized by the regional administrator), up to the limits set in this Agreement [42 CFR 438.6(d)(1)].

14.2.3 The MCO shall furnish information to DHHS or its designee so that it may comply with the information requirements of 42 CFR 438.10 to ensure that, before enrolling, the recipient receives, from the entity or the State, the accurate oral and written information he or she needs to make an informed decision on whether to enroll [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; State Medicaid Manual (SMM) 2090.1; SMM 2101].

14.2.4 The MCO shall provide information, within five (5) business days, to DHHS or its designee that allows for a determination of a possible change in eligibility of members (for example, those who have died, been incarcerated, or moved out-of-state).

14.3 Enrollment

14.3.1 The MCO shall accept members who choose to enroll in the MCO:

- 14.3.1.1 During the initial enrollment period;
- 14.3.1.2 During an annual enrollment period; or
- 14.3.1.3 If the member requests to be assigned to the same plan in which another family member is currently enrolled.

14.3.2 The MCO shall accept for automatic re-enrollment members who were disenrolled due to a loss of Medicaid eligibility for a period of two (2) months or less.

14.3.3 The MCO shall accept members who have been auto-assigned by DHHS to the MCO.

14.3.4 The MCO shall accept members who are auto-assigned to another MCO but have an established relationship with a primary care provider that is not in the network of the auto-assigned MCO. The member can request enrollment any time during the first twelve (12) months of auto-assignment.

14.4 Auto-Assignment

14.4.1 DHHS will use the following auto-assignment methodology in the first year of the program:

14.4.1.1 DHHS will review fee for service claims data to determine if the member had a usual provider of primary care services. If that provider is only under contract with a single MCO, the member will be assigned to that MCO, if the provider is under contract with more than one MCO or no usual source of primary care can be determined the following algorithm will be used, the MCO with the highest technical score will be assigned 50% of the auto-assigned members. The sample algorithm is outlined below:

14.4.1.1.1 The MCO with the highest technical score will be assigned the first member

14.4.1.1.2 The MCO with the second highest technical score will be assigned the next member

14.4.1.1.3 The MCO with the highest technical score will be assigned the next member

14.4.1.1.4 The MCO with the third highest technical score will be assigned the next member

14.4.1.2 The algorithm will be used until all members are assigned.

14.4.2 DHHS reserves the right to change the auto assignment process at its discretion.

14.4.3 DHHS may also revise its auto-assignment methodology during the Contract Period for new Medicaid Members who do not select an MCO (Default Members). The new assignment methodology would reward those MCOs that demonstrate superior performance and/or improvement on one or more key dimensions of performance. In establishing assignment methodology, DHHS will employ a subset of the quality performance indicators. At present, DHHS intends to recognize those MCOs that perform favorably on selected performance indicators by disproportionately assigning Default Members to that MCO.

14.5 Disenrollment

14.5.1 Disenrollment provisions apply to all members, regardless of whether the member is mandatory or voluntary [42 CFR 438.56(a); SMD letter 01/21/98].

14.5.2 A member may request disenrollment with cause at any time when:

14.5.2.1 The member moves out of state

14.5.2.2 The member needs related services to be performed at the same time; not all related services are available within the network; and

receiving the services separately would subject the member to unnecessary risk

14.5.2.3 Other reasons, including but not limited to, lack of access to services covered under the Agreement, violation of rights, or lack of access to providers experienced in dealing with the member's health care needs [42 CFR 438.56(d)(2)]

14.5.3 Without cause, at the following times:

14.5.3.1 During the ninety (90) days following the date of the member's initial enrollment with the MCO or the date that DHHS (or its agent) sends the member notice of the enrollment, whichever is later

14.5.3.2 For members who are auto-assigned to a MCO and who have an established relationship with a primary care provider that is only in the network of a non-assigned MCO, the member can request disenrollment during the first twelve (12) months of enrollment at any time

14.5.3.3 Any time for members who enroll on a voluntary basis

14.5.3.4 During open enrollment every twelve (12) months

14.5.3.5 For sixty (60) calendar days following an automatic reenrollment if the temporary loss of Medicaid eligibility has caused the member to miss the annual enrollment/disenrollment opportunity (This provision applies to re-determinations only and does not apply when a member is completing a new application for Medicaid eligibility)

14.5.3.6 When DHHS imposes the intermediate sanction on the MCO specified in 42 CFR 438.702(a)(3) [§1932(a)(4)(A) of the SSA; §1932(e)(2)(C) of the SSA; 42 CFR 438.56(c)(1); 438.56(c)(2)(i), (ii), (iii), and (iv); 42 CFR 438.702(a)(3); SMD letter 02/20/98; SMD letter 01/21/98]

14.5.4 The MCO shall provide members and their representatives with written notice of disenrollment rights at least sixty (60) calendar days before the start of each re-enrollment period.

14.5.5 If a member is requesting disenrollment, the member (or his or her representative) shall submit an oral or written request to DHHS or its agent.

14.5.6 The MCO shall furnish all relevant information to DHHS for its determination regarding disenrollment, within three (3) business days after receipt of DHHS' request for information.

14.5.7 The MCO shall submit involuntary disenrollment requests to DHHS with proper documentation for the following reasons [42 CFR 438.56(b)(1); SMM 2090.12]:

14.5.7.1 Member has established out of state residence;

14.5.7.2 Member death;

14.5.7.3 Determination that the member is ineligible for enrollment based on the criteria specified in this Agreement regarding excluded populations; or

14.5.7.4 Fraudulent use of the member ID card

14.5.8 The MCO shall not request disenrollment of a member for any reason not permitted in this Agreement [42 CFR 438.56(b)(3)].

14.5.9 The MCO shall not request disenrollment because of an adverse change in the member's health status, or because of the member's utilization of medical services, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs (except when his or her continued enrollment in the MCO seriously impairs the entity's ability to furnish services to either this particular member or other members) or abuse of substances, prescribed or illicit, and any legal consequences resulting from substance abuse. [42 CFR 438.56(b)(2)].

14.5.10 The MCO may request disenrollment in the event of threatening or abusive behavior that jeopardizes the health or safety of members, staff, or providers.

14.5.11 If an MCO is requesting disenrollment of a member, the MCO shall:

14.5.11.1 Specify the reasons for the requested disenrollment of the member

14.5.11.2 Submit a request for involuntary disenrollment to DHHS (or its agent) along with documentation and justification, for review and approval

14.5.12 Regardless of the reason for disenrollment, the effective date of an approved disenrollment shall be no later than the first day of the second month following the month in which the member or the MCO files the request. If DHHS fails to make a disenrollment determination within this specified timeframe, the disenrollment is considered approved [42 CFR 438.56(e)(1) and (2); 42 CFR 438.56(d)(3)(ii); SMM 2090.6; SMM 2090.11].

14.5.13 DHHS (or its agent) shall provide for automatic re-enrollment of a member who is disenrolled solely because he or she loses Medicaid eligibility for a period of two (2) months or less [42 CFR 438.56(g)].

15 Member Services

15.1 Member Information

15.1.1 The MCO shall maintain a Member Services Department to assist members and their family members, guardians or other authorized individuals in obtaining covered services under the Care Management program.

15.1.2 The MCO shall have in place a mechanism to help members and potential members understand the requirement and benefits of the plan [42 CFR 438.10(b)(3)].

15.1.3 The MCO shall make a welcome call to each new member within thirty (30) days of the member's enrollment in the MCO. A minimum of three (3) attempts should be made at various times of the day. The welcome call shall at a minimum:

15.1.3.1 Confirm the member's Primary Care Physician (PCP) selection;

15.1.3.2 Include a brief health risk assessment;

15.1.3.3 Screen for special needs and /or services of the member; and

15.1.3.4 Answer any other member questions about the MCO and ensure that members can access information in their preferred language.

15.1.4 The MCO shall send a letter to a member upon initial enrollment, and anytime the member requests a new Primary Care Physician (PCP), confirming the member's PCP and providing the PCP's name address and telephone number.

15.1.5 The MCO shall issue an Identification Card (ID Card) to all new members within ten (10) calendar days following the MCO's receipt of a valid enrollment file from DHHS, but no later than seven (7) calendar days after the effective date of enrollment. The ID Card shall include, but is not limited to, the following information and any additional information shall be approved by DHHS prior to use on the ID card:

- 15.1.5.1 The member's name;
- 15.1.5.2 The member's date of birth;
- 15.1.5.3 The member's Medicaid program number;
- 15.1.5.4 The effective date of the PCP assignment;
- 15.1.5.5 The name of the MCO; and
- 15.1.5.6 The 24 hour, 7 day a week toll-free Member Services telephone/hotline number operated by the MCO.

15.1.6 The MCO shall reissue a Member ID card if:

- 15.1.6.1 A member reports a lost card;
- 15.1.6.2 A member has a name change;
- 15.1.6.3 Any other reason that results in a change to the information disclosed on the ID card.

15.1.7 The MCO shall publish member information in the form of a member handbook available at the time of member enrollment in the plan.

15.1.8 The MCO shall provide program content that is coordinated and collaborative with other DHHS initiatives.

15.1.9 The MCO shall submit the member handbook to DHHS for approval at the time it is developed and after any substantive revisions, prior to publication and distribution. The MCO shall develop and submit to DHHS the draft member handbook for approval thirty (30) days after contract effective date or ninety (90) calendar days prior to the Program start date for Step 1, whichever is later.

15.1.10 Pursuant to the requirements set forth in 42 CFR 438.10, the Member Handbook shall include, in easily understood language, but not be limited to:

- 15.1.10.1 A table of contents;
- 15.1.10.2 Information about the role of the primary care provider (PCP);
- 15.1.10.3 Information about choosing a PCP;
- 15.1.10.4 Appointment procedures;
- 15.1.10.5 Information on benefits and services, including a description of all available benefits and services;
- 15.1.10.6 Information on how to access services, including EPSDT services, non-emergency transportation services, and maternity and family planning services;
- 15.1.10.7 An explanation of any service limitations or exclusions from coverage;

15.1.10.8 A notice stating that the MCO shall be liable only for those services authorized by or required of the health plan;
15.1.10.9 Information on where and how members may access benefits not available from or not covered by the MCO;
15.1.10.10 The Medical Necessity definition used in determining whether services will be covered;
15.1.10.11 A description of all pre-certification, prior authorization, or other requirements for treatments and services;
15.1.10.12 The policy on referrals for specialty care and for other covered services not furnished by the member's PCP;
15.1.10.13 Information on how to obtain services when the member is out of the State and for after-hours coverage;
15.1.10.14 Cost-sharing requirements;
15.1.10.15 Notice of all appropriate mailing addresses and telephone numbers to be utilized by members seeking information or authorization, including an inclusion of the MCO's toll-free telephone line and website;
15.1.10.16 A description of Utilization Review policies and procedures used by the MCO;
15.1.10.17 A description of member rights and responsibilities ;
15.1.10.18 The policies and procedures for disenrollment;
15.1.10.19 Information on Advance Directives;
15.1.10.20 A statement that additional information, including information on the structure and operation of the MCO plan and provider incentive plans, shall be made available upon request;
15.1.10.21 Member rights and protections;
15.1.10.22 Information on the Grievance System in a DHHS-approved description, including information specified in 42 CFR 438.10(g)(1); and
15.1.10.23 Member's right to a second opinion from a qualified health care professional within the network, or one outside the network arranged by the MCO at no cost to the member. [42 CFR 438.206(b)(3)].

15.1.11 The MCO shall produce a revised member handbook, or an insert informing members of changes to covered services, upon DHHS notification of any change in covered services, and at least thirty (30) calendar days prior to the effective date of such change. In addition to changes to documentation, the MCO shall notify all existing members of the covered services changes at least thirty (30) calendar days prior to the effective date of such changes.

15.1.12 The MCO shall mail the handbook to new members within ten (10) calendar days following the MCO's receipt of a valid enrollment file from DHHS, but no later than seven (7) calendar days after the effective date of enrollment. [42 CFR 438.10(f)(3)]

15.1.13 The MCO shall notify all enrollees of their disenrollment rights, at a minimum, annually. [42 CFR 438.10 (f)(1)]

15.1.14 The MCO shall notify all enrollees, at least once a year, of their right to obtain a Member Handbook and shall maintain consistent and up-to-date information on the plan's website. [42 CFR 438.10(f)(2)]

15.1.15 The member information appearing on the website shall include the following, at a minimum:

15.1.15.1 Information contained in the Member Handbook

15.1.15.2 The following information on the MCO's provider network:

15.1.15.2.1 Names, locations, office hours, telephone numbers of, and non-English languages spoken by current contracted providers, including identification of providers that are not accepting new patients. This shall include, at a minimum; information on PCPs, specialists, Family Planning Providers, dentists, pharmacies, Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs), Mental Health and Substance Abuse Providers, and hospitals.

15.1.15.2.2 Any restrictions on the member's freedom of choice among network providers

15.1.16 For any change that affects member rights, filing requirements, time frames for grievances, appeals, and State fair hearing, availability of assistance in submitting grievances and appeals, and toll-free numbers of the MCO grievance system resources, the MCO shall give each member written notice of the change at least thirty (30) days before the intended effective date of the change.

15.1.17 The MCO shall submit a copy of all information intended for members to DHHS for approval two (2) weeks prior to distribution.

15.2 Language and Format of Member Information

15.2.1 The MCO shall develop all member materials at or below a sixth (6th) grade reading level, as measured by the appropriate score on the Flesch reading ease test.

15.2.2 The MCO shall provide all enrollment notices, information materials, and instructional materials relating to members and potential members in a manner and format that may be easily understood [42 CFR 438.10(b)(1) / SMD Letter 2/20/98].

15.2.3 The MCO's written materials shall be developed to meet all applicable Cultural Considerations requirements in Section 16 so that they are communicated in an easily understood language and format, including alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example, are visually limited or have limited reading proficiency. The MCO shall inform members that information is available in alternative formats and how to access those formats [42 CFR 438.10(d)(1)(i); 42CFR 438.10(d)(1)(ii) and (2)].

15.2.4 The MCO shall make all written member information available in English, Spanish, and the commonly encountered languages of New Hampshire. The

MCO shall also make oral interpretation services available free of charge to each member or potential member. This applies to all non-English languages, not just those that DHHS identifies as languages of other Major Population Groups. The beneficiary shall not to be charged for interpretation services. The MCO shall notify members that oral interpretation is available for any language and written information is available in prevalent languages and how to access those services [42 CFR 438.10(c)(3), (4), and (5)].

15.3 Member Rights

15.3.1 The MCO shall have written policies which shall be included in the member handbook and posted on the MCO website regarding member rights [42 CFR 438.100] including:

15.3.1.1 Each managed care member is guaranteed the right to be treated with respect and with due consideration for his or her dignity and privacy;

15.3.1.2 Each managed care member is guaranteed the right to receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand;

15.3.1.3 Each managed care member is guaranteed the right to participate in decisions regarding his/her health care, including the right to refuse treatment;

15.3.1.4 Each managed care member is guaranteed the right to be free from any form of restrain or seclusion used as a means of coercion, discipline, convenience, or retaliation;

15.3.1.5 Each managed care member is guaranteed the right to request and receive a copy of his/her medical records, and to request that they be amended or corrected, as specified in 45 CFR part 164 42 CFR 438.100; and

15.3.1.6 Each managed care member has a right to a second opinion. [42 CFR 438.206].

15.3.2 Each member is free to exercise his/her rights, and that the MCO shall assure that the exercise of those rights shall not adversely affect the way the MCO and its providers or DHHS treat the member [42 CFR 438.100(c)].

15.4 Member Call Center

15.4.1 The MCO shall operate a New Hampshire specific call center to handle member inquiries.

15.4.2 At a minimum, the call center shall be operational:

15.4.2.1 Two days per week: 8:00 am EST to 5:00 pm EST

15.4.2.2 Three days per week: 8:00 am EST to 8:00 pm EST

15.4.3 The member call center shall meet the following minimum standards, but DHHS reserves the right to modify standards:

15.4.3.1 Call Abandonment Rate: Fewer than five percent (5%) of calls will be abandoned

15.4.3.2 Average Speed of Answer: Ninety percent (90%) of calls will be answered with live voice within thirty (30) seconds

15.4.3.3 Voicemail messages shall be responded to no later than the next business day

15.4.4 The MCO shall develop a means of coordinating its call center with the DHHS Medicaid member services call center.

15.4.5 The MCO shall develop a warm transfer protocol for members who may call the incorrect call center to speak to the correct representative and provide monthly reports to DHHS on the number of warm transfers made and the program to which the member was transferred.

15.5 Member Information Line

15.5.1 The MCO shall establish a member hotline that shall be an automated system that operates outside of the call center standard hours, Monday through Friday, and at all hours on weekends and holidays.

15.5.2 The automated system shall provide callers with operating instructions on what to do and who to call in case of an emergency, and shall also include, at a minimum, a voice mailbox for callers to leave messages.

15.5.3 The MCO shall ensure that the voice mailbox has adequate capacity to receive all messages.

15.5.4 A representative of the MCO shall return messages no later than the next business day.

15.6 Marketing

15.6.1 The MCO shall not, directly or indirectly, conduct door-to-door, telephonic, or other cold call marketing to potential members [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101].

15.6.2 The MCO shall submit all MCO marketing material to DHHS for approval before distribution [§1932(d)(2)(A)(1) of the SSA; 42 CFR 438.104(b)(1)(i); SMD letter 12/30/97]. DHHS will identify any required changes to the marketing materials within fifteen (15) Business Days. If DHHS has not responded to a request for review by the fifteenth (15th) Business Day, the MCO may proceed to use the submitted materials.

15.6.3 The MCO shall comply with federal requirements for provision of information that ensures the potential member is provided with accurate oral and written information sufficient to make an informed decision on whether or not to enroll.

15.6.4 The MCO marketing materials shall not contain false or materially misleading information.

15.6.5 The MCO shall not offer other insurance products as inducement to enroll.

15.6.6 The MCO shall ensure that marketing, including plans and materials, is accurate and does not mislead, confuse, or defraud the recipients of DHHS [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR

438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101].

15.6.7 The MCO's marketing materials shall not contain any written or oral assertions or statements that:

15.6.7.1 The recipient must enroll in the MCO in order to obtain benefits or in order not to lose benefits

15.6.7.2 That the MCO is endorsed by CMS, the Federal or State government, or similar entity [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101]

15.6.8 The MCO shall distribute marketing materials to the entire state in accordance with the MCO's approved Communication Plan and in compliance with §1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1 and SMM 2101.

15.6.9 The MCO's marketing materials shall not seek to influence enrollment in conjunction with the sale or offering of any private insurance [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101].

15.7 Member Engagement Strategy

15.7.1 The MCO shall develop and facilitate an active member advisory board that is composed of members who represent its member population. Representation on the consumer advisory board shall draw from and be reflective of the MCO membership to ensure accurate and timely feedback on the care management program. The advisory board shall meet at least quarterly. The advisory board shall meet in-person and provide a member perspective to influence the MCO's quality improvement program, program changes and decisions. All costs related to the member advisory board shall be the responsibility of the MCO.

15.7.2 The MCO shall hold in-person regional member meetings for two-way communication where members can provide input and ask questions and the MCO can ask questions and obtain feedback from members. Regional meetings shall be held at least twice each Agreement year. The MCO shall make efforts to provide video conferencing opportunities for members to attend the regional meetings.

15.7.3 The MCO shall conduct a member satisfaction survey at least annually in accordance with National Committee for Quality Assurance (NCQA) Consumer Assessment of Health Plan Survey (CAHPS) requirements to gain a broader perspective of member opinions. The MCO survey instrument is

subject to DHHS approval. The results of these surveys shall be made available to DHHS to be measured against criteria established by DHHS, and to the MCO's membership [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208; 42 CFR 422.210; 42 CFR 438.10(f)(6); 42 CFR 438.10(g); 42 CFR 438.6(h)].

15.8 Provider Directory

15.8.1 The MCO shall publish a Provider Directory that shall be approved by DHHS prior to publication and distribution. The MCO shall submit the draft directory and all substantive changes to DHHS for approval.

15.8.2 The Provider Directory shall include names, locations, office hours, and telephone numbers of, and non-English language spoken by, current contracted providers. This shall include, at a minimum; information on PCPs, specialists, Family Planning Providers, dentists, pharmacies, Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs), Mental Health and Substance Abuse Providers, and hospitals.

15.8.3 The Provider Directory shall provide all information according to the requirements of 42 CFR 438.10(f)(5) and 42 CFR 438.10(f)(6).

15.8.4 The MCO shall send a letter to new members within ten (10) calendar days following the MCO's receipt of a valid enrollment file from DHHS, but no later than seven (7) calendar days after the effective date of enrollment directing the member to the Provider Directory on the MCO's website and informing the member of the right to a printed version of provider directory information upon request. [42 CFR 438.10(f)(3)]

15.8.5 The MCO shall notify all members, at least once a year, of their right to obtain a Provider Directory and shall maintain consistent and up-to-date information on the plan's website. [42 CFR 438.10(f)(2)]

15.8.6 The MCO shall post on its website a searchable list of all contracted providers. At a minimum, this list shall be searchable by provider name, specialty, and location.

15.8.7 Thirty (30) days after contract effective date or ninety (90) calendar days prior to the Program start date, whichever is later, the MCO shall develop and submit the draft Provider Directory template to DHHS for approval and sixty (60) calendar days prior to the Program start date the MCO shall submit the final provider directory.

15.9 Program Website

15.9.1 The MCO shall develop and maintain, consistent with DHHS standards and other applicable Federal and State laws, a website to provide general information about the MCO's program, its provider network, the member handbook, its member services, and its grievance and appeals process.

15.9.2 The MCO shall update the Provider Directory on its website within seven (7) calendar days of any changes.

15.9.3 The MCO shall maintain an updated list of participating providers on its website in a Provider Directory. The directory shall be updated monthly, as new providers are added or removed from the network. The Provider

Directory shall identify all providers, including primary care, specialty care, behavioral health, substance abuse, home health, home care, rehabilitation, hospital, and other providers, and include the following information for each provider:

15.9.3.1 Address of all practice/facility locations;
15.9.3.2 Hospital affiliations, if applicable;
15.9.3.3 Open/close status for MCO members;
15.9.3.4 Languages spoken in each provider location;
15.9.3.5 Medical Specialty; and
15.9.3.6 Board certification, when applicable.

15.9.4 The MCO program content included on the website shall be:

15.9.4.1 Written in English, Spanish, and any other of the commonly encountered languages in the State;
15.9.4.2 Culturally appropriate;
15.9.4.3 Written for understanding at the 6th grade reading level; and
15.9.4.4 Geared to the health needs of the enrolled MCO program population.

15.9.5 The MCO's NH Medicaid Care management website shall be compliant with the Federal Department of Justice "Accessibility of State and Local Government Websites to people with disabilities".

16 Cultural Considerations

16.1.1 In accordance with 42 CFR 438.206, the MCO shall have a comprehensive written Cultural Competency Plan describing how the MCO shall ensure that services are provided in a culturally competent manner to all Medicaid members, including those with limited English proficiency. The Cultural Competency Plan shall describe how the providers, individuals, and systems within the health plan will effectively provide services to people of all cultures, races, ethnic backgrounds, and religions in a manner that recognizes values, affirms and respects the worth of the individual members, and protects and preserves the dignity of each. The MCO shall work with DHHS Office of Minority Heath & Refugee affairs and the New Hampshire Medical Society to address cultural considerations as defined in the section.

16.1.2 The MCO shall participate in efforts to promote the delivery of services in a culturally competent manner to all members and their families, including those with limited English proficiency and diverse cultural and ethnic backgrounds. [42 CFR 438.206(c)(2)]

16.1.3 The MCO shall develop appropriate methods of communicating and working with its members who do not speak English as a first language, as well as members who are visually and hearing impaired, and accommodating members with physical and cognitive disabilities and different literacy levels, learning styles, and capabilities.

16.1.4 The MCO shall develop appropriate methods for identifying and tracking members' needs for communication assistance for health encounters including

preferred spoken language for health encounters, need for interpreter, and preferred language for written health information.

16.1.5 The MCO shall collect data regarding member's race, ethnicity, and spoken and written language in accordance with the current best practice standards from the Office of Management and Budget and/or the 2011 final standards for data collection as required by Section 4302 of the Affordable Care Act from the federal Department of Health and Human Services.

16.1.6 The MCO shall not use children to provide interpretation services.

16.1.7 If the member declines offered free interpretation services, there must be a process in place for informing the member of the potential consequences of declination with the assistance of a competent interpreter to assure the member's understanding, as well as a process to document the member's declination. Interpreter services must be re-offered at every new contact. Every declination requires new documentation of the offer and decline.

16.1.8 The MCO shall respect members whose lifestyle or customs may differ from those of the majority of members.

16.1.9 The MCO shall ensure in-person or telephonic interpreter services are available to any member who requests them, regardless of the prevalence of the member's language within the overall program for all health plan and MCO services exclusive of inpatient services.

16.1.10 The MCO shall bear the cost of interpretive services, including American Sign Language (ASL) interpreters and translation into Braille materials available to hearing- and vision-impaired members.

16.1.11 The Member Handbook shall include information on the availability of oral and interpretive services.

16.1.12 The MCO shall communicate in ways that can be understood by persons who are not literate in English or their native language. Accommodations may include the use of audio-visual presentations or other formats that can effectively convey information and its importance to the member's health and health care.

16.1.13 MCO shall comply with current National Standards on Cultural and Linguistically Appropriate Services (CLAS) as described below and the enhanced CLAS Standards when they become available:

16.1.13.1 The MCO shall ensure that members receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.

16.1.13.2 The MCO shall implement strategies to recruit, retain, and promote at all levels of the MCO a diverse staff and leadership that are representative of the demographic characteristics of the service area.

16.1.13.3 The MCO shall ensure that staff, at all levels and across all disciplines, receive ongoing education and training in culturally and linguistically appropriate service delivery.

16.1.13.4 The MCO shall offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each member with limited English proficiency at all points of contact, in a timely manner, during all hours of operation.

16.1.13.5 The MCO shall provide to members, in their preferred language, both verbal offers and written notices informing them of their right to receive language assistance services.

16.1.13.6 The MCO shall assure the competence of language assistance provided by interpreters and bilingual staff to members who have limited English proficiency. Family and friends should not be used to provide interpretation services (except on request by the member).

16.1.13.7 The MCO shall make available easily understood member-related materials and post signage in the commonly encountered languages spoken in New Hampshire.

16.1.13.8 The MCO shall develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

16.1.13.9 The MCO shall conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

16.1.13.10 The MCO shall ensure that data on the individual member's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

16.1.13.11 The MCO shall maintain a current demographic, cultural, and epidemiological profile of the community, as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

16.1.13.12 The MCO shall develop participatory, collaborative partnerships that utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

16.1.13.13 The MCO shall ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by members.

16.1.13.14 The MCO is encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in NH communities about the availability of this information.

17 Grievances and Appeals

17.1 General Requirements

17.1.1 The MCO shall develop, implement and maintain a Grievance System under which Medicaid members, or providers acting on their behalf, may challenge the denial of coverage of, or payment for, medical assistance and which includes a grievance process, an appeal process, and access to the State's fair hearing system. The MCO shall ensure that the Grievance System is in compliance with 42 CFR 438 Subpart F, and N.H. Code of Administrative Rules, Chapter He-C 200 Rules of Practice and Procedure.

17.1.2 The MCO shall provide to DHHS a complete description, in writing and including all of its policies, procedures, notices and forms, of its proposed Grievance System for DHHS' review and approval prior to the first readiness review. Any proposed changes to the Grievance System must be approved by DHHS prior to implementation.

17.1.3 The Grievance System shall be responsive to any grievance or appeal of dual-eligible members. To the extent such grievance or appeal is related to a Medicaid service, the MCO shall handle the grievance or appeal in accord with this Agreement. In the event the MCO, after review, determines that the dual-eligible members grievance or appeal is solely related to a Medicare service, the MCO shall refer the member to the State's SHIP program, which is currently administered by Service Link Aging and Disability Resource Center.

17.1.4 The MCO shall be responsible for ensuring that the Grievance System (grievance process, appeal process, and access to the State's fair hearing system) complies with the following general requirements. The MCO must:

- 17.1.4.1 Give members any reasonable assistance in completing forms and other procedural steps. This includes, but is not limited to providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
- 17.1.4.2 Acknowledge receipt of each grievance and appeal.
- 17.1.4.3 Ensure that decision makers on grievances and appeals were not involved in previous levels of review or decision making; and
  - 17.1.4.3.1 If deciding any of the following, the decision makers are health care professionals with clinical expertise in treating the member's condition or disease:
    - 17.1.4.3.2 An appeal of a denial based on lack of medical necessity;
    - 17.1.4.3.3 A grievance regarding denial of expedited resolutions of an appeal; or
    - 17.1.4.3.4 A grievance or appeal that involves clinical issues.

17.1.5 The MCO shall send written notice to members and providers of any changes to the Grievance System at least thirty (30) calendar days prior to implementation.

17.1.6 The MCO shall provide information as specified in 42 CFR § 438.10(g)(1) about the Grievance System to providers and subcontractors at the time they enter into a contact or subcontract. The information shall include, but is not limited to:

- 17.1.6.1 The member's right (or provider acting on their behalf) to a State fair hearing, how to obtain a hearing, and the rules that govern representation at a hearing;
- 17.1.6.2 The member's right to file grievances and appeals and their requirements and timeframes for filing;
- 17.1.6.3 The availability of assistance with filing;
- 17.1.6.4 The toll-free numbers to file oral grievances and appeals;
- 17.1.6.5 The member's right to request continuation of benefits during an appeal or State fair hearing filing and, if the MCO's action is upheld in a hearing, that the member may be liable for the cost of any continued benefits; and
- 17.1.6.6 Any State-determined provider appeal rights to challenge the failure of the MCO to cover a service.

17.1.7 The MCO shall make available training to providers in supporting and assisting members in the Grievance System.

17.1.8 The MCO shall maintain records of grievances and appeals, including all matters handled by delegated entities, for a period not less than seven (7) years. At a minimum, such records shall include a general description of the reason for the grievance or appeal, the name of the member, the dates of the grievance or appeal, and the date of resolution.

17.1.9 The MCO shall provide a report of all actions, grievances, and appeals, including all matters handled by delegated entities, to DHHS on a quarterly basis.

17.1.10 The MCO shall review Grievance System information as part of the State quality strategy and in accord with this Agreement and 42 CFR 438.204. The MCO shall make such information available to the State upon request.

17.2 Grievance Process

17.2.1 The MCO shall develop, implement, and maintain a grievance process that establishes the procedure for addressing member grievances and which is in compliance with 42 CFR 438 Subpart F and this Agreement.

17.2.2 The grievance process shall address member's expression of dissatisfaction with any aspect of their care other than the appeal of actions. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights.

17.2.3 Members who believe that their rights established by RSA 135-C:56-57 or He-M 309 have been violated, may file a complaint with the MCO in accordance with He-M 204.

17.2.4 The MCO shall have policies and procedures addressing the grievance process, which comply with the requirements of this Agreement. The MCO shall submit in advance to DHHS for its review and approval, all grievance process policies and procedures and related notices to members regarding the grievance process. Any proposed changes to the grievance process must be approved by DHHS prior to implementation.

17.2.5 The MCO shall allow a member or the member's authorized representative to file a grievance with the MCO either orally or in writing.

17.2.6 The MCO shall complete the disposition of a grievance and provide notice to the affected parties as expeditiously as the member's health condition requires, but not later than forty-five (45) calendar days from the day the MCO receives the grievance.

17.2.7 The MCO shall notify members of the disposition of grievances. The notification may be orally or in writing for grievances not involving clinical issues. Notices of disposition for clinical issues must be in writing.

17.2.8 Members shall not have the right to a State fair hearing in regard to the disposition of a grievance.

17.3 Appeal Process

17.3.1 The MCO shall develop, implement, and maintain an appeal process that establishes the procedure for addressing member requests for review of any action taken by the MCO and which is in compliance with 42 CFR 438 Subpart F and this Agreement.

17.3.2 The MCO shall allow a member, the member's authorized representative, or a provider acting on behalf of the member and with the member's written consent, to file an appeal of any MCO action.

17.3.3 The MCO shall include as parties to the appeal, the member and the member's authorized representative, or the legal representative of the deceased member's estate.

17.3.4 For appeals of standard service authorization decisions, the MCO shall allow a member to file an appeal, either orally or in writing, within thirty (30) calendar days of the date on the MCO's notice of action. This shall also apply to a member's request for an expedited appeal.

17.3.5 The MCO shall ensure that oral inquires seeking to appeal an action are treated as appeals and confirm those inquires in writing, unless the member or the provider requests expedited resolution. An oral request for an appeal must be followed by a written and signed appeal request unless the request is for an expedited resolution.

17.3.6 If DHHS receives a request to appeal an action of the MCO, DHHS will forward relevant information to the MCO and the MCO will contact the member and acknowledge receipt of the appeal.

17.3.7 The MCO shall ensure that any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less

than requested, must be made by a health care professional who has appropriate clinical expertise in treating the member's condition or disease.

17.3.8 The MCO shall allow the member a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing. The MCO shall inform the member of the limited time available for this in the case of expedited resolution.

17.3.9 The MCO shall provide the member and the member's representative opportunity, before and during the appeals process, to examine the member's case file, including medical records, and any other documents and records considered during the appeal process.

17.3.10 The MCO shall resolve at least ninety-eight percent (98%) of member appeals within 30 calendar days from the date the appeal was filed with the MCO

17.4 Actions

17.4.1 The MCO shall allow for the appeal of any action taken by the MCO. Actions shall include, but are not limited to the following:

17.4.1.1 Denial or limited authorization of a requested service, including the type or level of service;

17.4.1.2 Reduction, suspension, or termination of a previously authorized service;

17.4.1.3 Denial, in whole or in part, of payment for a service;

17.4.1.4 Failure to provide services in a timely manner, as defined by the State;

17.4.1.5 Untimely service authorizations;

17.4.1.6 Failure of the MCO to act within the timeframes set forth in this Agreement or as required under 42 CFR 438 Subpart F and this Agreement; and

17.4.1.7 At such times, if any, that DHHS has an Agreement with fewer than two (2) MCOs, for a rural area resident with only one MCO, the denial of a member's request to obtain services outside the network, in accord with 42 CFR 438.52(b)(2)(ii).

17.5 Expedited Appeal

17.5.1 The MCO shall develop, implement, and maintain an expedited appeal review process for appeals when the MCO determines, as the result of a request from the member, or a provider request on the member's behalf or supporting the member's request, that taking the time for a standard resolution could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function.

17.5.1.1 The MCO shall make a decision on the member's request for expedited appeal and provide notice, as expeditiously as the member's health condition requires, within three (3) calendar days after the MCO receives the appeal. The MCO shall also make reasonable efforts to provide oral notice.

17.5.1.2 The MCO shall ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's appeal.

17.5.1.3 If the MCO denies a request for expedited resolution of an appeal, it shall transfer the appeal to the timeframe for standard resolution and make reasonable efforts to give the member prompt oral notice of the denial, and follow up within two (2) calendar days with a written notice.

17.5.1.4 The member has a right to file a grievance regarding the MCOs denial of a request for expedited resolution. The MCO shall inform the member of his/her right to file a grievance in the notice of denial.

17.6 Content of Notices

17.6.1 The MCO shall notify the requesting provider, and give the member written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. Such notice must meet the requirements of 42 CFR 438.404, except that the notice to the provider need not be in writing.

17.6.2 Each notice of adverse action shall conform with 42 CFR 431.210, contain and explain:

17.6.2.1 The action the MCO or its subcontractor has taken or intends to take;

17.6.2.2 The reasons for the action;

17.6.2.3 The member's or the provider's right to file an appeal;

17.6.2.4 Procedures for exercising member's rights to appeal or grieve;

17.6.2.5 Circumstances under which expedited resolution is available and how to request it;

17.6.2.6 The member's rights to have benefits continue pending the resolution of the appeal, how to request that benefits be continued, and the circumstances under which the member may be required to pay the costs of these continued benefits.

17.6.3 The MCO shall ensure that all notices of adverse action be in writing and must meet the following language and format requirements:

17.6.3.1 Written notice must be translated for the individuals who speak one of the commonly encountered languages spoken in New Hampshire (as defined by the State per 42 CFR 438.10(c)).

17.6.3.2 Notice must include language clarifying that oral interpretation is available for all languages and how to access it.

17.6.3.3 Notices must use easily understood language and format, and must be available in alternative formats, and in an appropriate manner that takes into consideration those with special needs. All members and potential members must be informed that information is available in alternative formats and how to access those formats.

17.7 Timing of Notices

17.7.1 Termination, suspension or reduction of services - The MCO shall provide members written notice at least ten (10) calendar days before the date of action when the action is a termination, suspension, or reduction of previously authorized Medicaid covered services, except the period of advance notice shall be five (5) calendar days in cases where the MCO has verified facts that the action should be taken because of probable fraud by the member.

17.7.2 Denial of payment - The MCO shall provide members written notice on the date of action when the action is a denial of payment.

17.7.3 Standard service authorization denial - The MCO shall provide members written notice as expeditiously as the member's health condition requires and not to exceed fourteen (14) calendar days following a request for initial and continuing authorizations of services, except an extension of up to an additional fourteen (14) calendar days is permissible, if:

17.7.3.1 The member or the provider requests the extension; or

17.7.3.2 The MCO justifies a need for additional information and how the extension is in the member's interest.

17.7.3.3 When the MCO extends the timeframe, the MCO must give the member written notice of the reason for the decision to extend the timeframe and inform the member of the right to file a grievance if he or she disagrees with that decision. Under such circumstance, the MCO must issue and carry out its determination as expeditiously as the member's health condition requires and no later than the date the extension expires.

17.7.4 Expedited process - For cases in which a provider indicates, or the MCO determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function, the MCO must make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later than three (3) business days after receipt of the request for service.

17.7.4.1 The MCO may extend the three (3) business days time period by up to fourteen (14) calendar days if the member requests an extension, or if the MCO justifies a need for additional information and how the extension is in the member's interest.

17.7.5 Untimely service authorizations - The MCO must provide notice on the date that the timeframes expire when service authorization decisions are not reached within the timeframes for either standard or expedited service authorizations.

17.8 Continuation of Benefits

17.8.1 The MCO shall continue the member's benefits if:

17.8.1.1 The appeal is filed timely, meaning on or before the later of the following:

17.8.1.1.1 Within 10 days of the MCO mailing the notice of action.
17.8.1.1.2 The intended effective date of the MCO's proposed action.
17.8.1.2 The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment;
17.8.1.3 The services was ordered by an authorized provider;
17.8.1.4 The authorization period has not expired; and
17.8.1.5 The member requests extension of benefits.

17.8.2 If the MCO continues or reinstates the member's benefits while the appeal is pending, the benefits must be continued until one of the following occurs:
17.8.2.1 The member withdraws the appeal.
17.8.2.2 The member does not request a State fair hearing within 10 days from when the MCO mails an adverse MCO decision.
17.8.2.3 A State fair hearing decision adverse to the member is made; or
17.8.2.4 The authorization expires or authorization service limits are met.

17.8.3 If the final resolution of the appeal upholds the MCO's action, the MCO may recover from the member the amount paid for the services provided to the member while the appeal was pending, to the extent that they were provided solely because of the requirement for continuation of services.

17.9 Resolution of Appeals

17.9.1 The MCO shall resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within the following timeframes:
17.9.1.1 For standard resolution of appeals and for appeals for termination, suspension, or reduction of previously authorized services a decision must be made within thirty (30) calendar days after receipt of the appeal, unless the MCO notifies the member that an extension is necessary to complete the appeal.
17.9.1.2 The MCO may extend the timeframes up to fourteen (14) calendar days if:
17.9.1.2.1 The member requests an extension; or
17.9.1.2.2 The MCO shows that there is a need for additional information and the MCO shows that the extension is in the member's best interest.
17.9.1.3 For expedited resolution of appeals, including notice to the affected parties, the MCO shall resolve within three (3) calendar days after the MCO receives the appeal. This timeframe may not be extended.
17.9.1.4 Under no circumstances may the MCO extend the appeal determination beyond forty-five (45) calendar days from the day the MCO receives the appeal request.

17.9.2 The MCO shall provide written notice of the resolution of the appeal, which shall include the date completed and reasons for the determination in easily, understood language.

17.9.3 The MCO shall include a written statement, in simple language, of the clinical rationale for the decision, including how the requesting provider or member may obtain the Utilization Management clinical review or decision-making criteria.

17.9.4 For notice of an expedited resolution, the MCO shall make reasonable efforts to provide oral notice.

17.9.5 For appeals not resolved wholly in favor of the member, the notice shall:

17.9.5.1 Include information on the member's right to request a State fair hearing,

17.9.5.2 How to request a State fair hearing,

17.9.5.3 Include information on the member's right to receive services while the hearing is pending and how to make the request, and

17.9.5.4 Inform the member that the member may be held liable for the amount the MCO pays for services received while the hearing is pending, if the hearing decision upholds the MCO's action.

17.10 State Fair Hearing

17.10.1 The MCO shall inform members and providers regarding the State fair hearing process, including but not limited to, members right to a State fair hearing and how to obtain a State fair hearing in accordance with it's informing requirements under this Agreement and as required under 42 CFR 438 Subpart F.

17.10.2 The MCO shall ensure that members are informed, at a minimum, of the following:

17.10.2.1 That members must exhaust all levels of resolution and appeal within the MCO's Grievance System prior to filing a request for a State fair hearing with DHHS.

17.10.2.2 That if a member does not agree with the MCO's resolution of the appeal, the member may file a request for a State fair hearing within thirty (30) calendar days of the date on the MCO's notice of the resolution of the appeal.

17.10.3 If the member requests a fair hearing, the MCO shall provide to DHHS and the member, upon request, and within three (3) business days, all MCO-held documentation related to the appeal, including but not limited to, any transcript(s), records, or written decision(s) from participating providers or delegated entities.

17.10.4 The MCO shall provide all necessary support to DHHS in the State fair hearing process and participate upon DHHS request in State fair hearing proceedings, including but not limited to providing supporting documentation, affidavits, and providing the Medical Director or other staff as appropriate and as requested by the State to testify at State fair hearings at no additional cost. In the event the State fair hearing decision is appealed, the MCO shall continue to provide all necessary support to DHHS for the duration of the appeal at no additional cost.

17.10.5 DHHS shall notify the MCO of State fair hearing determinations. The MCO shall be bound by the fair hearing determination, whether or not the State fair hearing determination upholds the MCO's decision.

17.11 Effect of Adverse Decisions of Appeals and Hearings

17.11.1 If the MCO or DHHS reverses a decision to deny, limit, or delay services that were not provided while the appeal or State fair hearing were pending, the MCO shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires.

17.11.2 If the MCO or DHHS reverses a decision to deny authorization of services, and the member received the disputed services while the appeal or State fair hearing were pending, the MCO shall pay for those services.

17.12 Survival

17.12.1 The obligations of the MCO pursuant to Section 17 to fully resolve all grievances and appeals including, but not limited to, providing DHHS with all necessary support and providing a Medical Director or similarly qualified staff to provide evidence and testify at proceedings until final resolution of any grievance or appeal shall survive the termination of this Agreement.

18 Access

18.1 Network

18.1.1 The MCO's network shall have providers in sufficient numbers, and with sufficient capacity and expertise for all covered services and for timely provision of services and reasonable choice by members to meet their needs.

18.1.2 The MCO shall submit documentation to DHHS to demonstrate that it maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area [42 CFR 438.207(b)]

18.1.3 At the time it enters into an Agreement with DHHS

- 18.1.3.1 At the second readiness review prior to the Program start date
- 18.1.3.2 Thirty (30) days prior to the beginning of each new Agreement year
- 18.1.3.3 At any time there has been a significant change (as defined by DHHS) in the entity's operations that would affect adequate capacity and services, including but not limited to:
  - 18.1.3.3.1 Changes in services, benefits, geographic service area, or payments
  - 18.1.3.3.2 Enrollment of a new population in the MCO [42 CFR 438.207(c)]

18.1.4 The MCO shall be subject to annual, external independent reviews of the timeliness of, and access to the services covered under this Agreement [42 CFR 438.204].

18.2 Geographic Distance

18.2.1 The MCO shall meet the following geographic access standards for all members, in addition to maintaining in its network a sufficient number of providers to provide all services to its members.

	Statewide
PCPs	Two (2) within forty (40) minutes or fifteen (15) miles
Specialists	One (1) within sixty (60) minutes or forty-five (45) miles
Hospitals	One (1) within sixty (60) minutes or forty-five (45) miles
Mental Health Providers	One (1) within forty-five (45) minutes or twenty-five (25) miles
Pharmacies	One (1) within forty-five (45) minutes or fifteen (15) miles
Tertiary or Specialized services (Trauma, Neonatal, etc.)	One within one hundred twenty (120) minutes or eighty (80) miles

NH Ins 2701.06 Standards for Geographic Accessibility

18.2.2 The MCO may request exceptions from these standards after demonstrating its efforts to create a sufficient network of providers to meet these standards. DHHS reserves the right at its discretion to approve or disapprove these requests, approval shall not be unreasonably withheld.

18.2.2.1 Should the MCO, after good faith negotiations, be unable to create a sufficient number of providers to meet the geographic and timely access to service delivery standards, and should the MCO be unable, after good faith negotiations with the help of DHHS, continue to be unable to meet geographic and timely access to service delivery standards, then for a period of up to 60 days after start date Section 32.7.1 shall not apply.

18.2.2.2 Except for the provisions of 18.2.2.1, should the MCO, after good faith negotiations, be unable to create a sufficient number of providers to meet the geographic and timely access to service delivery standards, and should the MCO be unable, after good faith negotiations with the help of DHHS, continue to be unable to meet geographic and timely access to service delivery standards

DHHS may, at its discretion, provide temporary exemption to the MCO from Section 32.7.1.

18.2.2.3 At any time the provisions of this section may apply, the MCO will work with DHHS to ensure that members have access to needed services.

18.2.3 The MCO shall ensure that an adequate number of participating physicians have admitting privileges at participating acute care hospitals in the provider network to ensure that necessary admissions can be made.

18.3 Timely Access to Service Delivery

18.3.1 The MCO shall make services available for members twenty-four (24) hours a day, seven (7) days a week, when medically necessary [42 CFR 438.206(c)(1)(iii)].

18.3.2 The MCO shall require that all network providers offer hours of operation that are no less than the hours of operation offered to commercial and FFS patients. [42 CFR 438.206(c)(1)(ii)].

18.3.3 The MCO shall encourage its PCPs to offer after-hours office care in the evenings and on weekends.

18.3.4 The MCO's network shall meet the following minimum timely access to service delivery standards [42 CFR 438.206(c)(1)(i)]

18.3.4.1 Health care services shall be made accessible on a timely basis in accordance with medically appropriate guidelines consistent with generally accepted standards of care.

18.3.4.2 The MCO shall have in its network the capacity to ensure that waiting times for appointments do not exceed the following:

18.3.4.2.1 Transitional healthcare by a provider shall be available from a primary, specialty, or approved community mental health provider for clinical assessment and care planning within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program.

18.3.4.2.2 Transitional home care shall be available with a home care nurse or a registered counselor within two (2) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program, if ordered by the member's primary care or specialty care provider or as part of the discharge plan.

18.3.4.2.3 Non-symptomatic (i.e., preventive care) office visits shall be available from the member's PCP or another provider within thirty (30) calendar days. A non-symptomatic office visit may include, but is not limited to, well/preventive care such as physical examinations,

annual gynecological examinations, or child and adult immunizations.

18.3.4.2.4 Non-urgent, symptomatic (i.e., routine care) office visits shall be available from the member's PCP or another provider within ten (10) calendar days. A non-urgent, symptomatic office visit is associated with the presentation of medical signs not requiring immediate attention.

18.3.4.2.5 Urgent, symptomatic office visits shall be available from the member's PCP or another provider within forty-eight (48) hours. An urgent, symptomatic visit is associated with the presentation of medical signs that require immediate attention, but are not life threatening and don't meet the definition of Emergency Medical Condition.

18.3.4.2.6 Emergency medical and psychiatric care shall be available twenty-four (24) hours per day, seven (7) days per week.

18.3.4.2.7 Behavioral health care shall be available as follows:

18.3.4.2.8 care within 6 hours for a non-life threatening emergency;

18.3.4.2.9 care within 48 hours for urgent care; or

18.3.4.2.10 an appointment within 10 business days for a routine office visit.

18.3.5 The MCO shall regularly monitor its network to determine compliance with timely access and shall provide a quarterly report to DHHS documenting its compliance with 42 CFR 438.206(c)(1)(iv) and (v).

18.3.6 The MCO shall develop a Corrective Action Plan if there is a failure to comply with timely access provisions in this Agreement in compliance with 42 CFR 438.206(c)(1)(vi).

18.4 Women's Health

18.4.1 The MCO shall provide female members with direct access to a women's health specialist within the network for covered services necessary to provide women's routine and preventive health care services. This is in addition to the member's designated source of primary care if that source is not a women's health specialist [42 CFR 438.206(b)(2)].

18.4.2 The MCO shall provide access to family planning services to members without the need for a referral or prior-authorization. Additionally, members shall be able to access these services by providers whether they are in or out of the MCO's network.

18.4.2.1 Family Planning Services shall include, but not be limited to, the following:

18.4.2.1.1 Consultation with trained personnel regarding family planning, contraceptive procedures, immunizations, and sexually transmitted diseases

18.4.2.1.2 Distribution of literature relating to family planning, contraceptive procedures, and sexually transmitted diseases

18.4.2.1.3 Provision of contraceptive procedures and contraceptive supplies by those qualified to do so under the laws of the State in which services are provided

18.4.2.1.4 Referral of members to physicians or health agencies for consultation, examination, tests, medical treatment and prescription for the purposes of family-planning, contraceptive procedures, and treatment of sexually transmitted diseases, as indicated

18.4.2.1.5 Immunization services where medically indicated and linked to sexually transmitted diseases including but not limited to Hepatitis B and chlamydia immunizations

18.4.2.2 Enrollment in the MCO shall not restrict the choice of the provider from whom the member may receive family planning services and supplies [42 CFR 431.51(b)(2)].

18.4.2.3 The MCO shall only provide for abortions in the following situations:

18.4.2.3.1 If the pregnancy is the result of an act of rape or incest; or

18.4.2.3.2 In the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed [42 CFR 441.202].

18.4.3 The MCO shall not provide abortions as a benefit, regardless or funding, for any reasons other than those identified in this Agreement [42 CFR 441.202].

18.5 Access to Special Services

18.5.1 The MCO shall ensure members have access to DHHS-designated Level I and Level II trauma centers within the State, or hospitals meeting the equivalent level of trauma care in the MCO's Service Area or in close proximity to such Service Area. The MCO shall have written out-of-network reimbursement arrangements with the DHHS-designated Level I and Level II trauma centers or hospitals meeting equivalent levels of trauma care if the MCO does not include such a trauma center in its network.

18.5.2 The MCO shall ensure accessibility to other specialty hospital services, including major burn care, organ transplantation, specialty pediatric care,

specialty out-patient centers for HIV/AIDS, sickle cell disease, hemophilia, and cranio-facial and congenital anomalies, and home health agencies, hospice programs, and licensed long term care facilities with Medicare-certified skilled nursing beds. To the extent that the above specialty services are available within New Hampshire, the plan shall not exclude New Hampshire providers from its network if the negotiated rates are commercially reasonable.

18.5.3 The MCO may offer such tertiary or specialized services at so-called "centers of excellence". The tertiary or specialized services shall be offered within the New England region, if available. The MCO shall not exclude New Hampshire providers of tertiary or specialized services from its network provided that the negotiated rates are commercially reasonable.

18.6 Out-of-Network Providers

18.6.1 If the MCO's network is unable to provide necessary medical services covered under the Agreement to a particular member, the MCO shall adequately and in a timely manner cover these services for the member through out-of-network sources [42 CFR 438.206(b)(4)]. The MCO shall inform the out-of-network provider that the member cannot be balance billed.

18.6.2 The MCO shall coordinate with out-of-network providers regarding payment. For payment to out-of-network, or non-participating providers, the following requirements apply:

18.6.2.1 If the MCO offers the service through an in-network provider(s), and the member chooses to access non-emergent services from an out-of-network provider, the MCO is not responsible for payment.

18.6.2.2 If the service is not available from an in-network provider and the member requires the service and is referred for treatment to an out-of-network provider, the payment amount is a matter between the MCO and the out-of-network provider.

18.6.3 The MCO shall ensure that cost to the member is no greater than it would be if the service were furnished within the network [42 CFR 438.206(b)(5)].

18.7 Second Opinion

18.7.1 The MCO shall provide for a second opinion from a qualified health care professional within the provider network, or arrange for the member to obtain one outside the network, at no greater cost to the member than allowed by DHHS [42 CFR 438.206(b)(3)]. The MCO shall clearly state its procedure for obtaining a second opinion in its Member Handbook.

18.8 Provider Choice

18.8.1 The MCO shall allow each member to choose his or her health professional to the extent possible and appropriate [42 CFR 438.6(m)].

19 Network Management

19.1.1 The MCO shall be responsible for developing and maintaining a statewide provider network that adequately meets all covered physical and behavioral health needs of the covered population in a manner that provides for coordination and collaboration among multiple providers and disciplines. In developing its network, the MCO shall consider the following:

- 19.1.1.1 Current and anticipated New Hampshire Medicaid enrollment
- 19.1.1.2 The expected utilization of services, taking into consideration the characteristics and health care needs of the covered New Hampshire population
- 19.1.1.3 The number and type (in terms of training and experience and specialization) of providers required to furnish the contracted services
- 19.1.1.4 The number of network providers not accepting new or any New Hampshire Medicaid patients
- 19.1.1.5 The geographic location of providers and members, considering distance, travel time, and the means of transportation ordinarily used by New Hampshire members
- 19.1.1.6 Accessibility of provider practices for members with disabilities [42 CFR 438.206(b)(1)]
- 19.1.1.7 Adequacy of the primary care network to offer each member a choice of at least two appropriate primary care providers that are accepting new Medicaid patients.
- 19.1.1.8 Required access standards identified in this Agreement

19.1.2 In developing its network, the MCO's provider selection policies and procedures shall not discriminate against providers that serve high-risk populations or specialize in conditions that require costly treatment [42 CFR 438.214(c)].

19.1.3 The MCO shall not employ or contract with providers excluded from participation in federal health care programs.

19.1.4 The MCO shall establish policies and procedures to monitor the adequacy, accessibility, and availability of its provider network to meet the needs of all members including those with limited English proficiency and those with unique cultural needs.

19.1.5 The MCO shall maintain an updated list of participating providers on it website in a Provider Directory, as specified in Section 15.9 of this Agreement.

19.2 Network Requirements

19.2.1 The MCO shall ensure its providers and subcontractors meet all state and federal eligibility criteria, reporting requirements, and any other applicable statutory rules and/or regulations related to this Agreement.

19.2.2 All providers shall be licensed and or certified in accordance with the laws of the state in which they provide the covered services for which the MCO is contracting with the provider, and not be under sanction or exclusion from the

Medicaid program. Providers shall also have a National Provider Identifier (NPI) in accordance with 45 CFR Part 162, Subpart D.

19.2.3 All providers in the MCO's network shall be enrolled as a New Hampshire Medicaid provider. DHHS will continue to be responsible for enrolling providers; however, the MCO shall assist providers with this process.

19.2.4 In all contracts with health care professionals, the MCO shall comply with requirements in 42 CFR 438.214 and RSA 420-J:4, which includes selection and retention of providers, credentialing and re-credentialing requirements, and non-discrimination (42 CFR 438.12(a)(2); 42 CFR 438.214].

19.2.5 The MCO shall not require a provider or provider group to enter into an exclusive contracting arrangement with the MCO as a condition for network participation.

19.2.6 The MCO's Agreement with health care providers shall be in writing, shall be in compliance with applicable federal and state laws and regulations, and shall include the requirements in this Agreement.

19.2.7 The MCO shall submit all model provider contracts to DHHS for review during the Readiness Review process. The MCO shall resubmit the model provider contracts any time it makes substantive modifications to such Agreements. DHHS retains the right to reject or require changes to any provider Agreement.

19.2.8 The MCO provider Agreement shall require providers in the MCO network to accept the member's Medicaid ID Card as proof of enrollment in the MCO until the member receives his/her MCO ID Card

19.2.9 The MCO shall maintain a provider relations presence in New Hampshire as approved by DHHS.

19.2.10 The MCO shall prepare and issue Provider Manual(s) to all Network Providers, including any necessary specialty manuals (e.g., behavioral health). For newly contracted providers, the MCO shall issue copies of the Provider Manual(s) no later than seven (7) calendar days after inclusion in the network. The provider manual shall be available on the web and updated no less than annually.

19.2.11 The MCO shall provide training to all providers and their staff regarding the requirements of this Agreement. The MCO's provider training shall be completed within thirty (30) calendar days of entering into a contract with a provider. The MCO shall provide ongoing training to new and existing providers as required by the MCO, or as required by DHHS.

19.2.12 Provider materials shall comply with state and federal laws and DHHS and NHID requirements. The MCO shall submit any provider training materials to DHHS for review and approval.

19.2.13 The MCO shall operate a toll-free telephone line for provider inquiries from 8 a.m. to 5 p.m. EST, Monday through Friday, except for State-approved holidays. The provider toll free line shall be staffed with personnel who are knowledgeable about the MCO's plan in New Hampshire.

19.2.14 The MCO shall maintain a Transition Plan providing for continuity of care in the event of Agreement termination, or modification limiting service to members, between the MCO and any of its contracted providers, or in the event of site closing(s) involving a primary care provider with more than one

location of service. The Transition Plan shall describe how members will be identified by the MCO and how continuity of care will be provided.

19.2.15 The MCO shall ensure that after regular business hours the provider inquiry line is answered by an automated system with the capability to provide callers with information regarding operating hours and instructions on how to verify enrollment for a member with an urgent medical or behavioral health condition or an emergency medical or behavioral health condition. The MCO shall have a process in place to handle after-hours inquiries from providers seeking to verify enrollment for a member with an urgent medical or behavioral health condition or an emergency medical or behavioral health condition, provided, however, that the MCO and its providers shall not require such verification prior to providing emergency services.

19.2.16 The MCO shall notify DHHS and affected current members in writing of a provider termination. The notice shall be provided by the earlier of: (1) fifteen (15) calendar days after the receipt or issuance of the termination notice, or (2) fifteen (15) calendar days prior to the effective date of the termination. . Affected members include all members assigned to a PCP and/or all members who have been receiving ongoing care from the terminated provider. Within three (3) calendar days following the effective date of the termination the MCO shall have a Transition Plan in place for all affected members.

19.2.17 If a member is in a prior authorized ongoing course of treatment with a participating provider who becomes unavailable to continue to provide services, the MCO shall notify the member in writing within seven (7) calendar days from the date the MCO becomes aware of such unavailability and develop a Transition Plan for the affected members.

19.2.18 The MCO shall notify DHHS within seven (7) calendar days of any significant changes to the provider network. As part of the notice, the MCO shall submit a Transition Plan to DHHS to address continued member access to needed service and how the MCO will maintain compliance with its contractual obligations for member access to needed services. A significant change is defined as:

- 19.2.18.1 A decrease in the total number of PCPs by more than five percent (5%);
- 19.2.18.2 A loss of all providers in a specific specialty where another provider in that specialty is not available within sixty (60) minutes or forty-five (45) miles;
- 19.2.18.3 A loss of a hospital in an area where another contracted hospital of equal service ability is not available within forty-five (45) miles or sixty (60) minutes; or
- 19.2.18.4 Other adverse changes to the composition of the network, which impair or deny the members' adequate access to in-network providers.

19.2.19 The MCO may not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. If the MCO declines to include individual or groups of

providers in its network, the MCO shall give the affected providers written notice of the reason for its decision. [42 CFR 438.12(a)(1)].

19.2.20 The requirements in 42 CFR 438.12 (a) may not be construed to:

19.2.20.1 Require the MCO to contract with providers beyond the number necessary to meet the needs of its member;

19.2.20.2 Preclude the MCO from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

19.2.20.3 Preclude the MCO from establishing measures that are designed to maintain quality of services and control costs and is consistent with its responsibilities to members [42 CFR 438.12(a)(1); 42 CFR 438.12(b)(1)].

19.3 Provider Credentialing and Re-Credentialing

19.3.1 The MCO shall demonstrate to DHHS that its providers are credentialed according to the requirements of 42 CFR 438.206(b)(6) and He-M 403, and RSA 420-J:4.

19.3.2 The MCO shall have written policies and procedures to review, approve and periodically recertify the credentials of all participating physician and all other licensed providers who participate in the MCO's network [42 CFR 438.214(a); 42 CFR438.214(b) (1&2); RSA 420-J:4]. At a minimum, the scope and structure of a MCO's credentialing and re-credentialing processes shall be consistent with recognized MCO industry standards, such as those provided by NCQA and NHID, and relevant state and federal regulations relating to provider credentialing and notice. The MCO may subcontract with another entity to which it delegates such credentialing activities if such delegated credentialing is maintained in accordance with NCQA delegated credentialing requirements and any comparable requirements defined by DHHS.

19.3.3 The MCO shall ensure that credentialing of all service providers applying for network provider status shall be completed as follows: within thirty (30) calendar days for primary care providers; within forty-five (45) calendar days for specialists. [RSA 420-J:4). The start time begins when all necessary credentialing materials have been received. Completion time ends when written communication is mailed or faxed to the provider notifying the provider of the MCO's decision. For the first year of the Care Management Program, the MCO shall take steps to ensure that providers already enrolled in the New Hampshire Medicaid program are credentialed in a streamlined manner which minimizes the efforts needed by those providers to become credentialed by the MCO.

19.3.4 The re-credentialing process shall occur at least every three (3) years. The re-credentialing process shall take into consideration provider performance data including, but not be limited to: member complaints and appeals, quality of care, and appropriate utilization of services.

19.3.5 The MCO shall not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her

license or certification under applicable New Hampshire law, solely on the basis of that license or certification [42 CFR 438.12(a)(1); 42 CFR 438.214(c); SMD letter 02/20/98)].

19.3.6 The MCO shall maintain a policy that mandates board certification levels that, at a minimum, meets the 75th percentile rates indicated in NCQA standards (HEDIS Medicaid All Lines of Business National Board Certification Measures as published by NCQA in Quality Compass) for PCPs and specialty physicians in the provider network. The MCO shall make information on the percentage of board-certified PCPs in the provider network and the percentage of board-certified specialty physicians, by specialty, available to DHHS upon request.

19.3.7 The MCO shall provide that all laboratory testing sites providing services under this Agreement have either a Clinical Laboratory Improvement Act (CLIA) certificate or waiver of a certificate of registration along with a CLIA identification number [42 CFR 493.1 and 42 CFR 493.3].

19.3.8 The MCO shall not employ or contract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act [42 CFR 438.214(d)].

19.3.9 The MCO shall ensure that providers within their network meet Medicare certification prior to the start of the second Agreement year.

19.4 Provider Engagement

19.4.1 The MCO shall, at a minimum, develop and facilitate an active provider advisory board that is composed of a broad spectrum of provider types. Representation on the consumer advisory board shall draw from and be reflective of the MCO membership to ensure accurate and timely feedback on the care management program. This advisory board should meet face-to-face a minimum of four (4) times each Agreement year.

19.4.2 The MCO shall conduct a provider satisfaction survey, approved by DHHS and administered by a third party, on a statistically valid sample of each major provider type; PCP, specialists, hospitals, pharmacies, DME and Home Health providers. DHHS shall have input to the development of the survey. The survey shall be conducted semi-annually the first Agreement year and at least once an Agreement year thereafter to gain a broader perspective of provider opinions. The results of these surveys shall be made available to DHHS and measured against criteria established by DHHS, and published on the MCO's website.

19.5 Anti-Gag Clause for Providers

19.5.1 The MCO shall not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a member who is his or her patient:

19.5.2 For the member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered

19.5.3 For any information the member needs in order to decide among all relevant treatment options

19.5.4 For the risks, benefits, and consequences of treatment or non-treatment

19.5.5 For the member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions [§1923(b)(3)(D) of the SSA; 42 CFR 438.102(a)(1)(i), (ii), (iii), and (iv); SMD letter 2/20/98]

20 Quality Management

20.1.1 The MCO shall provide for the delivery of quality care with the primary goal of improving the health status of its members and, where the member's condition is not amenable to improvement, maintain the member's current health status by implementing measures to prevent any further decline in condition or deterioration of health status. The MCO shall work in collaboration with providers to actively improve the quality of care provided to members, consistent with the MCO's quality improvement goals and all other requirements of the Agreement. The MCO shall provide mechanisms for member advisory board and provider advisory board to actively participate into the MCO's quality improvement activities.

20.1.2 The MCO shall support and comply with the Quality Strategy for the New Hampshire Medicaid Care Management Program.

20.1.3 The MCO shall have an ongoing quality assessment and performance improvement program for the operations and the services it furnishes for members [42 CFR 438.240(a)(1); SMM 2091.7].

20.1.4 The MCO shall approach all clinical and non-clinical aspects of quality assessment and performance improvement based on principles of Continuous Quality Improvement (CQI)/Total Quality Management (TQM) and shall:

- 20.1.4.1 Evaluate performance using objective quality indicators and recognize that opportunities for improvement are unlimited;
- 20.1.4.2 Foster data-driven decision-making;
- 20.1.4.3 Solicit member and provider input on the prioritization and strategies for QAPI activities
- 20.1.4.4 Support continuous ongoing measurement of clinical and non-clinical effectiveness and member satisfaction
- 20.1.4.5 Support programmatic improvements of clinical and non-clinical processes based on findings from ongoing measurements; and
- 20.1.4.6 Support re-measurement of effectiveness and member satisfaction, and continued development and implementation of improvement interventions as appropriate

20.1.5 The MCO shall have mechanisms that detect both underutilization and overutilization of services [42 CFR 438.240(b)(3) and (4)].

20.1.6 The MCO shall develop, maintain, and operate a Quality Assessment and Performance Improvement (QAPI) Program consistent with the requirements of this Agreement. The MCOs shall also meet the requirements of 42 CFR 438.240 for the QAPI Program.

20.1.7 The MCO shall submit a QAPI Program Annual Summary in a format and timeframe specified by DHHS or its designee for its approval. The MCO shall keep participating physicians and other Network Providers informed and engaged in the QAPI Program and related activities. The MCO shall include in provider contracts a requirement securing cooperation with the QAPI.

20.1.8 The MCO shall maintain a well-defined QAPI structure that includes a planned systematic approach to improving clinical and non-clinical processes and outcomes. The MCO shall designate a senior executive responsible for the QAPI Program and the Medical Director shall have substantial involvement in QAPI Program activities. At a minimum, the MCO shall ensure that the QAPI Program structure:

- 20.1.8.1 Is organization-wide, with clear lines of accountability within the organization;
- 20.1.8.2 Includes a set of functions, roles, and responsibilities for the oversight of QAPI activities that are clearly defined and assigned to appropriate individuals, including physicians, other clinicians, and non-clinicians;
- 20.1.8.3 Includes annual objectives and/or goals for planned projects or activities including clinical and non-clinical programs or initiatives and measurement activities; and
- 20.1.8.4 Evaluates the effectiveness of clinical and non-clinical initiatives.

20.1.9 If the MCO sub-contracts any of the essential functions or reporting requirements contained within the QAPI Program to another entity, the MCO shall maintain detailed files documenting work performed by the sub-contractor. The file shall be available for review by DHHS or its designee upon request.

20.1.10 The MCO shall integrate behavioral health into its QAPI Program and include a systematic and ongoing process for monitoring, evaluating, and improving the quality and appropriateness of behavioral health services provided to members. The MCO shall collect data, and monitor and evaluate for improvements to both physical health outcomes and behavioral health outcomes resulting from the integration and coordination of physical and behavioral health services.

20.1.11 The MCO shall conduct a minimum of four (4) performance improvement projects per year that are designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical care and nonclinical care areas that are expected to have a favorable effect on health outcomes and member satisfaction. At least one of these projects shall have a behavioral health focus. The MCO shall report the status and results of each project to DHHS as requested. The performance improvement projects shall involve the following:

- 20.1.11.1 Measurement of performance using statistically valid, national recognized objective quality indicators
- 20.1.11.2 Implementation of system interventions to achieve improvement in quality
- 20.1.11.3 Evaluation of the effectiveness of the interventions

20.1.11.4 Planning and initiation of activities for increasing or sustaining improvement [42 CFR 438.240(b)(1); 42 CFR 438.240(d)(1)(2)]

20.1.12 Each performance improvement project shall be completed in a reasonable time period so as to generally allow information on the success of performance improvement projects in the aggregate to produce new information on quality of care every year [42 CFR 438.240(d)(2)].

20.1.13 The MCO shall have mechanisms to assess and report the quality and appropriateness of care furnished to members with special needs in order to identify any ongoing special conditions of a member that require a course of treatment or regular care monitoring [42 CFR 438.208(c)(2); 42 CFR 438.240(b)(3) and (4)].

20.1.14 The MCO's Medical Director and Quality Improvement Director will participate in quarterly Quality Improvement meetings with DHHS and the other MCOs contracted with DHHS to discuss quality related initiatives and how those initiatives could be coordinated across the MCOs.

20.2 Practice Guidelines and Standards

20.2.1 The MCO shall adopt evidence-based clinical practice guidelines built upon high quality data and strong evidence. Such practice guidelines shall consider the needs of the MCO's members, be adopted in consultation with Network Providers, and be reviewed and updated periodically, as appropriate.

20.2.2 The MCO shall develop practice guidelines based on the health needs and opportunities for improvement identified as part of the QAPI Program.

20.2.3 The MCO shall make practice guidelines available, including, but not limited to, the web, to all affected providers and, upon request, to members and potential members.

20.2.4 The MCO's decisions regarding utilization management, member education, and coverage of services shall be consistent with the MCO's clinical practice guidelines [42 CFR 438.236(d)].

20.3 External Quality Review Organization

20.3.1 The MCO shall collaborate with DHHS's External Quality Review Organization (EQRO) to develop studies, surveys, and other analytic activities to assess the quality of care and services provided to members and to identify opportunities for MCO improvement. To facilitate this process, the MCO shall supply data, including but not limited to claims data and medical records, to the EQRO.

20.4 Evaluation

20.4.1 The MCO shall prepare a written report within ninety (90) calendar days at the end of each Agreement year on the QAPI that describes:

20.4.1.1 Completed and ongoing Quality management activities, including all delegated functions

20.4.1.2 Performance trends on QAPI measures to assess performance in quality of care and quality of service

20.4.1.3 An analysis of whether there have been any demonstrated improvements in the quality of care or service

20.4.1.4 An evaluation of the overall effectiveness of the MCO's quality management program, including an analysis of barriers and recommendations for improvement

20.4.2 The annual evaluation report shall be reviewed and approved by the MCO's governing body and submitted to DHHS for review [42 CFR 438.240(e)(2)].

20.4.3 The MCO shall establish a mechanism for periodic reporting of QAPI activities to its governing body, practitioners, members, and appropriate MCO staff, as well as posted on the web. The MCO shall ensure that the findings, conclusions, recommendations, actions taken, and results of QM activity are documented and reported on a quarterly basis to DHHS and reviewed by the appropriate individuals within the organization.

20.5 Quality Measures

20.5.1 MCO shall report annually, according to industry/regulatory standard specifications, the following quality measure sets:

20.5.1.1 CMS CHIPRA Child Quality Measures

20.5.1.2 CMS Adult Quality Measures

20.5.1.3 NCQA Medicaid Accreditation HEDIS/CAHPS Measures

20.5.1.4 All available CAHPS measures and sections, including supplements, children with chronic conditions, and mobility impairment.

20.5.2 If additional measures are added to the NCQA or CMS measure sets, MCO shall include those new measures. For measures that are no longer part of the measures sets, DHHS may at its option continue to require those measures.

20.5.3 In addition MCO shall report annually other quality measures specified by DHHS in Exhibit O.

20.6 Performance Incentives

20.6.1 Each Agreement year DHHS will select four (4) measures to be included in the Quality Incentive Program (QIP). DHHS shall notify the MCO of the four (4) measures to be included in the QIP within three (3) months prior to the start of each contract year.

20.6.2 For each measure selected by DHHS for the QIP, the MCO will be eligible to receive up to one-quarter of the one percent (.25%) of the withheld amount pertaining to performance incentives as set forth in Section 29.2.9.

20.6.3 For each measure, DHHS will establish an improvement goal for which achievement of that goal will qualify the MCO for the incentive payment. The MCO will be eligible for a partial incentive payment for improved performance on that measure that does not fully meet the improvement goal.

20.6.4 If the MCO's performance on a measure chosen for the QIP declines below the specified baseline, the MCO will receive a further reduction of up to one-quarter of one percent (.25%) of the total capitation payment received by the

MCO in the year for which the measure was selected. The reduction is in addition to the withheld amount set forth in Section 29.2.9, and shall be withheld from any next payment due to the MCO.

20.6.5 For the first year of the Agreement year the following measures have been selected:

20.6.5.1 Adolescent Well Care visits (HEDIS Measure). The MCO will calculate this measure for the period July 1, 2012 through June 30, 2013.

20.6.5.1.1 The MCO will receive 0.125% of total capitation payments received during the first Agreement year if the Well Care visit measure exceeds fifty (50%) percent.

20.6.5.1.2 The MCO will receive 0.125% of total capitation payments received in the first Agreement year if the Well Care Visit measure exceeds fifty-five (55%) percent.

20.6.5.1.3 The MCO's baseline for this measure is 40%, the MCO will receive an additional reduction of 0.25% of total capitation payments received in the first Agreement year if the measure is less than forty (40%) percent.

20.6.5.2 Re-admissions to New Hampshire Hospital within 30 days and 180 days of discharge. The readmission rate baselines will be established for the MCO by NH DHHS within 30-days of the commencement of the contract, and will be based on the aggregate re-admission rates for the members enrolled in the plan for the prior fiscal year. Readmissions are included in the calculation regardless of whether they generate a paid claim transaction. NH DHHS will calculate the 30-day re-admission measure for the period August 1, 2012 through June 30, 2013, and the 180 day re-admission measure for the period September 1, 2012 – June 30,2013.

20.6.5.2.1 The MCO will receive 0.125% of total capitation payments if the 30 day re-admission rate declines by more than twenty (20) percent from the baseline.

20.6.5.2.2 The MCO will receive 0.0625% of the total capitation payments if the 30 day re-admission rate declines by more than ten (10) percent and less than twenty (20) percent from the baseline.

20.6.5.2.3 The MCO will receive 0.125% of total capitation payments if the 180 day re-admission rate declines by more than twenty (20) percent from the baseline.

20.6.5.2.4 The MCO will receive 0.0625% of the total capitation payments if the 180 day re-admission rate declines by more than ten (10) percent and less than twenty (20) percent from the baseline.

20.6.5.2.5 The MCO will receive a reduction of 0.125% of total capitation payments received if the 30 day re-admission rate increases by twenty (20) percent from the readrnission rate baseline.

20.6.5.2.6 The MCO will receive a reduction of 0.125% of total capitation payments received if the 180 day re-admission rate increases by twenty (20) percent from the readmission rate baseline.

20.6.5.3 Getting Needed Care Composite measure (CAHPS measure). The MCO will calculate this measure for the period July 1, 2012 through June 30, 2013. The measure shall consist of the combined child and adult percentages weighted by the number of child and adult members.

20.6.5.3.1 The MCO will receive 0.125% of total capitation payments received during the first Agreement year if the measure meets or exceeds the fiftieth (50^{th}) percentile as defined by the most recent year available of NCQA Quality Compass for Medicaid Managed Care Organizations.

20.6.5.3.2 The MCO will receive 0.125% of total capitation payments received in the first Agreement year if the measure meets or exceeds the seventy fifth (75^{th}) percentile as defined by the most recent year available of NCQA Quality Compass for Medicaid Managed Care Organizations.

20.6.5.3.3 The MCO's baseline for this measure is sixty seven (67) percent, the MCO will receive a reduction of 0.25% of total capitation payments received in the first Agreement year if the measure is below the fiftieth (50^{th}) percentile as defined by the most recent year available of NCQA Quality Compass for Medicaid Managed Care Organizations.

20.6.5.4 Maternal Smoking Cessation rate. NH DHHS will calculate this measure for the period July 1, 2012 through June 30, 2013.

20.6.5.4.1 The MCO will receive 0.125% of total capitation payments received during the first Agreement year if the measure exceeds twenty six (26) percent for the period July 1 2012 through June 30, 2013.

20.6.5.4.2 The MCO will receive 0.125% of total capitation payments received in the first Agreement year if the measure exceeds twenty eight (28) percent for the period July 1, 2012 to June 30, 2013.

20.6.5.4.3 The MCO's baseline for this measure is twenty one (21) percent, the MCO will receive a reduction of 0.25% of total capitation payments received in the first

Agreement year if the measure is below twenty one (21) percent.

21 Utilization Management

21.1.1 The MCO's policies and procedures related to the authorization of services shall be in compliance with 42 CFR 438.210 and NH RSA Chapter 420-E:2.

21.1.2 The MCO shall have in place, and follow, written policies and procedures for processing requests for initial and continuing authorization of services [42 CFR 438.210(b)(1)].

21.1.3 The MCO shall submit its written utilization management policies, procedures, and criteria to DHHS for approval as part of the first readiness review. Each year thereafter, the MCO shall submit its written utilization management policies, procedures, and criteria to DHHS for approval each year on or before April 1st.

21.1.4 The MCO's written utilization management policies, procedures, and criteria shall, at a minimum, conform to the standards of NCQA.

21.1.5 The MCO may place appropriate limits on a service on the basis of criteria such as medical necessity; or for utilization control, provided the services furnished can reasonably be expected to achieve their purpose [42 CFR 438.210(a)(3)(iii)].

21.1.6 The MCO's written utilization management policies, procedures, and criteria shall describe the categories of health care personnel that perform utilization review activities and where they are licensed. Further such policies, procedures and criteria shall address, at a minimum, second opinion programs; pre-hospital admission certification; pre-inpatient service eligibility certification; and concurrent hospital review to determine appropriate length of stay; as well as the process used by the MCO to preserve confidentiality of medical information.

21.1.7 The MCO's written utilization management policies, procedures, and criteria shall be:

- 21.1.7.1 Developed with input from appropriate actively practicing practitioners in the MCO's service area
- 21.1.7.2 Updated at least biennially and as new treatments, applications, and technologies emerge
- 21.1.7.3 Developed in accordance with the standards of national accreditation entities
- 21.1.7.4 Based on current, nationally accepted standards of medical practice
- 21.1.7.5 If practicable, evidence-based.

21.1.8 The MCO shall have in effect mechanisms to ensure consistent application of review criteria for authorization decisions, including, but not limited to, interrater reliability monitoring, and consult with the requesting provider when appropriate [42 CFR 438.210(b)(2)].

21.1.9 The MCO shall ensure that any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, be made by a health care professional who has appropriate clinical expertise in treating the member's condition or disease [42 CFR 438.210(b)(3)].

21.1.10 Compensation to individuals or entities that conduct utilization management activities shall not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member [42 CFR 438.210(e)].

21.1.11 DHHS approved prior authorizations in place at the time a member transitions from FFS to an MCO will be honored for a maximum of ninety (90) calendar days. The MCO shall also, in the member handbook, provide information to members regarding prior authorization in the event the member chooses to transfer to another MCO.

21.1.12 Subcontractors or any other party performing utilization review are required to be licensed in New Hampshire.

21.2 Medical Necessity Determination

21.2.1 The MCO shall specify what constitutes "medically necessary services" in a manner that:

- 21.2.1.1 is no more restrictive than the State Medicaid program; and
- 21.2.1.2 addresses the extent to which the MCO is responsible for covering services related to the following [42 CFR 438.210(a)(4)]:
  - 21.2.1.2.1 The prevention, diagnosis, and treatment of health impairments
  - 21.2.1.2.2 The ability to achieve age-appropriate growth and development
  - 21.2.1.2.3 The ability to attain, maintain, or regain functional capacity

21.2.2 For members 21 years of age and older the following definition of medical necessity shall be used: "Medically necessary" means health care services that a licensed health care provider, exercising prudent clinical judgment, would provide, in accordance with generally accepted standards of medical practice, to a recipient for the purpose of evaluating, diagnosing, preventing, or treating an acute or chronic illness, injury, disease, or its symptoms, and that are [He-W 530.01(f)]:

- 21.2.2.1 Clinically appropriate in terms of type, frequency of use, extent, site, and duration, and consistent with the established diagnosis or treatment of the recipient's illness, injury, disease, or its symptoms;
- 21.2.2.2 Not primarily for the convenience of the recipient or the recipient's family, caregiver, or health care provider;
- 21.2.2.3 No more costly than other items or services which would produce equivalent diagnostic, therapeutic, or treatment results as related to the recipient's illness, injury, disease, or its symptoms; and
- 21.2.2.4 Not experimental, investigative, cosmetic, or duplicative in nature.

21.2.3 For EPSDT services the following definition of medical necessity shall be used: "Medically necessary" means reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions that endanger life, cause pain, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and no other equally effective course of treatment is available or suitable for the EPSDT recipient requesting a medically necessary service He-W546.01(f).

21.3 Notices of Coverage Determinations

21.3.1 The MCO shall provide the requesting provider and the member with written notice of any decision by the MCO to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. The notice shall meet the requirements of 42 CFR 438.210(c) and 438.404.

21.3.2 The MCO shall make utilization management decisions in a timely manner. The following minimum standards shall apply:

21.3.2.1 Urgent determinations: The determination of an authorization involving urgent care shall be made as soon as possible, taking into account the medical exigencies, but in no event later than seventy-two (72) hours after receipt of the request, unless the member or member's representative fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable. In the case of such failure, the MCO shall notify the member or member's representative within twenty-four (24) hours of receipt of the request and shall advise the member or member's representative of the specific information necessary to make a determination. The member or member's representative shall be afforded a reasonable amount of time, taking into account the circumstances, but not less than forty eight (48) hours, to provide the specified information. Thereafter, notification of the benefit determination shall be made as soon as possible, but in no case later than 48 hours after the earlier of (1) the MCO's receipt of the specified additional information, or (2) the end of the period afforded the member or member's representative to provide the specified additional information.

21.3.2.2 Continued/Extended Services: The determination of an authorization involving urgent care and relating to the extension of an ongoing course of treatment and involving a question of medical necessity shall be made within twenty-four (24) hours of receipt of the request, provided that the request is made at least twenty-four (24) hours prior to the expiration of the prescribed period of time or course of treatment.

21.3.2.3 Routine determinations: The determination of all other authorizations for pre-service benefits shall be made within a reasonable time period appropriate to the medical circumstances,

but in no event more than fifteen (15) calendar days after receipt of the request. This period may be extended one time by the MCO for up to fifteen (15) calendar days, provided that the MCO both determines that such an extension is necessary due to matters beyond the control of the MCO and notifies the member or member's representative, prior to the expiration of the initial fifteen (15) calendar day period, of the circumstances requiring the extension of time and the date by which the MCO expects to render a decision. If such an extension is necessary due to a failure of the member or member's representative to provide sufficient information to determine whether, or to what extent, benefits are covered as payable, the notice of extension shall specifically describe the required additional information needed, and the member or member's representative shall be given at least forty- five (45) calendar days from receipt of the notice within which to provide the specified information. Notification of the benefit determination following a request for additional information shall be made as soon as possible, but in no case later than fifteen (15) calendar days after the earlier of (1) the MCO's receipt of the specified additional information, or (2) the end of the period afforded the member or member's representative to provide the specified additional information.

21.3.2.4 Determination for Services that have been delivered: The determination of a post service authorization shall be made within thirty (30) calendar days of the date of filing. In the event the member fails to provide sufficient information to determine the request, the MCO shall notify the member within fifteen (15) calendar days of the date of filing, as to what additional information is required to process the request and the member shall be given at least forty-five (45) calendar days to provide the required information. The thirty (30) calendar day period for determination shall be tolled until such time as the member submits the required information.

21.3.3 Whenever there is an adverse determination, the MCO shall notify the ordering provider and the member. For an adverse standard authorization decision, the MCO shall provide written notification within three (3) days of the decision.

21.4 Advance Directives

21.4.1 The MCO shall maintain written policies and procedures that meet requirements for advance directives in Subpart I of 42 CFR 489.

21.4.2 The MCO shall adhere to the definition of advance directives as defined in 42 CFR 489.100.

21.4.3 The MCO shall maintain written policies and procedures concerning advance directives with respect to all adult individuals receiving medical care by or through the MCO [42 CFR 422.128].

21.4.4 The MCO shall provide information in the member handbook with respect to the following:

21.4.4.1 The member's rights under the state law. The information provided by the MCO shall reflect changes in State law as soon as possible, but no later than ninety (90) days after the effective date of the change [42 CFR 438.6(i)(3) and (4)].

21.4.4.2 The MCO's policies respecting the implementation of those rights including a statement of any limitation regarding the implementation of advance directives as a matter of conscience

21.4.4.3 That complaints concerning noncompliance with the advance directive requirements may be filed with the appropriate State Agency [42 CFR 438.6(i)(1); 42 CFR 438.10(g)(2); 42 CFR 422.128; 42 CFR 489 (subpart I); 42 CFR 489.100].

22 MCIS

22.1 System Functionality

22.1.1 The MCO Managed Care Information System (MCIS) shall include, but not be limited to:

22.1.1.1 Management of Recipient Demographic Eligibility and Enrollment and History
22.1.1.2 Management of Provider Enrollment and Credentialing
22.1.1.3 Benefit Plan Coverage Management, History and Reporting
22.1.1.4 Eligibility Verification
22.1.1.5 Encounter Data
22.1.1.6 Weekly Reference File Updates
22.1.1.7 Service Authorization Tracking, Support and Management
22.1.1.8 Third Party Coverage and Cost Avoidance Management
22.1.1.9 Financial Transactions Management and Reporting
22.1.1.10 Payment Management (Checks, EFT, Remittance Advices, Banking)
22.1.1.11 Reporting (Ad hoc and Pre-Defined/Scheduled and On-Demand)
22.1.1.12 Call Center Management
22.1.1.13 Claims Adjudication
22.1.1.14 Claims Payments
22.1.1.15 Quality of Services (QOS) metrics

22.2 Information System Data Transfer

22.2.1 Effective communication between the MCO and DHHS will require secure, accurate, complete and auditable transfer of data to/from the MCO and DHHS management information systems. Elements of data transfer requirements

between the MCO and DHHS management information systems shall include, but not be limited to:

22.2.1.1 DHHS read access to all NH Medicaid Care Management data in reporting databases where data is stored, which includes all tools required to access the data at no additional cost to DHHS;

22.2.1.2 Exchanges of data between the MCO and DHHS in a format and schedule as prescribed by the State, including detailed mapping specifications identifying the data source and target;

22.2.1.3 Secure (encrypted) communication protocols to provide timely notification of any data file retrieval, receipt, load, or send transmittal issues and provide the requisite analysis and support to identify and resolve issues according to the timelines set forth by the state. Transmission of data will comply with standards developed by the Standards Developing Organizations (SDOs), such as the Certification Commission for Health Information Technology (CCHIT) and Health Level 7 (HL7);

22.2.1.4 Collaborative relationships with DHHS, its MMIS fiscal agent, and other interfacing entities to implement effectively the requisite exchanges of data necessary to support the requirements of this Agreement;

22.2.1.5 MCO implementation of the necessary telecommunication infrastructure and tools/utilities to support secure connectivity and access to the system and to support the secure, effective transfer of data;

22.2.1.6 Utilization of data extract, transformation, and load (ETL) or similar methods for data conversion and data interface handling, that, to the maximum extent possible, automate the extract, transformation and load processes, and provide for source to target or source to specification mappings;

22.2.1.7 Mechanisms to support the electronic reconciliation of all data extracts to source tables to validate the integrity of data extracts; and

22.2.1.8 A given day's data transmissions, as specified in 22.5.9, are to be downloaded to DHHS at 2AM of the subsequent day. If errors are encountered in batch transmissions, reconciliation of transactions will be included in the next batch transmission.

22.2.2 The MCO shall designate a single point of contact to coordinate data transfer issues with DHHS.

22.3 Ownership and Access to Systems and Data

All data accumulated as part of this program shall remain the property of DHHS and upon termination of the Agreement the data will be electronically transmitted to DHHS in the media format and schedule prescribed by DHHS, and affirmatively and securely destroyed if required by DHHS.

22.4 Records Retention

22.4.1 The MCO shall retain, preserve, and make available upon request all records relating to the performance of its obligations under the Agreement, including paper and electronic claim forms, for a period of not less than seven (7) years from the date of termination of this Agreement. Records involving matters that are the subject of litigation shall be retained for a period of not less than seven (7) years following the termination of litigation. Certified protected electronic copies of the documents contemplated herein may be substituted for the originals with the prior written consent of DHHS, if DHHS approves the electronic imaging procedures as reliable and supported by an effective retrieval system.

22.4.2 Upon expiration of the seven (7) year retention period and upon request, the subject records must be transferred to DHHS' possession. No records shall be destroyed or otherwise disposed of without the prior written consent of DHHS.

22.5 MCIS Requirements

22.5.1 The MCO shall have a comprehensive, automated, and integrated managed care information system (MCIS) that is capable of meeting the requirements listed below and throughout this Agreement and for providing all of the data and information necessary for DHHS to meet federal Medicaid reporting and information regulations.

22.5.2 All subcontractors shall meet the same standards, as described in this Section 22, as the MCO. The MCO shall be held responsible for errors or noncompliance resulting from the action of a subcontractor.

22.5.3 Specific functionality related to the above shall include, but is not limited to, the following :

22.5.3.1 The MCIS membership management system must have the capability to receive, update, and maintain New Hampshire's membership files consistent with information provided by DHHS.

22.5.3.2 The MCIS shall have the capability to provide daily updates of membership information to sub-contractors or providers with responsibility for processing claims or authorizing services based on membership information.

22.5.3.3 The MCIS' provider file must be maintained with detailed information on each provider sufficient to support provider enrollment and payment and also meet DHHS' reporting and encounter data requirements.

22.5.3.4 The MCIS' claims processing system shall have the capability to process claims consistent with timeliness and accuracy requirements of a federal MMIS system .

22.5.3.5 The MCIS' Services Authorization system shall be integrated with the claims processing system.

22.5.3.6 The MCIS shall be able to maintain its claims history with sufficient detail to meet all DHHS reporting and encounter requirements.

22.5.3.7 The MCIS' credentialing system shall have the capability to store and report on provider specific data sufficient to meet the provider credentialing requirements, Quality Management, and Utilization Management Program Requirements.

22.5.3.8 The MCIS shall be bi-directionally linked to the other operational systems maintained by DHHS, in order to ensure that data captured in encounter records accurately matches data in member, provider, claims and authorization files, and in order to enable encounter data to be utilized for member profiling, provider profiling, claims validation, fraud, waste and abuse monitoring activities, and any other research and reporting purposes defined by DHHS.

22.5.3.9 The encounter data system shall have a mechanism in place to receive, process, and store the required data.

22.5.3.10 The MCO system shall be compliant with the requirements of HIPAA, including privacy, security, National Provider Identifier (NPI), and transaction processing, including being able to process electronic data interchange transactions in the Accredited Standards Committee (ASC) 5010 format. This also includes IRS Pub 1075 where applicable.

22.5.4 MCIS capability shall include, but not be limited to the following:

22.5.4.1 Provider network connectivity to EDI and provider portal systems;

22.5.4.2 Documented scheduled down time and maintenance windows as agreed upon with DHHS for externally accessible systems, including telephony, web, IVR, EDI, and online reporting;

22.5.4.3 DHHS on-line web access to applications and data required by the State to utilize agreed upon workflows, processes, and procedures (approved by the State) to access, analyze, or utilize data captured in the MCO system(s) and to perform appropriate reporting and operational activities;

22.5.4.4 DHHS access to user acceptance test environment for externally accessible systems including websites and secure portals;

22.5.4.5 Documented instructions and user manuals for each component; and

22.5.4.6 Secure access.

22.5.5 MCIS Up-time

22.5.5.1 Externally accessible systems, including telephony, web, IVR, EDI, and online reporting shall be available twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year, except for scheduled maintenance upon notification of and pre-approval by DHHS. Maintenance period can not exceed four (4) consecutive hours without prior DHHS approval.

22.5.5.2 MCO shall provide redundant telecommunication backups and ensure that interrupted transmissions will result in immediate failover to redundant communications path as well as guarantee

data transmission is complete, accurate and fully synchronized with operational systems.

22.5.6 Systems operations and support shall include, but not be limited to the following:
- 22.5.6.1 On-call procedures and contacts
- 22.5.6.2 Job scheduling and failure notification documentation
- 22.5.6.3 Secure (encrypted) data transmission and storage methodology
- 22.5.6.4 Interface acknowledgements and error reporting
- 22.5.6.5 Technical issue escalation procedures
- 22.5.6.6 Business and member notification
- 22.5.6.7 Change control management
- 22.5.6.8 Assistance with User Acceptance Testing (UAT) and implementation coordination
- 22.5.6.9 Documented data interface specifications – data imported and extracts exported including database mapping specifications.
- 22.5.6.10 Disaster Recovery and Business Continuity Plan
- 22.5.6.11 Journaling and internal backup procedures. Facility for storage MUST be class 3 compliant.
- 22.5.6.12 Communication and Escalation Plan that fully outlines the steps necessary to perform notification and monitoring of events including all appropriate contacts and timeframes for resolution by severity of the event.

22.5.7 The MCO shall be responsible for implementing and maintaining necessary telecommunications and network infrastructure to support the MCIS and will provide:
- 22.5.7.1 Network diagram that fully defines the topology of the MCO's network.
- 22.5.7.2 State/MCO connectivity
- 22.5.7.3 Any MCO/subcontractor locations requiring MCIS access/support
- 22.5.7.4 Web access for DHHS staff, providers and recipients

22.5.8 Data transmissions from DHHS to the MCO will include, but not be limited to the following:
- 22.5.8.1 Provider Extract (Every two weeks)
- 22.5.8.2 Recipient Eligibility Extract (Daily)
- 22.5.8.3 Recipient Refresh Data Extract (Every two weeks)
- 22.5.8.4 Capitation payment data

22.5.9 Data transmissions from the MCO to DHHS shall include but not be limited to:
- 22.5.9.1 Member Benefit Plan Enrollment Data (Daily)
- 22.5.9.2 Beneficiary Encounter Data including paid, denied, adjustment transactions by pay period (Weekly/Monthly)
- 22.5.9.3 Financial Transaction data
- 22.5.9.4 Third Party Coverage Data

22.5.10 The MCO shall provide DHHS staff with access to timely and complete data:
- 22.5.10.1 All exchanges of data between the MCO and DHHS shall be in a format, file record layout, and scheduled as prescribed by DHHS.

22.5.10.2 The MCO shall work collaboratively with DHHS, DHHS' MMIS fiscal agent, the New Hampshire Department of Information Technology, and other interfacing entities to implement effectively the requisite exchanges of data necessary to support the requirements of this Agreement.

22.5.10.3 The MCO shall implement the necessary telecommunication infrastructure to support the MCIS and shall provide DHHS with a network diagram depicting the MCO's communications infrastructure, including but not limited to connectivity between DHHS and the MCO, including any MCO/subcontractor locations supporting the New Hampshire program.

22.5.10.4 The MCO shall utilize data extract, transformation, and load (ETL) or similar methods for data conversion and data interface handling, that, to the maximum extent possible, automate the ETL processes, and that provide for source to target or source to specification mappings, all business rules and transformations where applied, summary and detailed counts, and any data that cannot be loaded.

22.5.10.5 The MCO shall provide support to DHHS and its fiscal agent to prove the validity, integrity and reconciliation of its data, including encounter data

22.5.10.6 The MCO shall be responsible for correcting data extract errors in a timeline set forth by DHHS as outlined within this document (22.2.1.8).

22.5.10.7 The MCO shall provide for a common, centralized electronic project repository, providing for secure access to authorized MCO and DHHS staff to project plans, documentation, issues tracking, deliverables, and other project related artifacts.

22.5.10.8 Access shall be secure and data shall be encrypted in accordance with HIPAA regulations and any other applicable state and federal law.

22.5.10.9 Secure access shall be managed via passwords/pins/and any operational methods used to gain access as well as maintain audit logs of all users access to the system.

22.5.11 The MCIS shall include web access for use by and support to enrolled providers and members. The services shall be provided at no cost to the provider or members. All costs associated with the development, security, and maintenance of these websites shall be the responsibility of the MCO.

22.5.11.1 The MCO shall create secure web access for Medicaid providers and members and authorized DHHS staff to access case-specific information.

22.5.11.2 The MCO shall manage provider and member access to the system, providing for the applicable secure access management, password, and PIN communication, and operational services necessary to assist providers and members with gaining access and utilizing the web portal.

22.5.11.3 Providers will have the ability to electronically submit service authorization requests and access and utilize other utilization management tools.

22.5.11.4 Providers and members shall have the ability to download and print any needed Medicaid MCO program forms and other information.

22.5.11.5 Providers shall have an option to e-prescribe as an option without electronic medical records or hand held devices.

22.5.11.6 MCO shall support provider requests and receive general program information with contact information for phone numbers, mailing, and e-mail address(es).

22.5.11.7 Providers shall have access to drug information.

22.5.11.8 The website shall provide an e-mail link to the MCO to allow providers and members or other interested parties to e-mail inquiries or comments. This website shall provide a link to the State's Medicaid website.

22.5.11.9 The website shall be secure and HIPAA compliant in order to ensure the protection of Protected Health Information and Medicaid recipient confidentiality. Access shall be limited to verified users via passwords and any other available industry standards. Audit logs must be maintained reflecting access to the system and random audits will be conducted.

22.5.11.10 The MCO shall have this system available no later than the Program Start Date.

22.5.11.11 Support Performance Standards shall include:

22.5.11.11.1 Email inquiries – one (1) business day response

22.5.11.11.2 New information posted within one (1) business day of receipt

22.5.11.11.3 Routine maintenance

22.5.11.11.4 Standard reports regarding portal usage such as hits per month by providers/members, number, and types of inquiries and requests, and email response statistics as well as maintenance reports

22.5.11.11.5 Website user interfaces shall be ADA compliant and support all major browsers (i.e. Chrome, IE, Firefox, Safari, etc.). If user does not have compliant browser, MCO must redirect user to site to install appropriate browser.

22.5.12 Critical systems within the MCIS support the delivery of critical medical services to members and reimbursement to providers. As such, contingency plans shall be developed and tested to ensure continuous operation of the MCIS.

22.5.12.1 The MCO shall host the MCIS at the MCO's data center, and provide for adequate redundancy, disaster recovery, and business continuity such that in the event of any catastrophic incident,

system availability is restored to New Hampshire within twenty-four (24) hours of incident onset.

22.5.12.2 The MCO shall ensure that the New Hampshire PHI data, data processing, and data repositories are securely segregated from any other account or project, and that MCIS is under appropriate configuration management and change management processes and subject to DHHS notification requirements as defined in Section 22.5.13..

22.5.12.3 The MCO shall manage all processes related to properly archiving and processing files including maintaining logs and appropriate history files that reflect the source, type and user associated with a transaction. Archiving processes shall not modify the data composition of DHHS' records, and archived data shall be retrievable at the request of DHHS. Archiving shall be conducted at intervals agreed upon between the MCO and DHHS.

22.5.12.4 The MCIS shall be able to accept, process, and generate HIPAA compliant electronic transactions as requested, transmitted between providers, provider billing agents/clearing houses, or DHHS and the MCO. Audit logs of activities will be maintained and periodically reviewed to ensure compliance with security and access rights granted to users.

22.5.12.5 Thirty (30) calendar days prior to the beginning of each State Fiscal Year, the MCO shall submit the following documents and corresponding checklists for DHHS' review and approval:

22.5.12.5.1 Disaster Recovery Plan
22.5.12.5.2 Business Continuity Plan
22.5.12.5.3 Security Plan

22.5.12.6 The MCO shall provide the following documents. If after the original documents are submitted the MCO modifies any of them, the revised documents and corresponding checklists shall be submitted to DHHS for review and approval:

22.5.12.6.1 Joint Interface Plan
22.5.12.6.2 Risk Management Plan
22.5.12.6.3 Systems Quality Assurance Plan
22.5.12.6.4 Confirmation of 5010 compliance and Companion Guides
22.5.12.6.5 Confirmation of compliance with IRS Publication 1075
22.5.12.6.6 Approach to implementation of ICD-10 and ultimate compliance

22.5.13 Management of changes to the MCIS is critical to ensure uninterrupted functioning of the MCIS. The following elements shall be part of the change management process:

22.5.13.1 The complete system shall have proper configuration management/change management in place (to be reviewed and approved by DHHS). The MCO system shall be configurable to

support timely changes to benefit enrollment and benefit coverage or other such changes.

22.5.13.2 The MCO shall provide DHHS with written notice of major systems changes and implementations no later than ninety (90) calendar days prior to the planned change or implementation, including any changes relating to subcontractors, and specifically identifying any change impact to the data interfaces or transaction exchanges between the MCO and DHHS and/or the fiscal agent. DHHS retains the right to modify or waive the notification requirement contingent upon the nature of the request from the MCO.

22.5.13.3 The MCO shall provide DHHS with updates to the MCIS organizational chart and the description of MCIS responsibilities at least thirty (30) calendar days prior to the effective date of the change, except where personnel changes were not foreseeable in such period, in which case notice shall be given within at least one (1) business day. The MCO shall provide DHHS with official points of contact for MCIS issues on an ongoing basis.

22.5.13.4 A New Hampshire program centralized electronic repository shall be provided that will allow full access to project documents, including but not limited to project plans, documentation, issue tracking, deliverables, and ANY project artifacts. All items shall be turned over to DHHS upon request.

22.5.13.5 The MCO shall ensure appropriate testing is done for all system changes. MCO shall also provide a test system for DHHS to monitor changes in externally facing applications (i.e. NH websites). This test site shall contain no actual PHI data of any member.

22.5.13.6 The MCO shall make timely changes or defect fixes to data interfaces and execute testing with DHHS and other applicable entities to validate the integrity of the interface changes.

22.5.14 DHHS, or its agent, may conduct a Systems Readiness Review to validate the MCO's ability to meet the MCIS requirements.

22.5.14.1 The System Readiness Review may include a desk review and/or an onsite review.

22.5.14.2 If DHHS determines that it is necessary to conduct an onsite review, the MCO shall be responsible for all reasonable travel costs associated with such onsite reviews for at least two (2) staff from DHHS. For purposes of this section, "reasonable travel costs" include airfare, lodging, meals, car rental and fuel, taxi, mileage, parking, and other incidental travel expenses incurred by DHHS or its authorized agent in connection with the onsite reviews.

22.5.14.3 If for any reason the MCO does not fully meet the MCIS requirements, the MCO shall, upon request by DHHS, either correct such deficiency or submit to DHHS a Corrective Action Plan and Risk Mitigation Plan to address such deficiency.

Immediately upon identifying a deficiency, DHHS may impose contractual remedies according to the severity of the deficiency.

22.5.15 Systems enhancements developed specifically, and data accumulated, as part of the New Hampshire Care Management program remain the property of the State of New Hampshire.

22.5.15.1 Source code developed for this program shall remain the property of the vendor but will be held in escrow

22.5.15.2 All data accumulated as part of this program shall remain the property of DHHS and upon termination of the Agreement the data shall be electronically transmitted to DHHS in a format and schedule prescribed by DHHS.

22.5.15.3 The MCO shall not destroy or purge DHHS' data unless directed to or agreed to in writing by DHHS. The MCO shall archive data only on a schedule agreed upon by DHHS and the data archive process shall not modify the data composition of the source records. All DHHS archived data shall be retrievable for review and or reporting by DHHS in the timeframe set forth by DHHS.

22.5.16 The MCO shall provide DHHS with system reporting capabilities that shall include access to pre-designed and agreed upon scheduled reports, as well as the ability to execute ad-hoc queries to support DHHS data and information needs. DHHS acknowledges the MCO's obligations to appropriately protect data and system performance, and the parties agree to work together to ensure DHHS information needs can be met while minimizing risk and impact to the MCO's systems.

22.5.17 Quality of Service (QOS) Metrics:

22.5.17.1 System Integrity: The system shall ensure that both user and provider portal design, and implementation is in accordance with Federal, standards, regulations and guidelines related to security, confidentiality and auditing (e.g. HIPAA Privacy and Security Rules, National Institute of Security and Technology).

22.5.17.2 The security of the care management processing system must minimally provide the following three types of controls to maintain data integrity that directly impacts QOS . These controls shall be in place at all appropriate points of processing:

22.5.17.2.1 Preventive Controls: controls designed to prevent errors and unauthorized events from occurring.-

22.5.17.2.2 Detective Controls: controls designed to identify errors and unauthorized transactions that have occurred in the system.-

22.5.17.2.3 Corrective Controls: controls to ensure that the problems identified by the detective controls are corrected.

22.5.17.2.4 System Administration: Ability to comply with HIPAA, ADA, and other federal and state regulations, and perform in accordance with Agreement terms and conditions. Provide a flexible solution to effectively

meet the requirements of upcoming HIPAA regulations and other national standards development. The system must accommodate changes with global impacts (e.g., implementation of ICD-10-CM diagnosis and procedure codes, eHR, e-Prescribe) as well as new transactions at no additional cost.

22.5.18 Reporting – Provider Participation Report: The system shall provide provider participation reports by geographic location, categories of service, provider type categories, and any other codes necessary to determine the adequacy and extent of participation and service delivery and analyze provider service capacity in terms of member access to health care.

22.5.19 Reporting - Provider Quality Report Card Ability to provider dashboard or "report card" reports of provider service quality including but not limited to provider sanctions, timely fulfillment of service authorizations, count of service authorizations, etc.

23 Data Reporting

23.1.1 The MCO shall make all collected data available to DHHS upon request and upon the request of CMS [42 CFR 438.242(b)(3)].

23.1.2 The MCO shall maintain a health information system that collects, analyzes, integrates, and reports data. The system shall provide information on areas including, but not limited to, utilization, grievances and appeals, and disenrollment for other than loss of Medicaid eligibility [42 CFR 438.242(a)].

23.1.3 The MCO shall collect data on member and provider characteristics as specified by DHHS and on services furnished to members through a MCIS system or other methods as may be specified by DHHS [42 CFR 438.242(b)(1)].

23.1.4 The MCO shall ensure that data received from providers are accurate and complete by:

- 23.1.4.1 Verifying the accuracy and timeliness of reported data;
- 23.1.4.2 Screening the data for completeness, logic, and consistency; and
- 23.1.4.3 Collecting service information in standardized formats to the extent feasible and appropriate [42 CFR 438.242(b)(2)].

23.2 Encounter Data

23.2.1 The MCO shall submit encounter data in the format and content, timeliness, completeness, and accuracy as specified by the DHHS and in accordance with timeliness, completeness, and accuracy standards as established by DHHS.

23.2.2 All encounter data shall remain the property of DHHS and DHHS retains the right to use it for any purpose it deems necessary.

23.2.3 Submission of encounter data to DHHS does not eliminate the MCO's responsibility under state statute to submit member and claims data to the Comprehensive Healthcare Information System [NH RSA 420-G:1,1 II. (a)]

23.2.4 The MCO shall ensure that encounter records are consistent with the DHHS requirements and all applicable state and federal laws.

23.2.5 MCO encounters shall include all adjudicated claims, including paid, denied, and adjusted claims.

23.2.6 The MCO shall use appropriate member identifiers as defined by DHHS.

23.2.7 The MCO shall maintain a record of both servicing and billing information in its encounter records.

23.2.8 The MCO shall also use appropriate provider numbers for encounter records as directed by DHHS.

23.2.9 The MCO shall have a computer and data processing system sufficient to accurately produce the data, reports, and encounter record set in formats and timelines prescribed by DHHS as defined in this Agreement.

23.2.10 The system shall be capable of following or tracing an encounter within its system using a unique encounter record identification number for each encounter.

23.2.11 The MCO shall collect service information in the federally mandated HIPAA transaction formats and code sets, and submit these data in a standardized format approved by DHHS. The MCO shall make all collected data available to DHHS after it is tested for compliance, accuracy, completeness, logic, and consistency.

23.2.12 The MCO's systems that are required to use or otherwise contain the applicable data type shall conform with current and future HIPAA-based standard code sets; the processes through which the data are generated shall conform to the same standards:

- 23.2.12.1 Health Care Common Procedure Coding System (HCPCS)
- 23.2.12.2 CPT codes
- 23.2.12.3 International Classification of Diseases, 9th revision, Clinical Modification ICD-9-CM Volumes 1 & 2 (diagnosis codes) is maintained by the National Center for Health Statistics, Centers for Disease Control (CDC) within the U.S. Department of Health and Human Services (HHS)
- 23.2.12.4 International Classification of Diseases, 9th revision, Clinical Modification ICD-9-CM Volume 3 (procedures) is maintained by CMS and is used to report procedures for inpatient hospital services
- 23.2.12.5 International Classification of Diseases, 10th revision, Clinical Modification ICD-10-CM is the new diagnosis coding system that was developed as a replacement for ICD-9-CM, Volume 1 & 2. International Classification of Diseases, 10th revision, Procedure Coding System ICD-10-PCS is the new procedure coding system that was developed as a replacement for ICD-9-CM, volume 3. The compliance date for ICD-10-CM for diagnoses and ICD-10-PCS for inpatient hospital procedures is October 1, 2013
- 23.2.12.6 National Drug Codes (NDC): The NDC is a code set that identifies the vendor (manufacturer), product and package size of all drugs and biologics recognized by the Federal Drug Administration

(FDA). It is maintained and distributed by HHS, in collaboration with drug manufacturers

23.2.12.7 Code on Dental Procedures and Nomenclature (CDT): The CDT is the code set for dental services. It is maintained and distributed by the American Dental Association (ADA)

23.2.12.8 Place of Service Codes are two-digit codes placed on health care professional claims to indicate the setting in which a service was provided. CMS maintains point of service (POS) codes used throughout the health care industry

23.2.12.9 Claim Adjustment Reason Codes (CARC) explain why a claim payment is reduced. Each CARC is paired with a dollar amount, to reflect the amount of the specific reduction, and a Group Code, to specify whether the reduction is the responsibility of the provider or the patient when other insurance is involved

23.2.12.10 Reason and Remark Codes (RARC) are used when other insurance denial information is submitted to the Medicaid management information system (MMIS) using standard codes defined and maintained by CMS and the National Council for Prescription Drug Programs (NCPDP)

23.2.13 All MCO encounters shall be submitted electronically to DHHS or the State's fiscal agent in the standard HIPAA transaction formats, namely the ANSI X12N 837 transaction formats (P – Professional and I - Institutional) and, for pharmacy services, in the NCPDP format.

23.2.14 All MCO encounters shall be submitted with MCO paid amount and as applicable the Medicare paid amount, other insurance paid amount and expected member co-payment amount.

23.2.15 The MCO shall continually provide up to date documentation of payment methods used for all types of services by date of use of said methods.

23.2.16 The MCO shall continually provide up to date documentation of claim adjustment methods used for all types of claims by date of use of said methods.

23.2.17 The MCO shall collect, and submit to the State's fiscal agent, member service level encounter data for all covered services. The MCO shall be held responsible for errors or non-compliance resulting from its own actions or the actions of an agent authorized to act on its behalf.

23.2.18 The MCO shall conform to all current and future HIPAA-compliant standards for information exchange. Batch and Online Transaction Types are as follows:

23.2.18.1 Batch transaction types

23.2.18.1.1 ASC X12N 820 Premium Payment Transaction

23.2.18.1.2 ASC X12N 834 Enrollment and Audit Transaction

23.2.18.1.3 ASC X12N 835 Claims Payment Remittance Advice Transaction

23.2.18.1.4 ASC X12N 837I Institutional Claim/Encounter Transaction

23.2.18.1.5 ASC X12N 837P Professional Claim/Encounter Transaction

23.2.18.1.6 ASC X12N 837D Dental Claim/Encounter Transaction
23.2.18.1.7 NCPDP D.0 Pharmacy Claim/Encounter Transaction
23.2.18.2 Online transaction types
23.2.18.2.1 ASC X12N 270/271 Eligibility/Benefit Inquiry/Response
23.2.18.2.2 ASC X12N 276 Claims Status Inquiry
23.2.18.2.3 ASC X12N 277 Claims Status Response
23.2.18.2.4 ASC X12N 278/279 Utilization Review Inquiry/Response
23.2.18.2.5 NCPDP D.0 Pharmacy Claim/Encounter Transaction

23.2.19 Submitted encounter data shall include all elements specified by DHHS including, but not limited to, those specified in Exhibit N and detailed in the Medicaid Encounter Data Reporting Manual, which is under development by DHHS.

23.2.20 The MCO shall use the procedure codes, diagnosis codes, and other codes as directed by DHHS for reporting Encounters and fee- for-service claims. Any exceptions will be considered on a code-by-code basis after DHHS receives written notice from the MCO requesting an exception. The MCO shall also use the provider numbers as directed by DHHS for both Encounter and fee-for-service claims submissions, as applicable.

23.2.21 The MCO shall provide as a supplement to the encounter data submission a member file, which shall contain appropriate member identification numbers, the primary care provider assignment of each member, and the group affiliation of the primary care provider.

23.2.22 The MCO shall submit complete encounter data in the appropriate HIPAA-compliant formats regardless of the claim submission method (hard copy paper, proprietary formats, EDI, DDE)..

23.2.23 The MCO shall assign staff to participate in encounter technical work group meetings as directed by DHHS.

23.2.24 The MCO shall provide complete and accurate encounters to DHHS. The MCO shall implement review procedures to validate encounter data submitted by providers. The MCO shall meet the following standards:

23.2.24.1 Completeness
23.2.24.1.1 The MCO shall submit encounters that represent at least ninety-nine percent (99%) of the covered services provided by the MCO's network and non-network providers.. All data submitted by the providers to the MCO shall be included in the encounter submissions.

23.2.24.2 Accuracy
23.2.24.2.1 Transaction type (X12): Ninety-eight percent (98%) of the records in an MCO's encounter batch submission shall pass X12 EDI compliance edits and the MMIS threshold and repairable compliance edits.
23.2.24.2.2 Transaction type (NCPDP): Ninety-eight percent (98%) of the records in an MCO's encounter batch

submission shall pass NCPDP compliance edits and the pharmacy benefits system threshold and repairable compliance edits. The NCPDP compliance edits are described in the NCPDP.

23.2.24.2.3 One-hundred percent (100%) of member identification numbers shall be accurate and valid.

23.2.24.2.4 Ninety-eight percent (98%) of servicing provider address information will be accurate and valid.

23.2.24.2.5 Ninety-eight percent (98%) of member address information shall be accurate and valid.

23.2.24.3 Timeliness

23.2.24.3.1 Encounter data shall be submitted weekly, within five (5) business days of the end of each weekly period and within thirty (30) calendar days of claim payment. All encounters shall be submitted, both paid and denied claims. The paid claims shall include the MCO paid amount.

23.2.24.3.2 The MCO shall be subject to remedies as specified in Section 32 for failure to timely submit encounter data, in accordance with the accuracy standards established in this Agreement.

23.2.24.3.3

23.2.24.4 Error resolution

23.2.24.4.1 For all encounters submitted after the submission start date, including historical and ongoing claims, if DHHS or its fiscal agent notifies the MCO of encounters failing X12 EDI compliance edits or MMIS threshold and repairable compliance edits, the MCO shall remediate all such encounters within fifteen (15) calendar days after such notice. If the MCO fails to do so, DHHS will require a Corrective Action Plan and assess liquidated damages as described in Section 32. MCO shall not be held accountable for issues or delays directly caused by or as a direct result of the changes to MMIS by DHHS.

23.2.24.4.2 All sub-contracts with providers or other vendors of service shall have provisions requiring that encounter records are reported or submitted in an accurate and timely fashion.

23.3 Data Certification

23.3.1 All data submitted to DHHS by the MCO shall be certified by one of the following:

23.3.1.1 The MCO's Chief Executive Officer

23.3.1.2 The MCO's Chief Financial Officer

23.3.1.3 An individual who has delegated authority to sign for, and who reports directly to, the MCO's Chief Executive Officer or Chief Financial Officer

23.3.2 The data that shall be certified include, but are not limited to, all documents specified by DHHS, enrollment information, encounter data, and other information contained in contracts, proposals. The certification shall attest to, based on best knowledge, information, and belief, the accuracy, completeness and truthfulness of the documents and data. The MCO shall submit the certification concurrently with the certified data and documents [42 CFR 438.604(a), (b), and (c); 42 CFR 438.604(b); 42 CFR 438.606].

23.4 Data System Support for QAPI

23.4.1 The MCO shall have a data collection, processing, and reporting system sufficient to support the QAPI requirements described in Section 20. The system shall be able to support QAPI monitoring and evaluation activities, including the monitoring and evaluation of the quality of clinical care provided, periodic evaluation of MCO providers, member feedback on QAPI activity, and maintenance and use of medical records used in QAPI activities.

24 Fraud Waste and Abuse

24.1.1 The MCO shall have a Program Integrity Plan in place that has been approved by DHHS prior to the beginning of member enrollment in the MCO, and that shall include, at a minimum, the establishment of internal controls, policies, and procedures to prevent, detect, and deter fraud, waste, and abuse, as required in accordance with 42 CFR 455, 42 CFR 456, and 42 CFR 438.

24.1.2 The MCO shall have administrative and management arrangements or procedures, and a mandatory compliance plan, that are designed to guard against fraud, waste and abuse. The MCO procedures shall include, at a minimum, the following:

24.1.2.1 Written policies, procedures, and standards of conduct that articulate the MCO's commitment to comply with all applicable federal and State standards

24.1.2.2 The designation of a compliance officer and a compliance committee that are accountable to senior management

24.1.2.3 Effective training and education for the compliance officer and the MCO's employees

24.1.2.4 Effective lines of communication between the compliance officer and the MCO's employees

24.1.2.5 Enforcement of standards through well-publicized disciplinary guidelines

24.1.2.6 Provisions for internal monitoring and auditing

24.1.2.7 Provisions for prompt response to detected offenses, and for development of corrective action initiatives relating to the MCO's Agreement [42 CFR 438.608(a) and (b)]

24.1.3 The MCO shall establish a program integrity unit within the MCO comprised of experienced Fraud, Waste and Abuse reviewers. This unit shall have the primary purpose of preventing, detecting, investigating and reporting suspected Fraud, Waste and Abuse that may be committed by contracted providers, members, employees, subcontractors or other third parties with whom the MCO contracts .

24.1.4 The MCO shall report fraud, waste and abuse information to DHHS, which is responsible for such reporting to federal oversight agencies pursuant to [42 CFR 455.1(a)(1)].

24.1.5 The MCO shall provide full and complete information on the identity of each person or corporation with an ownership or controlling interest (five (5) percent or greater) in the MCO, or any sub-contractor in which the MCO has a five percent (5%) or greater ownership interest.

24.1.6 The MCO shall not knowingly be owned by, hire or contract with an individual who has been debarred, suspended, or otherwise excluded from participating in federal procurement activities or has an employment, consulting, or other Agreement with a debarred individual for the provision of items and services that are related to the entity's contractual obligation with the State.

24.1.7 As an integral part of the Integrity function, and in accordance with 42 CFR 455, 42 CFR 456, and 42 CFR 438, the MCO shall provide DHHS or its designee real time access to all of the MCO electronic encounter and claims data from the MCO's current claims reporting system. The MCO shall provide DHHS with the capability to access accurate, timely, and complete data as specified in section 22.5.15.

24.1.8 The MCO shall make claims and encounter data available to DHHS (and other State staff) using a reporting system that is compatible with DHHS' system(s).

24.1.9 The MCO and subcontractors shall cooperate fully with federal and State agencies in any investigations and subsequent legal actions.

24.1.10 The MCO shall have a written process approved by DHHS for Recipient Explanation of Medicaid Benefits, which shall include tracking of actions taken on positive responses. The fiscal agent sends out EOMB's and uses responses as means of determining if services were actually provided.

24.1.11 The MCO shall maintain an effective, overpayment recovery and tracking process, which shall include a means of confirming overpayment estimations, a formal process for documenting communication with providers, and a system for case management and tracking of audit findings, recoveries, and underpayments, This process will be reviewed as part of the MCO's first readiness review and is subject to DHHS approval.

24.1.12 The MCO shall provide DHHS with a quarterly report of all audits in process and completed during the quarter. The timing, format, and mode of transmission will be mutually agreed upon between DHHS and the MCO.

24.1.13 All fraud, waste and abuse reports submitted to DHHS shall be developed and submitted in a format and mode of delivery, mutually agreed upon between DHHS and the MCO. The report format at a minimum, shall:

24.1.13.1 Summarize all written and verbal fraud, waste and abuse related communications with providers;

24.1.13.2 Identify the number of claims targeted for review and recovery;
24.1.13.3 Identify the number of records requested from each provider;
24.1.13.4 Identify the number of cases with and without overpayments/underpayments;
24.1.13.5 Identify the number and types of letters sent to providers;
24.1.13.6 Identify the number of new appeals that are a result of Notices of Findings generated to providers following fraud, waste and abuse reviews;
24.1.13.7 Identify the number of hearings held, determinations and monetary reconciliations resulting from the above.
24.1.13.8 Identify the number of providers audited with identified results;
24.1.13.9 Identify the ICD-9-CM diagnosis and procedure codes billed, (or ICD-10-CM when implemented), for identified recoveries, and the frequency of the billed diagnoses and procedure codes, from high to low;
24.1.13.10 Identify CPT/HCPCS/REVENUE codes billed for identified recoveries from high to low and there frequency ; and
24.1.13.11 Identify the dollar amount identified and the dollar amount recovered from each provider or owed each provider.

24.1.14 In the event DHHS is unable to produce a desired Ad Hoc report through its access to the MCO's data as provided herein, DHHS shall request such Ad hoc report from the MCO and, within one (1) business day of receipt of such request, the MCO shall notify DHHS of the time required by the MCO to produce and deliver the Ad hoc report to DHHS, at no additional cost to DHHS.

24.1.15 The MCO shall be responsible for tracking, monitoring, and reporting specific reasons for claim adjustments and denials, by error type and by provider. As the MCO discovers incorrect billing trends with a particular provider/provider type, specific billing issue trends, or quality trends, it is the MCO's responsibility to reach out to the provider(s) and provide individualized or group training regarding the issues at hand. The MCO shall notify DHHS as this occurs, and discuss the most effective means of accomplishing this training.

24.1.16 DHHS reserves the right to conduct peer reviews of final program integrity audits completed by the MCO.

24.1.17 The MCO shall provide DHHS staff with access to appropriate on-site private work space to conduct DHHS's contract management reviews.

24.1.18 The MCO shall meet with DHHS monthly to discuss audit results and make recommendations for program improvements.

24.1.19 The MCO shall provide DHHS with an annual report of all audits in process and completed during the Agreement year within thirty (30) calendar days of the end of the Agreement year. The report shall consist of, at a minimum, an aggregate of the quarterly reports, as well as any recommendations by the MCO for future reviews, changes in the review process, and any other findings related to the review of claims for fraud, waste and abuse.

24.1.20 The MCO shall provide DHHS with a final report within thirty (30) calendar days following the termination of this Agreement. The final report format shall be developed jointly by DHHS and the MCO, and shall consist of an aggregate compilation of the data received in the quarterly reports.

24.1.21 The MCO shall refer all suspected Medicaid fraud cases to DHHS upon discovery, for referral to the Attorney General's Office, Medicaid Fraud Control Unit.

24.1.22 The MCO shall institute a Pharmacy Lock-In Program for members in accordance with the criteria established by DHHS

24.1.22.1 The MCO shall be responsible for performing a minimum of 6 months of claims review on any enrolled members who meet the Pharmacy Lock-In criteria approved by DHHS. If following the review, the MCO determines that a member meets the Pharmacy Lock-In criteria as established by DHHS, the MCO shall refer the case to DHHS for Lock-In status determination. DHHS shall send the MCO its Pharmacy Lock-In determination in writing within a time period established between DHHS and the MCO, along with a written explanation (justification). The MCO shall be responsible for all communications to members regarding the Pharmacy Lock-In determination.

24.1.23 MCOs may, with prior approval from the DHHS, implement Lock-In Programs for other medical services.

24.1.24 The MCO shall notify DHHS of any changes to members subject to lock-in programs, including, but not limited to; Medicaid eligibility status, changes in Pharmacy, extensions of lock-in and termination of lock-in.

24.1.25 The MCO shall provide DHHS with a monthly report regarding the Pharmacy Lock-In Program. Report format, design, and mode of transmission shall be mutually agreed upon between DHHS and the MCO.

24.1.26 The MCO shall provide a quarterly report to include: number of complaints of fraud and abuse made to DHHS that warrant preliminary or full investigation. For each instance, which is judged to warrant an investigation, the MCO will supply at a minimum: provider name/ID number, source of complaint, type of provider, nature of complaint, and approximate dollars involved, [42 CFR 455.17].

24.1.27 DHHS retains the right to determine disposition and retain settlements on cases investigated by the Medicaid Fraud Control Unit.

24.1.28 The MCO will allow access to all medical records and claims information to State and Federal agencies or contractors (i.e. NH Medicaid Fraud Unit, Recovery Audit Contractors (RAC) or the Medicaid Integrity Contractors (MIC)).

24.1.29 The MCO's MCIS system shall have specific processes and internal controls relating to fraud, waste and abuse in place, including, but not limited to the following areas:

24.1.29.1 Prospective claims editing

24.1.29.2 NCCI edits

24.1.29.3 Post-processing review of claims

24.1.29.4 Ability to pend any provider's claims for pre-payment review if the provider has shown evidence of credible fraud [42 CFR 455.21] in the Medicaid Program.

24.1.30 The MCO shall post and maintain DHHS approved information related to Fraud, Waste and Abuse on its website, including but not limited to provider notices, updates, policies, provider resources, contact information and upcoming educational sessions/webinars.

24.1.31 The MCO shall be subject to on-site reviews by DHHS, and shall comply within fifteen (15) calendar days with any and all DHHS documentation and records requests as a result of an on-site review.

24.1.32 DHHS shall conduct investigations related to suspected fraud, waste, and abuse cases, and reserves the right to pursue and retain recoveries for any and all types of claims older than six months for which the MCO does not have an active investigation.

24.1.33 DHHS and MCO program integrity staff shall meet monthly or more frequently as needed, to discuss areas of interest for past, current, and future investigations and to improve the effectiveness of fraud, waste, and abuse oversight activities.

24.1.34 DHHS shall validate the MCO performance on the program integrity scope of services via a mutually agreeable process, as set forth in 42 CFR 455 – Program Integrity.

24.1.35 DHHS shall establish performance measures to monitor the MCO compliance with the Program Integrity requirements set forth in this Agreement.

24.1.36 DHHS shall notify the MCO of any policy changes that impact the function and responsibilities required under this section of the Agreement.

24.1.37 DHHS shall notify the MCO of any changes within its agreement with its fiscal agent that may impact this section of this Agreement as soon as reasonably possible.

24.1.38 The MCO(s) shall report to DHHS all identified providers prior to being audited, to avoid duplication of on-going reviews with the RAC, MIC, MFCU and SURS.

24.1.39 The MCO(s) shall maintain appropriate record systems for services to members pursuant to 42 CFR 434.6(a)(7) and shall provide such information either through electronic data transfers or access rights by DHHS staff, or its designee, to MCO(s) data files. Such information shall include, but not be limited to:

24.1.39.1 Recipient – First Name, Last Name, DOB, gender, and identifying number

24.1.39.2 Provider Name and number (Performing and Referring)

24.1.39.3 Date of Service(s) Begin/End

24.1.39.4 Place Of Service

24.1.39.5 Billed amount/Paid amount

24.1.39.6 Paid date

24.1.39.7 Standard diagnosis codes (ICD-9-CM and ICD-10-CM), procedure codes (CPT/HCPCS), revenue codes and DRG codes, billing modifiers (include ALL that are listed on the claim)

24.1.39.8 Paid, denied, and adjusted claims
24.1.39.9 Recouped claims and reason for recoupment
24.1.39.10 Discharge status
24.1.39.11 Present on Admission (POA)
24.1.39.12 Length of Stay
24.1.39.13 Claim Type
24.1.39.14 Prior Authorization Information
24.1.39.15 Detail claim information vs. Summary information
24.1.39.16 Provider type
24.1.39.17 Category of Service
24.1.39.18 Admit time
24.1.39.19 Admit code
24.1.39.20 Admit source
24.1.39.21 Covered days
24.1.39.22 TPL information
24.1.39.23 Units of service
24.1.39.24 EOB
24.1.39.25 MCO ID#
24.1.39.26 Member MCO enrollment date
24.1.39.27 Member MCO enrollment #
24.1.39.28 Provider time in and time out for the specific service(s) provided
24.1.39.29 Data shall be clean, not scrubbed
24.1.39.30 And any other data deemed necessary by DHHS

25 Third Party Liability

DHHS and the MCO will cooperate in implementing cost avoidance and cost recovery activities. The rights and responsibilities of the parties relating to members and Third Party Payors are as follows:

25.1 MCO Cost Avoidance Activities

25.1.1 The MCO shall have primary responsibility for cost avoidance through the Coordination of Benefits (COB) relating to federal and private health insurance resources including, but not limited to, Medicare, private health insurance, Employees Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. 1396a(a)(25) plans, and workers compensation. The MCO must attempt to avoid initial payment of claims, whenever possible, when federal or private health insurance resources are available. To support that responsibility, the MCO must implement a file transfer protocol between the DHHS MMIS and the MCO's MCIS to receive Medicare and private insurance information and other information as required pursuant to 42 CFR 433.138. MCO shall require its subcontractors to promptly and consistently report COB information to the MCO.

25.1.2 The number of claims cost avoided by the MCO's claims system, including the amount of funds, the amounts billed, the amounts not collected, and the amounts denied, must be reported to DHHS in delimited text format.

25.1.3 The MCO shall maintain records of all COB collection efforts and results and report such information either through monthly electronic data transfers or access rights for DHHS to the MCO's data files. The data extract shall be in the delimited text format. Data elements may be subject to change during the course of the Agreement. The MCO shall accommodate changes required by DHHS and DHHS shall have access to all billing histories and other COB related data.

25.1.4 The MCO shall provide DHHS with a detailed claim history on a monthly basis of all paid claims based on a specific service date parameter requested for accident and trauma cases. These data shall be in the delimited text format. The claim history shall have, at a minimum, the following data elements;

- 25.1.4.1 Member name
- 25.1.4.2 Member ID
- 25.1.4.3 Dates of service
- 25.1.4.4 Claim unique identifier (transaction code number)
- 25.1.4.5 National Diagnosis Code
- 25.1.4.6 Diagnosis code description
- 25.1.4.7 National Drug Code
- 25.1.4.8 Drug code description
- 25.1.4.9 Amount billed by the provider
- 25.1.4.10 Amount paid by the MCO
- 25.1.4.11 Amount of other insurance recovery
- 25.1.4.12 Date claim paid
- 25.1.4.13 Performing provider

25.1.5 The MCO shall provide DHHS with a monthly file of COB collection effort and results. These data shall be in a delimited text format. The file should contain the following data elements:

- 25.1.5.1 Medicaid member name
- 25.1.5.2 Medicaid member ID
- 25.1.5.3 Insurance Carrier, other public payer, PBM, or benefit administrator ID
- 25.1.5.4 Insurance Carrier, other public payer, PBM, or benefit administrator name
- 25.1.5.5 Date of Service
- 25.1.5.6 Claim unique identifier (transaction code number)
- 25.1.5.7 Date billed to the insurance carrier, other public payer, PBM, or benefit administrator
- 25.1.5.8 Amount billed
- 25.1.5.9 Amount recovered
- 25.1.5.10 Denial reason code
- 25.1.5.11 Denial reason description
- 25.1.5.12 Performning provider

25.1.6 The MCO and its subcontractors shall not deny or delay approval of otherwise covered treatment or services based upon Third Party Liability considerations nor bill or pursue collection from a member for services. The MCO may neither unreasonably delay payment nor deny payment of claims unless the probable existence of Third Party Liability is established at the time the claim is adjudicated.

25.2 DHHS Cost Avoidance and Recovery Activities

25.2.1 DHHS shall be responsible for:

- 25.2.1.1 Medicare and insurance verification and submitting this information to the MCO;
- 25.2.1.2 Cost avoidance and pay and chase of those services that are excluded from the MCO;
- 25.2.1.3 Accident and trauma recoveries;
- 25.2.1.4 Lien, Adjustments and Recoveries and Transfer of Assets pursuant to § 1917 of the SSA;
- 25.2.1.5 Mail order co-pay deductible pharmacy program;
- 25.2.1.6 Veterans Administration benefit determination;
- 25.2.1.7 Health Insurance Premium Payment Program; and
- 25.2.1.8 Audits of MCO collection efforts and recovery.

25.3 Post-Payment Recovery Activities

25.3.1 Post-payment recoveries are categorized by (a) health-related insurance resources and (b) Other Resources.

25.3.2 Health-related insurance resources are ERISA health benefit plans, Blue Cross/Blue Shield subscriber contracts, Medicare, private health insurance, workers compensation, and health insurance contracts.

25.3.3 Other resources with regard to Third Party Liability include but are not limited to: recoveries from personal injury claims, liability insurance, first party automobile medical insurance, and accident indemnity insurance.

25.4 MCO Post Payment Activities

25.4.1 The MCO is responsible for pursuing, collecting, and retaining recoveries of health-related insurance resources, including a claim involving Workers' Compensation or where the liable party has improperly denied payment based upon either lack of a medically necessary determination or lack of coverage. The MCO is encouraged to develop and implement cost-effective procedures to identify and pursue cases that are susceptible or collection through either legal action or traditional subrogation and collection procedures.

25.4.2 The MCO shall be responsible for Reviewing claims for accident and trauma codes as required under 42 C.F.R. §433.138 (e). The MCO shall specify the guideline used in determining accident and trauma claims and establish a procedure to send the DHHS Accident Questionnaire to Medicaid members, postage pre-paid, when such potential claim is identified. The MCO shall

instruct members to return the Accident Questionnaire to DHHS. The MCO shall provide the guidelines and procedures to DHHS for review and approval prior to the first readiness review.

25.4.3 Due to potential time constraints involving accident and trauma cases and due to the large dollar value of many claims which are potentially recoverable by DHHS, the MCO must identify these cases before a settlement has been negotiated. Should DHHS fail to identify and establish a claim prior to settlement due to the MCO's untimely submission of notice of legal involvement where the MCO has received such notice, the amount of the actual loss of recovery shall be assessed against the MCO. The actual loss of recovery shall not include the attorney's fees or other costs, which would not have been retained by DHHS.

25.4.4 The MCO has 180 calendar days from the date of service of health-related insurance resources to initiate recovery and may keep any funds that it collects. The MCO must indicate its intent to recover on health-related insurance by providing to DHHS an electronic file of those cases that will be pursued. The cases must be identified and a file provided to DHHS by the MCO within 30 days of the date of discovery of the resource.

25.4.5 The MCO is responsible for pursuing, collecting, and retaining recoveries of health-related insurance resources where the liable party has improperly denied payment based upon either lack of a Medically Necessary determination or lack of coverage. The MCO is encouraged to develop and implement cost-effective procedures to identify and pursue cases which are susceptible to collection through either legal action or traditional subrogation and collection procedures.

25.5 DHHS Post Payment Recovery Activity

25.5.1 DHHS retains the sole and exclusive right to investigate, pursue, collect and retain all Other Resources, including accident and trauma. DHHS is assigned the MCO's subrogation rights to collect the "Other Resources" covered by this provision. Any correspondence or Inquiry forwarded to the MCO (by an attorney, provider of service, insurance carrier, etc.) relating to a personal injury accident or trauma-related medical service, or which in any way indicates that there is, or may be, legal involvement regarding the Recipient and the services which were provided, must be immediately forward to DHHS.

25.5.2 The MCO may neither unreasonably delay payment nor deny payment of Claims because they involved an injury stemming from an accident such as a motor vehicle accident, where the services are otherwise covered. Those funds recovered by DHHS under the scope of these "Other Resources" shall be retained by DHHS.

25.5.3 DHHS may pursue, collect and retain recoveries of all health-related insurance cases which are outstanding, that is, not identified by the MCO for recovery, after the later of nine (9) months from the date of service provided to the Member or six (6) months after the date of payment. Notification of intent to pursue, collect and retain health-related insurance is the sole responsibility of

the MCO, and cases not identified for recovery will become the sole and exclusive right of DHHS to pursue, collect and retain. The MCO must notify DHHS through the prescribed electronic file process of all outcomes for those cases identified for pursuit by the MCO.

25.5.4 Should DHHS lose recovery rights to any Claim due to late or untimely filing of a Claim with the liable third party, and the untimeliness in billing that specific Claim is directly related to untimely submission of Encounter Data or additional records under special request, or inappropriate denial of Claims for accidents or emergency care in casualty related situations, the amount of the unrecoverable Claim shall be assessed against the MCO.

26 Compliance with State and Federal Laws

26.1 General

26.1.1 The MCO, its subcontractors, and the providers with which they have Agreements with, shall adhere to all applicable federal and State laws, including subsequent revisions, whether or not included in this subsection [42 CFR 438.6; 42 CFR 438.100(a)(2); 42 CFR 438.100(d)].

26.1.2 The MCO shall ensure that safeguards at a minimum equal to federal safeguards (41 USC 423, section 27) are in place, providing safeguards against conflict of interest [§1923(d)(3) of the SSA; SMD letter 12/30/97].

26.1.3 The MCO shall comply with the following Federal and State Medicaid Statutes, Regulations, and Policies:

- 26.1.3.1 Medicare: Title XVIII of the Social Security Act, as amended; 42 U.S.C.A. §1395 et seq.
- 26.1.3.2 Related rules: Title 42 Chapter IV
- 26.1.3.3 Medicaid: Title XIX of the Social Security Act, as amended; 42 U.S.C.A. §1396 et seq. (specific to managed care: §§ 1902(a)(4), 1903(m), 1905(t), and 1932 of the SSA)
- 26.1.3.4 Related rules: Title 42 Chapter IV (specific to managed care: 42 CFR § 438; see also 431 and 435)
- 26.1.3.5 Children's Health Insurance Program (CHIP): Title XXI of the Social Security Act, as amended; 42 U.S.C. 1397;
  - 26.1.3.5.1 Regulations promulgated thereunder: 42 CFR 457
- 26.1.3.6 Patient Protection and Affordable Care Act of 2010
- 26.1.3.7 Health Care and Education Reconciliation Act of 2010, amending the Patient Protection and Affordable Care
- 26.1.3.8 American Recovery and Reinvestment Act
- 26.1.3.9 42 CFR 435; XX-YY, Chapter ZZ DHHS Eligibility Manual, NH Laws (RSAs), Regulations, State Plan?

26.1.4 The MCO will not release and make public statements or press releases concerning the program without the prior consent of DHHS.

26.1.5 The MCO shall comply with the Health Insurance Portability & Accountability Act of 1996 (between the State and the MCO, as governed by 45 C.F.R. Section 164.504(e)). Terms of the Agreement shall be considered binding

upon execution of this Agreement, shall remain in effect during the term of the Agreement including any extensions, and its obligations shall survive the Agreement.

26.2 Non-Discrimination

26.2.1 The MCO shall require its providers and subcontractors to comply with the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Title IX of the Education Amendments of 1972 (regarding education programs and activities), the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the regulations (45 C.F.R. Parts 80 & 84) pursuant to that Act, and the provisions of Executive Order 11246, Equal Opportunity, dated September 24, 1965, and all rules and regulations issued thereunder, and any other laws, regulations, or orders which prohibit discrimination on grounds of age, race, ethnicity, mental or physical disability, sexual or affectional orientation or preference, marital status, genetic information, source of payment, sex, color, creed, religion, or national origin or ancestry.

26.2.2 ADA Compliance

26.2.2.1 The MCO shall require its providers or subcontractors to comply with the requirements of the Americans with Disabilities Act (ADA). In providing health care benefits, the MCO shall not directly or indirectly, through contractual, licensing, or other arrangements, discriminate against Medicaid beneficiaries who are qualified disabled individuals covered by the provisions of the ADA. A "qualified individual with a disability" defined pursuant to 42 U.S.C. § 12131 is an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity (42 U.S.C. § 12131).

26.2.2.2 The MCO shall submit to DHHS a written certification that it is conversant with the requirements of the ADA, that it is in compliance with the law, and that it has assessed its provider network and certifies that the providers meet ADA requirements to the best of the MCO's knowledge. The MCO shall survey its providers of their compliance with the ADA using a standard survey document that will be developed by the State. Survey attestation shall be kept on file by the MCO and shall be available for inspection by the DHHS. The MCO warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the MCO to be in compliance with the ADA. Where applicable, the MCO shall abide by the provisions of Section 504 of the federal

Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, regarding access to programs and facilities by people with disabilities.

26.2.2.3 The MCO shall have written policies and procedures that ensure compliance with requirements of the Americans with Disabilities Act of 1990, and a written plan to monitor compliance to determine the ADA requirements are being met. The compliance plan shall be sufficient to determine the specific actions that will be taken to remove existing barriers and/or to accommodate the needs of members who are qualified individuals with a disability. The compliance plan shall include the assurance of appropriate physical access to obtain included benefits for all members who are qualified individuals with a disability including, but not limited to, street level access or accessible ramp into facilities; access to lavatory; and access to examination rooms.

26.2.2.4 The MCO shall forward to DHHS copies of all grievances alleging discrimination against members because of race, color, creed, sex, religion, age, national origin, ancestry, marital status, sexual or affectional orientation, physical or mental disability for review and appropriate action within three (3) business days of receipt by the MCO.

26.2.3 Non-Discrimination in Employment

26.2.3.1 The MCO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The MCO will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MCO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

26.2.3.2 The MCO will, in all solicitations or advertisements for employees placed by or on behalf of the MCO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

26.2.3.3 The MCO will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the MCO's commitments under Section 202 of

Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26.2.3.4 The MCO will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

26.2.3.5 The MCO will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

26.2.3.6 In the event of the MCO's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the MCO may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

26.2.3.7 The MCO will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The MCO will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the MCO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the MCO may request the United States to enter into such litigation to protect the interests of the United States.

26.2.4 Non-Discrimination in Enrollment

26.2.4.1 The MCO shall and shall require its providers and subcontractors to accept assignment of an member and not discriminate against eligible members because of race, color, creed, religion, ancestry, marital status, sexual orientation, national origin, age, sex, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, the Americans with Disabilities Act of

1990 (ADA), 42 U.S.C. § 12131 and rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulation.

26.2.4.2 The MCO shall and shall require its providers and subcontractors to not discriminate against eligible persons or members on the basis of their health or mental health history, health or mental health status, their need for health care services, amount payable to the MCO on the basis of the eligible person's actuarial class, or pre-existing medical/health conditions.

26.2.5 Non-Discrimination with Respect to Providers

26.2.5.1 The MCO shall not discriminate with respect to participation, reimbursement, or indemnification as to any provider who is acting within the scope of the provider's license or certification under applicable State law, solely on the basis of such license or certification or against any provider that serves high-risk populations or specializes in conditions that require costly treatment. This paragraph shall not be construed to prohibit an organization from including providers only to the extent necessary to meet the needs of the organization's members, from establishing any measure designed to maintain quality and control costs consistent with the responsibilities of the organization, or use different reimbursement amounts for different specialties or for different practitioners in the same specialty. If the MCO declines to include individual or groups of providers in its network, it shall give the affected providers written notice of the reason for the decision.

26.3 Changes in Law

26.3.1 The MCO shall implement appropriate system changes, as required by changes to federal and state laws or regulations.

27 Administrative Quality Assurance Standards

27.1 Claims Payment Standards

27.1.1 The MCO shall pay or deny ninety-five percent (95%) of clean claims within thirty (30) days of receipt, or receipt of additional information [42 CFR 447.46; 42 CFR 447.45(d)(2), (d)(3), (d)(5), and (d)(6)].

27.1.2 The MCO shall pay interest on any clean claims that are not paid within thirty (30) days at the interest rate published in the Federal Register in January of each year for the Medicare program.

27.1.3 The MCO shall pay or deny all claims within sixty (60) days of receipt.

27.1.4 Additional information necessary to process incomplete claims shall be requested from the provider within 30 days from the date of original claim receipt.

27.1.5 For purposes of this requirement, New Hampshire DHHS has adopted the claims definitions established by CMS under the Medicare program, which is are follows:

27.1.5.1 "clean" claim: a claim that does not have any defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment.

27.1.5.2 "incomplete" claim: a claim that is denied for the purpose of obtaining additional information from the provider.

27.1.6 Claims payment timeliness shall be measured from the received date, which is the date a paper claim is received in the MCO's mailroom or an electronic claim is submitted. The paid date is the date a payment check or electronic funds transfer is issued to the service provider. The denied date is the date at which the MCO determines that the submitted claim is not eligible for payment.

27.2 Quality Assurance Program

27.2.1 The MCO shall maintain an internal program to routinely measure the accuracy of claims processing for MCIS and report results to DHHS on a monthly basis. Monthly reporting shall be based on a review of a statistically valid sample of paid and denied claims determined with a ninety-five percent (95%) confidence level, +/- three percent (3%), assuming an error rate of three percent (3%) in the population of managed care claims.

27.2.2 The MCO shall implement Corrective Action Plans to identify any issues and/or errors identified during claim reviews and report resolution to DHHS.

27.3 Claims Financial Accuracy

27.3.1 Claims financial accuracy measures the accuracy of dollars paid to providers. It is measured by evaluating dollars overpaid and underpaid in relation to total paid amounts taking into account the dollar stratification of claims. The MCO shall pay ninety-nine percent (99%) of dollars accurately.

27.4 Claims Payment Accuracy

27.4.1 Claims payment accuracy measures the percentage of claims paid or denied correctly. It is measured by dividing the number of claims paid/denied correctly by the total claims reviewed. The MCO shall pay ninety-seven percent (97%) of claims accurately.

27.5 Claims Processing Accuracy

27.5.1 Claims processing accuracy measures the percentage of claims that are accurately processed in their entirety from both a financial and non-financial perspective; i.e., claim was paid/denied correctly and all coding was correct, business procedures were followed, etc. It is measured by dividing the total number of claims processed correctly by the total number of claims reviewed. The MCO shall process ninety-five percent (95%) of all claims correctly.

28 Privacy and Security of Members

28.1.1 The MCO shall be in compliance with privacy policies established by governmental agencies or by State or federal law.

28.1.2 The MCO shall provide sufficient security to protect the State and DHHS data in network, transit, storage, and cache.

28.1.3 In addition to adhering to privacy and security requirements contained in other applicable laws and statutes, the MCO shall execute as part of this Agreement a Business Associates Agreement governing the permitted uses and disclosure and security of Protected Health Information.

28.1.4 The MCO shall ensure that it uses and discloses individually identifiable health information in accordance with HIPAA privacy requirements in 45 CFR parts 160 and 164, subparts A and E, to the extent that these requirements are applicable [42 CFR 438.224]; complies with federal statutes and regulations governing the privacy of drug and alcohol abuse patient records (42 CFR, Part 2), and all applicable state statutes and regulations, including but not limited to: R.S.A. 167:30: protects the confidentiality of all DHHS records with identifying medical information in them.

28.1.5 With the exception of submission to the Comprehensive Healthcare Information System or other requirements of State or federal law, claims and member data on New Hampshire Medicaid members may not be released to any party without the express written consent of DHHS.

28.1.6 The MCO shall ensure that in the process of coordinating care, each member's privacy is protected consistent with the confidentiality requirements in 45 CFR parts 160 and 164. 45 CFR Part 164 specifically describes the requirements regarding the privacy of individually identifiable health information [42 CFR 438.208(b)(1), (2), and (3)].

29 Finance

29.1 Financial Standards

29.1.1 In compliance with 42 CFR 438.116, the MCO shall maintain a minimum level of capital as determined in accordance with New Hampshire NHID regulations, and any other relevant laws and regulations.

29.1.2 The MCO shall maintain a risk-based capital (RBC) ratio to meet or exceed the NHID regulations, and any other relevant laws and regulations.

29.1.3 With the exception of payment of a claim for a medical product or service that was provided to a member, and that is in accordance with a written Agreement with the provider, the MCO may not pay money or transfer any assets for any reason to an affiliate without prior approval from DHHS, if any of the following criteria apply:

29.1.3.1 RBC ratio was less than 2.0 for the most recent year filing, per R.S.A. 404-F:14 (III)

29.1.3.2 MCO was not in compliance with the NHID solvency requirement

29.1.4 The MCO shall notify DHHS within ten (10) calendar days when its Agreement with an independent auditor or actuary has ended and seek approval of, and the name of the replacement auditor or actuary, if any from DHHS.

29.1.5 The MCO shall maintain current assets, plus long-term investments that can be converted to cash within seven (7) calendar days without incurring a penalty of more than twenty percent (20%) that equal or exceed current liabilities.

29.1.6 The MCO shall not be responsible for DSH/GME (IME/DME) payments to hospitals. DSH and GME amounts are not included in capitation payments.

29.2 Capitation Payments

29.2.1 Capitation rates for the agreement period through June 30, 2013 are shown in Exhibit B and were determined as part of Agreement negotiations, any best and final offer process, and the DHHS actuary's soundness certification. For each of the subsequent years of the Agreement actuarially sound per member, per month capitated rates will be calculated and certified by the DHHS's actuary.

29.2.2 DHHS will make a monthly payment to the MCO for each member enrolled in the MCO's plan. The rates for the first year will be valid from the Program start date through June 30, 2013. After the first Agreement year, the capitation rates will be valid for 12 months, July 1st through June 30th. The capitation rates will be risk adjusted as follows:

29.2.2.1 The Chronic Illness and Disability Payment System and Medicaid Rx risk adjuster (CDPS + Rx) will be used to risk adjust MCO capitation payments. Risk adjustment will be calculated on a prospective basis. The MCO Adjusted Risk Factor will equal the average risk factor across all beneficiaries that the MCO enrolls divided by the average risk factor for the entire population that is eligible to enroll in the Care Management Program (FFS eligibles + MCO members).

29.2.2.2 A CDPS + Rx risk score will be developed for members with six (6) months or more of data (either FFS or managed care). For members with less than six (6) months data, a score equal to the average of those beneficiaries with scores in each cohort (i.e., the MCO-specific average or the FFS average) will be used.

29.2.2.3 CDPS + Rx risk scores and age/gender scores will be updated annually.

29.2.2.4 Age/gender scores are based upon the average score of individuals in the rate cell that the member has been assigned to.

29.2.2.5 The MCO adjusted Risk Factor will be set to 1.00 for payments in the first quarter of the first year. The most current available month's enrollment will be used to establish the MCO Adjusted Risk Factor at the beginning of each of the following three quarters.

29.2.3 The capitation payment will be made retrospectively with a two (2) month delay. For example, a payment will be made within five (5) business days of the first day in October 2012 for services provided in July 2012.

29.2.4 Capitation payment settlements will be made at three (3) month intervals. DHHS will recover capitation payments made for deceased members, or members who were later determined to be ineligible for Medicaid and/or for Medicaid managed care.

29.2.5 Capitation payments for members who became ineligible for services in the middle of the month will be prorated based on the number of days eligible in the month.

29.2.6 For each live birth, DHHS will make a one-time maternity kick payment to the MCO with whom the mother is enrolled on the date of birth. This payment is a global fee to cover all maternity expenses, including all delivery and postpartum care. In the event of a multiple birth DHHS will only make only one maternity kick payment. A live birth is defined in accordance with NH Vital Records reporting requirements for live births as specified in RSA 5-C.

29.2.7 For each live birth, DHHS will make a one-time newborn kick payment to the MCO with whom the mother is enrolled on the date of birth. This payment is a global fee to cover all newborn expenses incurred in the first two (2) months of life, including all hospital, professional, pharmacy, and other services. For example, the newborn kick payment will cover all services provided in July 2012 and August 2012 for a baby born any time in July 2012. Enrolled babies will be covered under the MCO capitated rates thereafter.

29.2.8 The MCO shall submit information on maternity and newborn events to DHHS. The MCO shall follow written policies and procedures, as developed by DHHS, for receiving, processing and reconciling maternity payments.

29.2.9 One percent (1.0%) of each member's capitation payment to the MCO will be withheld annually to support DHHS' quality performance benchmark incentive program. Incentives will be measured annually (first measurement period July 2012 – June 2013) and incentive payments will be distributed by the end of the following Agreement year. Further details of the Performance Incentive program are described in Section [20.6].

29.2.10 One percent (1.0%) of each member's capitation payment to the MCO will be withheld annually to support DHHS's payment reform incentive program. Details of the Incentive Program are described in Section 9.

29.2.11 DHHS will inform the MCO of any required program revisions or additions in a timely manner. DHHS may adjust the rates to reflect these changes as necessary to maintain actuarial soundness.

29.3 Financial Responsibility for Dual-Eligibles

29.3.1 The MCO shall pay any Medicare coinsurance and deductible amount up to what New Hampshire Medicaid would have paid for that service, whether or not the Medicare provider is included in the MCO's provider network. These payments are included in the calculated capitation payment.

29.4 Premium Payments

29.4.1 DHHS is responsible for collection of any premium payments from members. If the MCO inadvertently receives premium payments from members, it shall inform the member and forward the payment to DHHS.

29.5 Sanctions

29.5.1 If the MCO fails to comply with the financial requirements in section 29, DHHS may take any or all of the following actions:

- 29.5.1.1 Require the MCO to submit and implement a Corrective Action Plan
- 29.5.1.2 Suspend enrollment of members to the MCO after the effective date of sanction
- 29.5.1.3 Terminate the Agreement upon 45 days written notice
- 29.5.1.4 Apply liquidated damages according to Section 32

29.6 Medical Cost Accruals

29.6.1 The MCO shall establish and maintain an actuarially sound process to estimate Incurred But Not Reported (IBNR) claims.

29.7 Audits

29.7.1 The MCO shall allow DHHS and/or the NHID to inspect and audit any of the financial records of the MCO and its subcontractors. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their costs [42 CFR 438.6(g), SMM 2087.7; 42 CFR 434.6(a)(5)].

29.7.2 Within one hundred and twenty (120) calendar days or other mutually agreed upon date following the end of each of the MCO's fiscal years during which the MCO has been under this Agreement, the MCO shall provide DHHS a copy of its audited financial statements. Financial statements shall be submitted in either paper format or electronic format, provided that all electronic submissions shall be in PDF format or another read-only format that maintains the documents' security and integrity.

29.8 Member Liability

29.8.1 The MCO shall not hold its Medicaid members liable for:

- 29.8.1.1 The MCO's debts, in the event of the MCO's insolvency [42 CFR 438.116(a); SMM 2086.6];
- 29.8.1.2 The covered services provided to the member, for which the State does not pay the MCO;
- 29.8.1.3 The covered services provided to the member, for which the State, or the MCO does not pay the individual or health care provider that

furnishes the services under a contractual, referral, or other arrangement; or

29.8.1.4 Payments for covered services furnished under a Agreement, referral, or other arrangement, to the extent that those payments are in excess of the amount that the member would owe if the MCO provided those services directly [§1932(b)(6) of the SSA; 42 CFR 438.106(a), (b) and (c); 42 CFR 438.6(l); 42 CFR 438.230; 42 CFR 438.204(a); SMD letter 12/30/97].

29.8.2 Subcontractors and referral providers may not bill members any amount greater than would be owed if the entity provided the services directly [§1932(b)(6) of the SSA; 42 CFR 438.106(c); 42 CFR 438.6(l); 42 CFR 438.230; 42 CFR 438.204(a); SMD letter 12/30/97].

29.8.3 The MCO shall cover continuation of services to members for duration of period for which payment has been made, as well as for inpatient admissions up until discharge during insolvency [SMM 2086.6B].

29.9 Denial of Payment

29.9.1 Payments provided for under the Agreement will be denied for new members when, and for so long as, payment for those members is denied by CMS in accordance with the requirements in [§1903(m)(5)(B)(ii) of the SSA; 42 CFR 438.726(b); 42 CFR 438.730(e)].

29.10 Federal Matching Funds

29.10.1 Federal matching funds are not available for amounts expended for providers excluded by Medicare, Medicaid, or Children's Health Insurance Program (CHIP), except for emergency services [42 CFR 431.55(h) and 42 CFR 438.808; 1128(b)(8) and §1903(i)(2) of the SSA; SMD letter 12/30/97]. Payments made to such providers are subject to recoupment from the MCO by DHHS.

30 Termination

30.1 Transition Assistance

Upon receipt of notice of termination of this Agreement by DHHS, the MCO shall provide any transition assistance reasonably necessary to enable DHHS or its designee to effectively close out this Agreement and move the work to another vendor or to perform the work itself.

30.1.1 Transition Plan

30.1.1.1 MCO must prepare a Transition Plan which is acceptable to and approved by DHHS to be implemented between receipt of notice and the termination date.

30.1.2 Data

30.1.2.1 The MCO shall be responsible for the provision of necessary information and records, whether a part of the MCIS or compiled

and/or stored elsewhere, to DHHS and/or its designee during the closeout period to ensure a smooth transition of responsibility. DHHS and/or its designee shall define the information required during this period and the time frames for submission.

30.1.2.2 All data and information provided by the MCO shall be accompanied by letters, signed by the responsible authority, certifying to the accuracy and completeness of the materials supplied. The MCO shall transmit the information and records required within the time frames required by DHHS. DHHS shall have the right, in its sole discretion, to require updates to these data at regular intervals.

30.2 Service Authorization

30.2.1 Effective fourteen (14) calendar days prior to the last day of the closeout period, the MCO shall work cooperatively with DHHS and/or its designee to process service authorization requests received. The MCO shall be financially responsible for approved requests when the service is provided on or before the last day of the closeout period or if the service is provided through the date of discharge or thirty-one (31) days after the cancellation or termination of this Agreement for members who remain hospitalized after the last day of the transition period. Disputes between the MCO and DHHS and/or its designee regarding service authorizations shall be resolved by DHHS.

30.2.2 The MCO shall give notice on the date that the timeframes expire when service authorization decisions not reached within the timeframes for either standard or expedited service authorizations. Untimely service authorizations constitute a denial and are thus adverse actions [42 CFR 438.404(c)(5)].

30.3 Termination for Cause

30.3.1 DHHS shall have the right to terminate this Agreement, without liability to the State, in whole or in part if the MCO [42 CFR 438.610(c)(3); 42 CFR 434.6(a)(6)]:

30.3.1.1 Takes any action or fails to prevent an action that threatens the health, safety or welfare of any member, including significant marketing abuses;

30.3.1.2 Takes any action that threatens the fiscal integrity of the Medicaid program;

30.3.1.3 Has its certification suspended or revoked by any federal agency and/or is federally debarred or excluded from federal procurement and/or non-procurement Agreement;

30.3.1.4 Materially breaches this Agreement or fails to comply with any term or condition of this Agreement that is not cured within twenty (20) business days of DHHS' notice and written request for compliance;

30.3.1.5 Violates state or federal law or regulation;

30.3.1.6 Fails to carry out the substantive terms of this Agreement that is not cured within twenty (20) business days of DHHS's notice and written request for compliance;

30.3.1.7 Becomes insolvent;

30.3.1.8 Fails to meet applicable requirements in sections §1932, §1903 (m) and §1905(t) of the SSA [42 CFR 438.708]. In the event of a termination by DHHS pursuant to 42 CFR 438.708, DHHS shall provide the MCO with a pre-termination hearing in accordance with 42 CFR 438.710;

30.3.1.9 Received a "going concern" finding in an annual financial report or indications that creditors are unwilling or unable to continue to provide goods, services or financing or any other indication of insolvency; or

30.3.1.10 Brings a proceeding voluntarily, or has a proceeding brought against it involuntarily, under the Bankruptcy Act.

30.3.1.11 Fails to correct significant failures in carrying out the substantive terms of this Agreement that is not cured within twenty (20) business days of DHHS's notice and written request for compliance.

30.3.2 If DHHS terminates this Agreement for cause, the MCO shall be responsible to DHHS for all reasonable costs incurred by DHHS, the State of New Hampshire, or any of its administrative agencies to replace the MCO. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonable attributable to the MCO's failure to perform any service in accordance with the terms of this Agreement.

30.4 Termination for Other Reasons

30.4.1 Either party may terminate this Agreement upon a breach by a party of any material duty or obligation hereunder which breach continues unremedied for sixty (60) days after written notice thereof by the other party.

30.4.2 DHHS may terminate this Agreement after written notice thereof to the MCO in the event the MCO fails to accept the actuarially sound capitation rates established by DHHS for Year 2 or later of the program. In the event of such termination, the MCO shall accept the lesser of the most recently agreed to capitation rates or the new annual capitation rate for each rating category as payment in full for Covered Services and all other services required under this Agreement delivered to Members until all Members have been disenrolled from the MCO's plan consistent with any mutually agreed upon transition plans to protect Members.

30.5 Survival of terms.

Termination or expiration of this Contract for any reason will not release either Party from any liabilities or obligations set forth in this Contract that:

30.5.1 The Parties have expressly agreed shall survive any such termination or expiration; or

30.5.2 Arose prior to the effective date of termination and remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

30.6 Notice of Hearing

Except because of change in circumstances or in the event DHHS terminates this Agreement pursuant to subsections (1), (2), (3) or (10 of Section 30.3.1, DHHS shall give the MCO ninety (90) days advance, written notice of termination of this Agreement and shall provide the MCO with an opportunity to protest said termination and/or request an informal hearing in accordance with 42 CFR 438.710. This notice shall specify the applicable provisions of this Agreement and the effective date of termination, which shall not be less than will permit an orderly disenrollment of members to the Medicaid FFS program or transfer to another MCO.

31 Agreement Closeout

31.1 Period

31.1.1 A closeout period shall begin one-hundred twenty (120) calendar days prior to the last day the MCO is responsible for coverage of specific beneficiary groups or operating under this Agreement. During the closeout period, the MCO shall work cooperatively with, and supply program information to, any subsequent MCO and DHHS. Both the program information and the working relationships between the two MCOs shall be defined by DHHS.

31.2 Data

31.2.1 The MCO shall be responsible for the provision of necessary information and records, whether a part of the MCIS or compiled and/or stored elsewhere, to the new MCO and/or DHHS during the closeout period to ensure a smooth transition of responsibility. The new MCO and/or DHHS shall define the information required during this period and the time frames for submission.

31.2.2 All data and information provided by the MCO shall be accompanied by letters, signed by the responsible authority, certifying to the accuracy and completeness of the materials supplied. The MCO shall transmit the information and records required under this Article within the time frames required by DHHS. DHHS shall have the right, in its sole discretion, to require updates to these data at regular intervals.

31.3 Service Authorizations

31.3.1 Effective 14 calendar days prior to the last day of the closeout period, the MCO shall work cooperatively with the new MCO to process service

authorization requests received. The MCO shall be financially responsible for approved requests when the service is provided on or before the last day of the closeout period or if the service is provided through the date of discharge or thirty-one (31) days after the cancellation or termination of this Agreement for members who remain hospitalized after the last day of the transition period. Disputes between the MCO and the new MCO regarding service authorizations shall be resolved by DHHS.

31.3.2 The MCO shall give notice on the date that the timeframes expire when service authorization decisions not reached within the timeframes for either standard or expedited service authorizations. Untimely service authorizations constitute a denial and are thus adverse actions [42 CFR 438.404(c)(5)].

32 Remedies

32.1 Reservation of Rights and Remedies

32.1.1 A material default or breach in this Agreement will cause irreparable injury to DHHS. In the event of any claim for default or breach of this Agreement, no provision of this Agreement shall be construed, expressly or by implication, as a waiver by the State of New Hampshire to any existing or future right or remedy available by law. Failure of the State of New Hampshire to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the MCO from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the State of New Hampshire to insist upon the strict performance of this Agreement. In addition to any other remedies that may be available for default or breach of the Agreement, in equity or otherwise, DHHS may seek injunctive relief against any threatened or actual breach of this Agreement without the necessity of proving actual damages. DHHS reserves the right to recover any or all administrative costs incurred in the performance of this Agreement during or as a result of any threatened or actual breach.

32.2 Liquidated Damages

32.2.1 DHHS and the MCO agree that it will be extremely impracticable and difficult to determine actual damages that DHHS will sustain in the event the MCO fails to maintain the required performance standards indicated below throughout the life of this Agreement. Any breach by the MCO will delay and disrupt DHHS's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

32.2.2 Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to DHHS. Except and to the extent

expressly provided herein, DHHS shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

32.2.3 DHHS shall make all assessments of liquidated damages. Should DHHS determine that liquidated damages may, or will be assessed, DHHS shall notify the MCO as specified in Section 32.9 of this Agreement.

32.2.4 The MCO shall submit a written Corrective Action Plan to DHHS, within five business days of notification, for review and approval prior to implementation of corrective action.

32.2.5 The MCO agrees that as determined by DHHS, failure to provide services meeting the performance standards below will result in liquidated damages as specified. The MCO agrees to abide by the Performance Standards and Liquidated Damages specified, provided that DHHS has given the MCO data required to meet performance standards in a timely manner. DHHS's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

32.2.6 The remedies specified in this Section shall apply until the failure is cured or an resulting dispute is resolved in the MCO's favor.

32.2.7 Liquidated damages may be assessed for each day, incidence or occurrence, as applicable, of a violation or failure.

32.2.8 The amount of liquidated damages assessed by DHHS to the MCO shall not exceed 3% of total expected yearly capitated payments, based on average annual membership from start date, for the MCO.

32.3 Category 1

Liquidated damages up to $100,000 per violation or failure may be imposed for Category 1 events. Category 1 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.3.1 Acts that discriminate among Members on the basis of their health status or need for health care services. This includes termination of enrollment or refusal to re-enroll an enrollee, except as permitted under law or under this Agreement, or any practice that would reasonably be expected to discourage enrollment by an enrollee whose medical condition or history indicates probable need for substantial future medical services. [42 CFR 700(b)(3) and 42 CFR 704(b)(2)]

32.3.2 A determination by DHHS that a recipient was not enrolled because of a discriminatory practice; $15,000 for each recipient subject to the $100,000 overall limit in 42 CFR 704(b)(2).

32.3.3 Misrepresentations of actions or falsifications of information furnished to CMS or the State.

32.3.4 Failure to comply with material requirements in this Agreement.

32.3.5 Failure to provide medically necessary services that the MCO is required to provide under law, or under this Agreement, to a member covered under this Agreement.

32.3.6 Failure to meet the Administrative Quality Assurance Standards specified in Section 25 of this Agreement.

32.3.7 Failure of the MCO to assume full operation of its duties under this Agreement in accordance with the implementation and transition timeframes specified herein.

32.4 Category 2

Liquidated damages up to $25,000 per violation or failure may be imposed for Category 2 events. Category 2 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.4.1 Misrepresentation or falsification of information furnished to a member, potential member, or health care provider.

32.4.2 Distribution, directly, or indirectly, through any agent or independent MCO, marketing materials that have not been approved by the State or that contain false or materially misleading information.

32.4.3 Violation of any other applicable requirements of section 1903(m) or 1932 of the Social Security Act and any implementing regulations.

32.4.4 Imposition of premiums or charges on members that are in excess of the premiums or charges permitted under the Medicaid program; a maximum of $25,000 or double the amount of the charges, whichever is greater. The State will deduct the amount of the overcharge and return it to the affected member.

32.4.5 Failure to resolve member Appeals and Grievances within the timeframes specified in Section 17 of this Agreement.

32.4.6 Failure to ensure client confidentiality in accordance with 42 CFR 166 and 45 CFR 164; an incident of non-compliance shall be assessed as per member and/or per HIPAA regulatory violation.

32.4.7 Violation of a subcontracting requirement in this Agreement.

32.5 Category 3

Liquidated damages up to $10,000 per violation or failure may be imposed for Category 3 events. Category 3 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.5.1 Late, inaccurate, or incomplete turnover or termination deliverables.

32.6 Category 4

Liquidated damages up to $5,000 per violation or failure may be imposed for Category 4 events. Category 4 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.6.1 Failure to meet staffing requirements as specified in Section 6.

32.6.2 Failure to submit reports not otherwise addressed in this Section within the required timeframes.

32.7 Category 5

Liquidated damages as specified below may be imposed for Category 5 events. Category 5 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.7.1 Failure to provide a sufficient number of providers in order to ensure member access to all covered services and to meet the geographic access standards and timely access to service delivery specified in this Agreement:

32.7.1.1 $1,000 per day per occurrence until correction of the failure or approval by DHHS of a Corrective Action Plan;

32.7.1.2 $100,000 per day for failure to meet the requirements of the approved Corrective Action Plan.

32.7.2 Failure to submit readable, valid health care data derived from Claims, Pharmacy or Encounter data in the required form or format, and timeframes required by the terms of this Agreement:

32.7.2.1 $5,000 for each day the submission is late;

32.7.2.2 for submissions more than 30 calendar days late, DHHS reserves the right to withhold five percent (5%) of the aggregate capitation payments made to the MCO in that month until such time as the required submission is made.

32.7.3 Failure to implement the Disaster Recovery Plan (DRP):

32.7.3.1 Implementation of the DRP exceeds the proposed time by two (2) or less Calendar Days: five thousand dollars ($5,000) per day up to day 2.

32.7.3.2 Implementation of the DRP exceeds the proposed time by more than two (2) and up to five (5) Calendar Days: ten thousand dollars ($10,000) per day beginning with day 3 and up to day 5.

32.7.3.3 Implementation of the DRP exceeds the proposed time by more than five (5) and up to ten (10) Calendar Days: twenty five thousand dollars ($25,000) per day beginning with day 6 and up to day 10.

32.7.3.4 Implementation of the DRP exceeds the proposed time by more than ten (10) Calendar Days: fifty thousand dollars ($50,000) per day beginning with day 11.

32.7.4 Unscheduled system unavailability occurring during a continuous five (5) business day period:

32.7.4.1 Greater than or equal to two (2) and less than twelve (12) hours cumulative; up to one hundred twenty-five dollars ($125) for each thirty (30) minutes or portions thereof.

32.7.4.2 Greater than or equal to twelve (12) and less than twenty-four (24) hours cumulative; up to two hundred fifty dollars ($250) for each thirty (30) minutes or portions thereof.

32.7.4.3 Greater than or equal to twenty-four (24) hours cumulative; up to five hundred dollars ($500) for each thirty (30) minutes or portions thereof up to a maximum of twenty-five thousand dollars ($25,000) per occurrence.

32.7.5 Failure to correct a system problem not resulting in system unavailability within the allowed timeframe:

32.7.5.1 One (1) to fifteen (15) calendar days late; two hundred and fifty dollars ($250) per calendar day for days 1 through 15.

32.7.5.2 Sixteen (16) to thirty (30) calendar days late; five hundred dollars ($500) per calendar day for days 16 through 30.

32.7.5.3 More than thirty (30) calendar days late; one thousand dollars ($1,000) per calendar day for days 31 and beyond.

32.7.6 Failure to meet telephone hotline performance standards:

32.7.6.1 One thousand dollars ($1,000) for each percentage point that is below the target answer rate of ninety percent (90%) in thirty (30) seconds.

32.7.6.2 One thousand dollars ($1,000) for each percentage point that is above the target of a one percent (1%) blocked call rate.

32.7.6.3 One thousand dollars ($1,000) for each percentage point that is above the target of a five percent (5%) abandoned call rate.

32.7.7 The MCO shall resolve at least ninety-eight percent (98%) of member appeals within 30 calendar days from the date the appeal was filed with the MCO

32.8 Suspension of Payment

32.8.1 Payment of capitation payments shall be suspended when;

32.8.1.1 The MCO fails to cure a default under this Agreement within thirty (30) days of notification

32.8.1.2 Failure to submit Encounter data

32.8.1.3 Failure to submit Pharmacy data

32.8.1.4 Failing to act on identified Corrective Action Plan

32.8.1.5 Failure to implement approved program management or implementation plans.

32.8.1.6 Failure to submit or act on any transition plan, or corrective action plan, as specified in this Agreement.

32.8.1.7 Upon correction of the deficiency or omission, capitation payments shall be reinstated.

32.9 Administrative and other remedies

In addition to other liquidated damages described in Category 1-5 events, DHHS may impose the following other remedies:

32.9.1 Appointment of temporary management of the MCO, as provided in 42 CFR 438.706, if DHHS finds that the MCO has repeatedly failed to meet substantive requirements in Section 1903(m) or Section 1932 of the Social Security Act.

32.9.2 Suspending enrollment of new members and/or changing auto-assignment of new members to the MCO.

32.9.3 Granting members the right to terminate enrollment without cause and notifying affected members of their right to disenroll.

32.9.4 Suspension of payment to the MCO for members enrolled after the effective date of the remedies and until CMS or DHHS is satisfied that the reason for imposition of the remedies no longer exists and is not likely to occur.

32.9.5 Termination of the Agreement if the MCO fails to carry out the substantive terms of the Agreement or fails to meet the applicable requirements in Section 1903(m) or Section 1932 of the Social Security Act.
32.9.6 Civil monetary fines in accordance with 42 CFR 438.704.
32.9.7 Additional remedies allowed under State statute or regulation that address area of non-compliance specified in 42 CFR 438.700.

32.10 Notice of remedies

Prior to the imposition of either liquidated damages or any other remedies under this Agreement, including termination for breach, with the exception of requirements related to the Implementation Plan, DHHS will issue written notice of remedies that will include, as applicable, the following:
32.10.1 A citation to the law, regulation or Agreement provision that has been violated.
32.10.2 The remedies to be applied and the date the remedies shall be imposed.
32.10.3 The basis for DHHS's determination that the remedies shall be imposed.
32.10.4 Request for a Corrective Action Plan.
32.10.5 The timeframe and procedure for the MCO to dispute DHHS's determination. An MCO's dispute of a liquidated damage or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
32.10.6 If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the MCO's favor.

33 Dispute Resolution Process

33.1 Informal Dispute Process

In connection with any action taken or decision made by DHHS with respect to this Agreement, within ninety (90) days following the action or decision, the MCO may protest such action or decision by the delivery of a notice of protest to DHHS and by which the MCO may protest said action or decision and/or request an informal hearing with the New Hampshire Medicaid Director. The MCO shall provide DHHS with an explanation of its position protesting DHHS's action or decision. The Director will determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issue(s). It is understood that the presentation and discussion of the disputed issue(s) will be informal in nature. The Director will provide written notice of the time, format and location of the presentations. At the conclusion of the presentations, the Director will consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) calendar days after the conclusion of the presentation. The Director may appoint a designee to hear and determine the matter.

33.2 No Waiver

The MCO's exercise of its rights under Section 33.1 shall not limit, be deemed a waiver of, or otherwise impact the parties' rights or remedies otherwise available under law or

this Agreement, including but not limited to the MCO's right to appeal a decision of DHHS under RSA chapter 541-A or any applicable provisions of the N.H. Code of Administrative Rules, including but not limited to Chapter He-C 200 Rules of Practice and Procedure.

34 Confidentiality

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

It is understood that DHHS may, in the course of carrying out its responsibilities under this Agreement, have or gain access to confidential or proprietary data or information owned or maintained by the MCO. Insofar as the MCO seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the MCO must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. The MCO acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by the MCO as confidential, DHHS shall notify the MCO and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the MCO's responsibility and at the MCO's sole expense. If the MCO fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the MCO without incurring any liability to the MCO.

This Agreement is reimbursed on a per member per month capitation rate for the Agreement term, subject to all conditions contained within Exhibit A. Accordingly, no maximum or minimum product volume is guaranteed. Any quantities set forth in this contract are estimates only. The contractor agrees to serve all members in each category of eligibility who enroll with this contractor for covered services. Capitation payment rates are as follows:

Capitation Payment

Eligibility Category	Capitation Rates
Low Income Children and Adults -Age 2-11 Months	$ 176.03
Low Income Children and Adults -Age 1-5 Years	$ 101.68
Low Income Children and Adults -Age 6-13 Years	$ 148.09
Low Income Children and Adults -Female Age 14-18 Years	$ 184.03
Low Income Children and Adults -Male Age 14-18 Years	$ 166.97
Low Income Children and Adults -Female Age 19-44 Years	$ 344.91
Low Income Children and Adults -Male Age 19-44 Years	$ 263.72
Low Income Children and Adults -Age 45+ Years	$ 445.68
Foster Care / Adoption	$ 400.08
Breast and Cervical Cancer Program	$ 1,149.27
Severely Disabled Children	$ 1,187.31
Disabled Adults -Female Age 19-44 Years, Medicaid Only	$ 864.59
Disabled Adults -Male Age 19-44 Years, Medicaid Only	$ 854.85
Disabled Adults -Age 45+ Years, Medicaid Only	$ 1,164.74
Old Age Assistance Program -Medicaid Only – Non-Nursing Home Residents	$ 724.42
Nursing Home Residents -Medicaid Only	$ 1,528.78
Nursing Home Residents -Dual Eligibles	$ 77.55
Dual Eligibles -Age 0-44	$ 395.25
Dual Eligibles -Age 45-64	$ 519.63
Dual Eligibles -Age 65+	$ 241.77
Newborn Kick Payment	$ 1,923.73
Maternity Kick Payment	$ 2,746.77

Price Limitation. This Agreement is one of multiple contracts that will serve the New Hampshire Medicaid Care Management Program. The estimated member months, for year one of the Agreement, to be served among all contracts is 1,385,347. Accordingly, the price limitation among all contracts, for year one of the Agreement, based on the projected members per month is $381,923,030.

Invoicing. Invoices shall be submitted and will be paid based on the terms outlined in Exhibit A. Invoices for services shall be sent to the following address. The MCO shall be notified in writing should this information change during the course of the contract:

Attn: Medicaid Finance Director
New Hampshire Medicaid Managed Care Program
129 Pleasant Street
Concord, NH 03304

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 and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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

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

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

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

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

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

7. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   7.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   7.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   7.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

8. Audit: if applicable Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   8.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   8.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor

that the Contractor shall be held liable for any state or federal audit exceptions that are the responsibility of the Contractor and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

11. Publicity.
    11.1. MCO may use the name of DHHS, the State of New Hampshire, any DHHS Agency, and the name of the DHHS Medicaid Care Management Program in any media release, public announcement, or public disclosure relating to the Agreement or its subject matter only if, at least seven (7) calendar days prior to distributing the material, the MCO submits the information to DHHS for review and comment. If DHHS has not responded within seven (7) calendar days, the MCO may use the submitted

information. DHHS reserves the right to object to and require changes to the publication if, at DHHS's sole discretion, it determines that the publication does not accurately reflect the terms of the Agreement or the MCO's performance under the Agreement. .

11.2. MCO will provide DHHS with one (1) electronic copy of any information described in this Section prior to public release. MCO will provide additional copies, including hard copies, at the request of DHHS.

11.3. The requirements of this Section do not apply to:

11.3.1. proposals or reports submitted to DHHS, an administrative agency of the State of New Hampshire, or a governmental agency or unit of another state or the federal government;

11.3.2. information concerning the Agreement's terms, subject matter, and estimated value:

11.3.2.1. in any report to a governmental body to which the MCO is required by law to report such information, or

11.3.2.2. that the MCO is otherwise required by law to disclose.

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

13. Subparagraph 4 of the General Provision of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon appropriation continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State the liable for any payments hereunder in excess of

appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall the have the right to withhold payment until such fund become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account in the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

14. Paragraph 9 of the General Provisions, Data/Access/Confidentiality/Preservation, the following is added as subparagraph 9.3:

Notwithstanding the foregoing, for purposes of this Agreement, the word "data" shall not mean and expressly excludes all, materials, information, processes and programs that are owned by or proprietary to Contractor or that are licensed to Contractor by a third party, including any modifications or enhancements thereto.

15. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement any time for any reason, at the sole discretion of the State, 30 days after giving the Contract written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of the clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the

proposed communications in its Transition Plan submitted to the State as described above.

16. Subparagraph 14 of the General Provisions of this contract, Insurance, is amended by adding the following language:

14.4 MCO shall carry insurance to protect against the cost associated with potential data exposure or loss. This policy shall be no less than one million USD ($1,000,000) per breach incident.

SPECIAL PROVISIONS – DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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;

Contractor Initials: SKo
Date: 3/15/2012

(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)

2 Copley Place, Suite 600, Boston, MA 02116

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

Boston Medical Center Health Plan, Inc. From: 7/1/2011 To: 6/30/2013
(Contractor Name) (Period Covered by this Certification)

Scott F. O'Gorman, President
(Name & Title of Authorized Contractor Representative)

Scott F. O'G 3/15/2012
(Contractor Representative Signature) (Date)

Contractor Initials: SRO
Date: 3/15/2012

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: July 1, 2011 through June 30, 2013

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

(Contractor Representative Signature)	Scott F. O'Gorman, President (Authorized Contractor Representative Name & Title)
Boston Medical Center Health Plan, Inc. (Contractor Name)	March 15, 2012 (Date)

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.

Contractor Initials: SMCO

Date: 3/15/2012

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 (l)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: SKV

Date: 3/15/2012

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)	Scott F. O'Gorman, President (Authorized Contractor Representative Name & Title)
Boston Medical Center Health Plan, Inc. (Contractor Name)	March 15, 2012 (Date)

Contractor Initials: SFO

Date: 3/15/2012

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)	Scott F. O'Gorman, President (Authorized Contractor Representative Name & Title)
Boston Medical Center Health Plan, Inc. (Contractor Name)	March 15, 2012 (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.

[signature]	Scott F. O'Gorman, President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Boston Medical Center Health Plan, Inc.	March 15, 2012
(Contractor Name)	(Date)

Contractor Initials: SFO

Date: 3/15/2012

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

Contractor Initials: SKB
Date: 3/15/2012

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: SKW
Date: 3/15/2012

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

DHHS/DCBCS/BEAS	Boston Medical Center Health Plan, Inc.
The State Agency Name	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
NAF Name of Authorized Representative	Scott F. O'Gorman Name of Authorized Representative
NAF Commissioner Title of Authorized Representative	President Title of Authorized Representative
Date	March 15, 2012 Date

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.

	Scott F. O'Gorman
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Boston Medical Center Health Plan, Inc.	March 15, 2012
(Contractor Name)	(Date)

Contractor initials: SFO
Date: 3/15/2012

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: 10-315-6092

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?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

EXHIBIT K

MCO'S PROGRAM MANAGEMENT PLAN

To be included pursuant to Section 7 of Exhibit A.

EXHIBIT L

MCO'S IMPLEMENTATION PLAN

To be included pursuant to Section 7 of Exhibit A.

The MCO's RFP (#12-DHHS-CM-01) Technical Proposal, including any addenda, submitted by the MCO is hereby incorporated.

MCO Encounter, Member, and Provider Data Sets

Data Element	Medical	Pharmacy	Member	Provider
Allowed amount	x	x		
Billed/Charge Amount	x	x		
Billing Provider City Name	x	x		x
Billing Provider Country Name	x	x		x
Billing Provider Location City Name	x	x		x
Billing Provider Location State or Province	x	x		x
Billing Provider Location Street Address	x	x		x
Billing Provider Location ZIP Code	x	x		x
Billing Provider Medicaid ID	x	x		x
Billing Provider Name	x	x		x
Billing Provider NPI	x	x		x
Billing Provider Payer ID	x	x		x
Billing Provider Specialty	x	x		x
Billing Provider State or Province	x	x		x
Billing Provider Street Address	x	x		x
Billing Provider Tax ID				x
Billing Provider Telephone Number				x
Billing Provider Type (e.g., hospital, optometrist)	x	x		x
Billing Provider ZIP Code	x	x		x
Category/Type of Service (e.g., 'Physician') universal across claim types to be defined in conjunction with DHHS, standard across MCOs)	x	x		
Charge Amount	x	x		
Claim Adjudication Date	x	x		
Claim ID	x	x		
Claim Line Number	x	x		
Claim Paid Date	x	x		
Claim Transaction Status (e.g., paid, denied)	x	x		
Claim Transaction Type (e.g., adjusted claim, void)	x	x		
Claim Type (e.g., drug, medical)	x	x		
Claim Version	x	x		
Co-pay Amount	x	x		
Date Claim Received	x	x		
Date of Service – From	x	x		
Date of Service – Through	x	x		
Date Service Approved	x	x		
Diagnosis Codes Principal and Other - MCO to Provide All Submitted by Providers	x			
Discharge Date	x			
Dual Medicare Status at Service Date of Claim	x	x		
E-Code	x			
EOB Codes	x			
Facility Type - Professional	x			
Institutional - Admission Date	x			
Institutional - Admission Hour	x			

Data Element	Medical	Pharmacy	Member	Provider
Institutional - Admission Source	x			
Institutional - Admission Type	x			
Institutional - Admitting Diagnosis	x			
Institutional - Covered Days	x			
Institutional - Days	x			
Institutional - Discharge Hour	x			
Institutional - Discharge Status	x			
Institutional - Inpatient - Present on Admission Codes for All Diagnosis Codes as Specified by DHHS	x			
Institutional - Inpatient DRG (if DRG payment system is used)	x			
Institutional - Inpatient DRG allowed amount (if DRG payment system is used)	x			
Institutional - Inpatient DRG outlier amount (if DRG payment system is used)	x			
Institutional - Inpatient DRG outlier days (if DRG payment system is used)	x			
Institutional - Inpatient DRG Version (if DRG payment system is used)	x			
Institutional - Inpatient DRG Version (if used)	x			
Institutional - Occurrence Code Values/Dates - MCO to Provide All Submitted by Providers	x			
Institutional - Occurrence Codes - MCO to Provide All Submitted by Providers	x			
Institutional - Revenue Code	x			
Institutional - Type of Bill	x			
Institutional Inpatient Procedure Codes (ICD) - MCO to Provide All Submitted by Providers	x			
Institutional Paid Amount - Detail (where applicable)	x	x		
MCO Assigned Provider ID	x	x		x
MCO Group ID Number	x	x	x	
MCO ID	x	x	x	x
MCO Internal Member ID	x	x	x	
Medicaid Eligibility Category at Service Date on Claim	x	x		
Medicaid Special Eligibility Category at Service Date on Claim (e.g., nursing home, waiver program)	x	x		
Medical Claim Drug Codes (e.g., J codes)	x			
Member Address	x	x	x	
Member Age at Time of Claim Using Last Date of Service	x	x		
Member Bureau of Behavioral Health Eligibility Status			x	
Member City	x	x	x	
Member County			x	
Member Date of Birth	x	x	x	
Member Date of Death			x	
Member Dual Medicare Status			x	
Member Gender	x	x	x	
Member Lock-In Dates			x	
Member Lock-In Indicator			x	
Member Lock-In Pharmacy/Provider			x	
Member Medicaid Eligibility Category			x	
Member Medicaid Special Eligibility Category (e.g., nursing home, waiver program)			x	
Member Name	x	x	x	
Member Rate Cell			x	
Member Risk Score/Status			x	
Member Risk Status Percentile Rank			x	

Data Element	Medical	Pharmacy	Member	Provider
Member SSN			x	
Member State	x	x	x	
Member Year and Month			x	
Member Zip Code	x	x	x	
NH Medicaid Member ID	x	x	x	
Outpatient Hospital Payment Group (if used)	x			
Outpatient Hospital Payment Grouper Used (if used)	x			
Outpatient Hospital Payment Grouper Version (if used)	x			
Paid Amount	x	x		
Pharmacy Basis of Provider Reimbursement on the Paid Claim		x		
Pharmacy Compound Drug Indicator		x		
Pharmacy Days Supply		x		
Pharmacy Dispensed as Written Indicator		x		
Pharmacy Dispensing Fee		x		
Pharmacy Drug Name		x		
Pharmacy Drug NDC		x		
Pharmacy Fill Number		x		
Pharmacy Generic Drug Indicator		x		
Pharmacy Ingredient Cost		x		
Pharmacy Location City Name		x		x
Pharmacy Location State or Province		x		x
Pharmacy Location ZIP Code		x		x
Pharmacy Metric Units		x		
Pharmacy Name		x		x
Pharmacy NH Medicaid Pharmacy Provider ID		x		
Pharmacy Postage Amount		x		
Pharmacy Prescribing Provider DEA Number		x		
Pharmacy Prescribing Provider MCO ID		x		
Pharmacy Prescribing Provider NPI		x		
Pharmacy Prescription Number		x		
Pharmacy Tax ID		x		x
Place of Service	x	x		
Prepaid Amount/Fee Schedule Equivalent (if provider being paid on capitated basis)	x	x		
Primary Care Provider Assigned From Date			x	x
Primary Care Provider Assigned To Date			x	x
Primary Care Provider Clinic/Business Name			x	x
Primary Care Provider Location City Name			x	x
Primary Care Provider Location State or Province			x	x
Primary Care Provider Location Street address			x	x
Primary Care Provider Location ZIP Code			x	x
Primary Care Provider Medicaid ID			x	x
Primary Care Provider Name			x	x
Primary Care Provider NPI			x	x
Primary Care Provider Payer ID			x	x
Primary Care Provider Specialty			x	x
Primary Care Provider Tax ID			x	x

Data Element	Medical	Pharmacy	Member	Provider
Primary Care Provider Type (e.g., Physician, APRN)			x	x
Prior Authorization Number	x	x		
Procedure Codes (HCPCS/CPT) - MCO to Provide All Submitted by Providers as Specified by DHHS	x			
Procedure Modifier Codes and Description – MCO to Provide All Submitted by Providers as Specified by DHHS	x			
Provider Certification Data (licensure, provider residency/fellowship, date and specialty of Board Certification status)				x
Provider City Name				x
Provider Closed/Open Panel Indicator				x
Provider Country Name				x
Provider County Name				x
Provider Enrollment Date				x
Provider In-Network Indicator				x
Provider Multiple Service Location Indicator				x
Provider Location Type (e.g., border, in-state, out-of state)				x
Provider Medicaid ID				x
Provider Name				x
Provider NPI				x
Provider Payer ID				x
Provider Specialty				x
Provider Start Date				x
Provider State or Province				x
Provider Street Address				x
Provider Tax ID				x
Provider Telephone Number				x
Provider Termination Date				x
Provider Termination Reason				x
Provider Type (e.g., physician, APRN)				x
Provider ZIP Code				x
Quantity/Units Billed	x			
Quantity/Units Paid	x			
Referring Provider Name	x			x
Referring Provider NPI	x			x
Referring Provider Payer ID	x			x
Rendering/Service Provider Country Name	x	x		x
Rendering/Service Provider Name	x	x		x
Rendering/Service Provider NPI	x	x		x
Rendering/Service Provider Payer ID	x	x		x
Rendering/Service Provider Rendering/Service Location City Name	x	x		x
Rendering/Service Provider Rendering/Service Location State or Province	x	x		x
Rendering/Service Provider Rendering/Service Location ZIP Code	x	x		x
Rendering/Service Provider Specialty	x	x		x
Rendering/Service Provider Street Address	x	x		x
Rendering/Service Provider Tax ID	x	x		x
Rendering/Service Provider Type (e.g., physician, APRN)	x	x		x
TPL Medicare Allowed Amount	x	x		

Data Element	Medical	Pharmacy	Member	Provider
TPL Medicare Coinsurance Amount	x	x		
TPL Medicare Deductible Amount	x	x		
TPL Medicare Paid Amount	x	x		
TPL Medicare Paid Date	x	x		
TPL Other Payers Allowed Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Coinsurance Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Deductible Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Name - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Paid Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Paid Date - MCO to Supply All Other Payer Information	x	x		

Note: Medical and Pharmacy are transaction specific encounter data sets; Member is a month specific file, and Provider file must represent present and historical provider network.

* If any local codes are used in addition to national standard code sets, local code table must also be supplied

MCO Coordination of Benefits Data Set

Data Element
Medicaid Member Name
NH Medicaid Member ID
Insurance Carrier, PBM, or Benefit Administrator ID
Insurance Carrier, PBM, or Benefit Administrator Name
Date of Service
Claim ID (transaction code number)
Date billed to the insurance carrier, PBM, or benefit administrator
Amount billed
Amount recovered
Denial reason code
Denial reason description
Performing provider

Note: COB is a transaction specific data set submitted monthly in a delimited flat text file.

Required Quality Reporting Measures

If additional measures are added to the NCQA or CMS measure sets, MCO reporting requirements shall include those new measures. For measures that are no longer part of the measures sets, DHHS may at its option add those measures to the Additional State Required Measure list.

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Adherence to Antipsychotics for Individuals with Schizophrenia	Management of Chronic Conditions	CMS-QMHAG			X	
Adolescent Well-Care Visits	Use of Services	NCQA/CAHPS		X		
Adult Asthma Admission Rate (PQI 15)	Prevention and Health Promotion	AHRQ			X	
Adult BMI Assessment	Effectiveness of Care	NCQA/CAHPS			X	
Adult Survey - Flu Shots for Adults Ages 50-64	Effectiveness of Care	NCQA/CAHPS			X	
Adults' Access to Preventive/Ambulatory Health Services (20-44)	Access and Availability of Care	NCQA/CAHPS				X
Adults' Access to Preventive/Ambulatory Health Services (45-64)	Access and Availability of Care	NCQA/CAHPS				X
Adults' Access to Preventive/Ambulatory Health Services (65+)	Access and Availability of Care	NCQA/CAHPS				X
Adults' Access to Preventive/Ambulatory Health Services (Total)	Access and Availability of Care	NCQA/CAHPS				X
Ambulatory Care: Emergency Dept Visits/1000	Use of Services	NCQA/CAHPS				X
Ambulatory Care: Emergency Dept Visits/1000 Children	Use of Services	NCQA/CAHPS		X		
Annual HIV/AIDS Medical Visit	Management of Chronic Conditions	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - ACE or ARB	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Anticonvulsants	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Digoxin	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Diuretics	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Total	Effectiveness of Care	NCQA/CAHPS			X	
Annual number of asthma patients ages 2 through 20 years old with 1 or more asthma-related emergency room visits	Management of Chronic Conditions	Alabama Medicaid		X		
Annual Pediatric hemoglobin A1C testing	Management of Chronic Conditions	NCQA		X		
Antidepressant Medication Management - Effective Acute Phase Treatment	Effectiveness of Care	NCQA/CAHPS	X		X	
Antidepressant Medication Management - Effective Continuation Phase Treatment	Effectiveness of Care	NCQA/CAHPS	X		X	
Appropriate Testing for Children With Pharyngitis	Effectiveness of Care	NCQA/CAHPS	X	X		
Appropriate Treatment for Children With Upper Respiratory Infection	Effectiveness of Care	NCQA/CAHPS	X			

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Appropriate Use of Antenatal Steroids	Management of Acute Conditions	Providence St. Vincent Medical Center, TJC			X	
Avoidance of Antibiotic Treatment in Adults with Acute Bronchitis	Effectiveness of Care	NCQA/CAHPS	X			
Board Certification - Detail Table	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Family Medicine Physicians	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Geriatricians	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Internal Medicine Physicians	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of OB/GYNs	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Other Physician Specialists	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Pediatricians	Health Plan Descriptive Information	NCQA/CAHPS				X
Breast Cancer Screening - Total	Effectiveness of Care	NCQA/CAHPS	X		X	
Call Abandonment	Access and Availability of Care	NCQA/CAHPS				X
Call Answer Timeliness	Access and Availability of Care	NCQA/CAHPS				X
Care Transition - Transition Record Transmitted to Health Care Professional	Care Coordination	AMA-PCPI			X	
Cervical Cancer Screening	Effectiveness of Care	NCQA/CAHPS	X		X	
Cesarean rate for nulliparous singleton vertex	Prevention and Health Promotion	California Maternal Quality Care Collaborative		X		
Child Survey - CCC Population: Access to Prescription Medicines Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Access to Specialized Services Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Coordination of Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Coordination of Care for Children With Chronic Conditions Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Customer Service Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Family Centered Care: Getting Needed Information Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Family Centered Care: Personal Doctor Who Knows Child	Member Satisfaction	NCQA/CAHPS		X		

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Composite						
Child Survey - CCC Population: Getting Care Quickly Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Getting Needed Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Health Promotion and Education Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: How Well Doctors Communicate Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of All Health Care (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of All Health Care (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Health Plan (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Health Plan (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Overall Health	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Personal Doctor (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Personal Doctor (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Specialist Seen Most often (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Specialist Seen Most often (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Shared Decision Making Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Coordination of Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Customer Service Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Getting Care Quickly Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Getting Needed Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Health Promotion and Education Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: How Well Doctors Communicate Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of All Health Care (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of All Health Care (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Health Plan (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Health Plan (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Overall Health	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Personal Doctor (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Personal Doctor (9+10)	Member Satisfaction	NCQA/CAHPS		X		

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Child Survey - General Population: Rating of Specialist Seen Most often (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Specialist Seen Most often (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Shared Decision Making Composite	Member Satisfaction	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 10	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 2	Effectiveness of Care	NCQA/CAHPS	X	X	X	
Childhood Immunization Status - Combo 3	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 4	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 5	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 6	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 7	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 8	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 9	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - DTaP	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Hepatitis A	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Hepatitis B	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - HiB	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Influenza	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - IPV	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - MMR	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Pneumococcal Conjugate	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Rotavirus	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - VZV	Effectiveness of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (12-19 Yrs)	Access and Availability of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (12-24 Months)	Access and Availability of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (25 Months-6 Yrs)	Access and Availability of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (7-11 Yrs)	Access and Availability of Care	NCQA/CAHPS		X		
Chlamydia Screening in Women - Total	Effectiveness of Care	NCQA/CAHPS	X			
Chlamydia Screening in Women (Age 16-20)	Effectiveness of Care	NCQA/CAHPS	X	X		
Chlamydia Screening in Women (Age 21-24)	Effectiveness of Care	NCQA/CAHPS	X		X	

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Cholesterol Management for Patients with Cardiovascular Conditions: LDL-C Screening	Effectiveness of Care	NCQA/CAHPS	X			
Chronic obstructive pulmonary disease (COPD) Admission Rate (PQI 05)	Prevention and Health Promotion	AHRQ			X	
Comprehensive Diabetes Care - Eye Exams	Effectiveness of Care	NCQA/CAHPS	X			
Comprehensive Diabetes Care - HbA1c Control (<9%)	Effectiveness of Care	NCQA/CAHPS	X			
Comprehensive Diabetes Care - HbA1c Testing	Effectiveness of Care	NCQA/CAHPS	X		X	
Comprehensive Diabetes Care - LDL-C Screening	Effectiveness of Care	NCQA/CAHPS	X		X	
Comprehensive Diabetes Care - Medical Attention for Nephropathy	Effectiveness of Care	NCQA/CAHPS	X			
Congestive Heart Failure Admission Rate (PQI 08)	Prevention and Health Promotion	AHRQ			X	
Controlling High Blood Pressure - Total	Effectiveness of Care	NCQA/CAHPS	X		X	
Customer Service Composite	Member Satisfaction	NCQA/CAHPS	X		X	
Developmental Screening in the First Three Years of Life	Prevention and Health Promotion	NCQA and CAHMI		X		
Diabetes, short-term complications Admission Rate (PQI 01)	Prevention and Health Promotion	AHRQ			X	
Elective delivery prior to 39 completed weeks gestation	Management of Acute Conditions	HCA, TJC			X	
Frequency of Ongoing Prenatal Care (<21%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (>= 81%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (21-40%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (41-60%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (61-80%)	Use of Services	NCQA/CAHPS		X		
FU After Hospitalization For Mental Illness - 30 days	Effectiveness of Care	NCQA/CAHPS		X	X	
FU After Hospitalization For Mental Illness - 7 days	Effectiveness of Care	NCQA/CAHPS	X	X	X	
FU Care for Children Prescribed ADHD Medication - Continuation & Maintenance Phase	Effectiveness of Care	NCQA/CAHPS	X	X		
FU Care for Children Prescribed ADHD Medication - Initiation	Effectiveness of Care	NCQA/CAHPS	X	X		
Getting Care Quickly Composite	Member Satisfaction	NCQA/CAHPS	X		X	
Getting Needed Care Composite	Member Satisfaction	NCQA/CAHPS	X		X	
HIV/AIDS Screening: Members at High Risk of HIV/AIDS	Prevention and Health Promotion	IMS Health			X	
How Well Doctors Communicate Composite	Member Satisfaction	NCQA/CAHPS	X		X	
Immunizations for Adolescents - Combination 1	Effectiveness of Care	NCQA/CAHPS		X		
Immunizations for Adolescents - Meningococcal	Effectiveness of Care	NCQA/CAHPS		X		
Immunizations for Adolescents - Tdap/Td	Effectiveness of Care	NCQA/CAHPS		X		
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Detail Table	Access and Availability of Care	NCQA/CAHPS				X
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Engagement (13-17 Yrs)	Access and Availability of Care	NCQA/CAHPS				X

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Engagement (18+ Yrs)	Access and Availability of Care	NCQA/CAHPS			X	
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Engagement Total	Access and Availability of Care	NCQA/CAHPS				X
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Initiation (13-17 Yrs)	Access and Availability of Care	NCQA/CAHPS				X
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Initiation (18+ Yrs)	Access and Availability of Care	NCQA/CAHPS			X	
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Initiation Total	Access and Availability of Care	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Maternity ALOS	Use of Services	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Maternity Discharges/1000	Use of Services	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Total Inpatient ALOS	Use of Services	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Total Inpatient Discharges/1000	Use of Services	NCQA/CAHPS				X
Medical Assistance with Smoking and Tobacco Use Cessation - Advising Smokers To Quit	Effectiveness of Care	NCQA/CAHPS	X		X	
Medical Assistance with Smoking and Tobacco Use Cessation - Discussing Cessation Medications	Effectiveness of Care	NCQA/CAHPS			X	
Medical Assistance with Smoking and Tobacco Use Cessation - Discussing Cessation Strategies	Effectiveness of Care	NCQA/CAHPS			X	
Medical Assistance with Smoking and Tobacco Use Cessation - Supplemental Data - % Current Smokers	Effectiveness of Care	NCQA/CAHPS			X	
Member BMI Average Value by Age Groups	Prevention and Health Promotion	NH DHHS				X
Member Satisfaction - About You - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Composite Scores - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - General - Detail Table	Member Satisfaction	NCQA/CAHPS		X	X	
Member Satisfaction - Getting Health Care from Specialists - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Your Health Care In the Last 6 Months - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Your Health Plan - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Your Personal Doctor - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Mental Health Utilization - % Members Receiving MH Services - Detail Table	Use of Services	NCQA/CAHPS				X
Mental Health Utilization - % Members Receiving Services - Any	Use of Services	NCQA/CAHPS				X
Mental Health Utilization - % Members Receiving Services - Inpatient	Use of Services	NCQA/CAHPS				X
Mental Health Utilization - % Members Receiving Services - Intensive Outpatient and Partial Hospitalization	Use of Services	NCQA/CAHPS				X

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Mental Health Utilization - % Members Receiving Services - Outpatient and ED	Use of Services	NCQA/CAHPS				X
Otitis media with effusion (OME) – avoidance of inappropriate use of systemic antimicrobials in children – ages 2 through 12	Management of Acute Conditions	AMA		X		
Pediatric central-line associated blood stream infections – Neonatal Intensive Care Unit and Pediatric Intensive Care Unit	Management of Acute Conditions	CDC		X		
Percent of live births weighing less than 2,500 grams	Prevention and Health Promotion	CDC		X		
Plan All-Cause Readmissions	Use of Services	NCQA/CAHPS			X	
Prenatal and Postpartum Care - Postpartum Care	Access and Availability of Care	NCQA/CAHPS	X		X	
Prenatal and Postpartum Care - Timeliness of Prenatal Care	Access and Availability of Care	NCQA/CAHPS	X	X	X	
Rating of All Health Care (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of All Health Care (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Health Plan (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Health Plan (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Personal Doctor (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Personal Doctor (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Specialist Seen Most often (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Specialist Seen Most often (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Screening for Clinical Depression and Follow-Up Plan	Prevention and Health Promotion	CMS			X	
Shared Decision Making Composite	Member Satisfaction	NCQA/CAHPS			X	
Smoking Cessation Among Pregnant Women	Prevention and Health Promotion	NH DHHS				X
Survey Item: Did a doctor or other health provider talk with you about the pros and cons of each choice for your treatment or health care?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did the written materials or the Internet provide the information you needed about how your health plan works?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did you and a doctor or other health provider talk about specific things you could do to prevent illness?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your health plan's customer service give you the information or help you needed?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your health plan's customer service staff treat you with courtesy and respect?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor explain things in a way that was easy to understand?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor listen carefully to you?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor seem informed and up-to-date about the care you got from these doctors or other health providers?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor show respect for what you had to say?	Member Satisfaction	NCQA/CAHPS			X	

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Survey Item: How often did your personal doctor spend enough time with you?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often was it easy to get appointments with specialists?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often was it easy to get the care, tests, or treatment you thought you needed through your health plan?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often were the forms from your health plan easy to fill out?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: In general, how would you rate your overall health?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: Not counting the times you needed care right away, how often did you get an appointment for your health care at a doctor's office or clinic as soon as you thought you needed?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: When there was more than one choice for your treatment or health care, did a doctor or other health provider ask which choice was best for you?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: When you needed care right away, how often did you get care as soon as you thought you needed?	Member Satisfaction	NCQA/CAHPS			X	
Use of Appropriate Medications for People with Asthma - Total	Effectiveness of Care	NCQA/CAHPS	X			
Use of Appropriate Medications for People with Asthma (12-50)	Effectiveness of Care	NCQA/CAHPS				X
Use of Appropriate Medications for People with Asthma (5-11)	Effectiveness of Care	NCQA/CAHPS				X
Use of Imaging Studies for Low Back Pain	Effectiveness of Care	NCQA/CAHPS	X			
Use of Spirometry Testing in the Assessment and Diagnosis of COPD	Effectiveness of Care	NCQA/CAHPS	X			
Weeks of Pregnancy at Time of Enrollment - Detail Table	Health Plan Descriptive Information	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - BMI percentile (12-17 years)	Effectiveness of Care	NCQA/CAHPS		X		
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - BMI percentile (3-11 years)	Effectiveness of Care	NCQA/CAHPS		X		
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - BMI percentile (Total)	Effectiveness of Care	NCQA/CAHPS		X		
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Nutrition (12-17 years)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Nutrition (3-11 years)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Nutrition (Total)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Physical Activity (12-17 years)	Effectiveness of Care	NCQA/CAHPS				X

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Physical Activity (3-11 years)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Physical Activity (Total)	Effectiveness of Care	NCQA/CAHPS				X
Well-Child Visits in the 3rd, 4th, 5th, and 6th Years of Life	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (0 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (1 visit)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (2 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (3 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (4 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (5 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (6 or more visits)	Use of Services	NCQA/CAHPS		X		

Clerk's Certificate

I, Susan M. Coakley, the duly and qualified Clerk of Boston Medical Center Health Plan, Inc. (the Corporation), a Massachusetts non-profit corporation organized under Chapter 180 of the General Laws of Massachusetts, do hereby certify that the following votes were approved by of the Board of Trustees of Corporation on February 14, 2012:

VOTED: To delegate authority to the Finance Committee of the Board of Trustees to authorize Boston Medical Center Health Plan, Inc (BMCHP) to enter into a capitation agreement with the New Hampshire Department of Health and Human Services to provide Medicaid managed care to eligible New Hampshire residents if awarded a contract pursuant to the competitive procurement.

FURTHER VOTED: To authorize and direct Kate Walsh, President and CEO, Thomas Traylor, Treasurer, Vice-President of Federal and State Relations for Boston Medical Center, or Scott O'Gorman, Interim Executive Director, acting singly or jointly, to execute, deliver and file such documents and papers and to take such actions, from time to time in the name of and on behalf of BMCHP, as each of them may deem necessary or appropriate to implement and effect the full intent and purpose of the foregoing resolutions, and to approve their authority to execute and deliver any such agreements, documents, instruments or other papers and to take any such further actions shall be conclusively evidenced by the execution and delivery thereof or the taking thereof.

IN WITNESS WHEROF, I have hereunto set my hand on this 20th day of March 2012.

BOSTON MEDICAL CENTER HEALTHNET PLAN, INC.,

Susan M. Coakley, Clerk

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 Boston Medical Center Health Plan, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on December 8, 2011. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of December, A.D. 2011

William M. Gardner
Secretary of State

THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT

License No: 103714

Presents that BOSTON MEDICAL CENTER HEALTH PLAN, INC.

is hereby authorized to transact HMO lines of Insurance

in accordance with NH RSA 420-B

Exclusions:

Effective Date: 03/16/2012

Expiration Date: 06/14/2012

THE STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT

Commissioner of Insurance

© GOES 748

LITHO IN U.S.A.

CERTIFICATE OF INSURANCE

DATE: 3/20/2012

Strategic Risk Solutions (Cayman) Ltd.
Governors Square 2 Floor Building 3
23 Lime Tree Bay Ave.
P.O. Box 1159
Grand Cayman KY1-1102
Cayman Islands

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED

Boston Medical Center
d/b/a Boston Medical Center HealthNet Plan
Two Copley Place
Boston, MA 02118

COMPANY AFFORDING COVERAGE

A BOSTON MEDICAL CENTER INSURANCE COMPANY, LTD.

COVERAGES

This is to certify that the Policies listed below have been issued to the Named Insured 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.

TYPE OF INSURANCE	CO. LTR.	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY	A	BMCIC-PR-A-11	06/30/2011	06/30/2012	EACH OCCURENCE	$2,000,000
					AGGREGATE	
COMMERCIAL GENERAL LIABILITY					PERSONAL & ADV INJURY	$
					EACH OCCURRENCE	$
CLAIMS MADE					FIRE DAMAGE	$
OCCURRENCE					MEDICAL EXPENSES	$
PROFESSIONAL LIABILITY					EACH OCCURENCE	
					AGGREGATE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VECHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)
This policy will provide coverage to all Boston Medical Center HealthNet Plan's offices in Massachusetts and New Hampshire.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVES

ACORD®

INSURANCE BINDER

DATE (MM/DD/YYYY): 3/21/2012

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Bostonian Group Insurance Agency, Inc. 500 Boylston Street Suite 300 Boston MA 02116	**COMPANY** Chartis **BINDER #** B1232100036
PHONE (A/C, No, Ext): (617)587-2300 **FAX (A/C, No):** (617)236-0011	**EFFECTIVE DATE:** 3/21/2012 **TIME:** 12:01 [X] AM [ ] PM **EXPIRATION DATE:** 4/21/2012 **TIME:** [X] 12:01 AM [ ] NOON
CODE: **SUB CODE:**	[ ] THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: WC 009-87-4135
AGENCY CUSTOMER ID: 00000202	**DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)** 1155 Elm Street, 6th floor Manchester, NH 03101
INSURED Boston Medical Center Health Plan Inc Two Copley Place Suite 600 Boston MA 02116	

COVERAGES

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	LIMITS AMOUNT
PROPERTY CAUSES OF LOSS: [ ] BASIC [ ] BROAD [ ] SPEC				
GENERAL LIABILITY		EACH OCCURRENCE		$
[ ] COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES		$
[ ] CLAIMS MADE [ ] OCCUR		MED EXP (Any one person)		$
		PERSONAL & ADV INJURY		$
		GENERAL AGGREGATE		$
	RETRO DATE FOR CLAIMS MADE:	PRODUCTS - COMP/OP AGG		$
VEHICLE LIABILITY		COMBINED SINGLE LIMIT		$
[ ] ANY AUTO		BODILY INJURY (Per person)		$
[ ] ALL OWNED AUTOS		BODILY INJURY (Per accident)		$
[ ] SCHEDULED AUTOS		PROPERTY DAMAGE		$
[ ] HIRED AUTOS		MEDICAL PAYMENTS		$
[ ] NON-OWNED AUTOS		PERSONAL INJURY PROT		$
		UNINSURED MOTORIST		$
				$
VEHICLE PHYSICAL DAMAGE DED [ ] ALL VEHICLES [ ] SCHEDULED VEHICLES		[ ] ACTUAL CASH VALUE		
[ ] COLLISION:		[ ] STATED AMOUNT		$
[ ] OTHER THAN COL:				
GARAGE LIABILITY		AUTO ONLY - EA ACCIDENT		$
[ ] ANY AUTO		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT		$
		AGGREGATE		$
EXCESS LIABILITY		EACH OCCURRENCE		$
[ ] UMBRELLA FORM		AGGREGATE		$
[ ] OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	SELF-INSURED RETENTION		$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WC & Employer's liability	[X] WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT		$ 100,000
		E.L. DISEASE - EA EMPLOYEE		$ 100,000
		E.L. DISEASE - POLICY LIMIT		$ 500,000
SPECIAL CONDITIONS / OTHER COVERAGES Effective 3-21-2012 coverage for employees in New Hampshire added to current Workers Compensation policy.		FEES		$
		TAXES		$
		ESTIMATED TOTAL PREMIUM		$

NAME & ADDRESS

[ ] MORTGAGEE [ ] ADDITIONAL INSURED
[ ] LOSS PAYEE

LOAN #

AUTHORIZED REPRESENTATIVE

H Hoffmann/HARHOF Harriet F. Hoffmann CPCU

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CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars ($1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Maryland

The insurer has 45 business days, commencing from the effective date of coverage to confirm eligibility for coverage under the insurance policy.

Applicable in Michigan

The policy may be cancelled at any time at the request of the insured.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than $1,000,000.00 when proof is required: (A) Shall be fined not more than $500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

Applicable in the Virgin Islands

This binder is effective for only ninety (90) days. Within thirty (30) days of receipt of this binder, you should request an insurance policy or certificate (if applicable) from your agent and/or insurance company.

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

S. William Rogers
Commissioner

March 21, 2012

Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Health and Human Service' request to enter into three contracts as described below and referenced as DoIT No. 2012-074.

> To enter into three separate contracts with Granite State Health Plan, Inc. of St Louis, Mo, Boston Medical Center Health Plan, Inc. of Boston, MA, and Granite Care – Meridian Health Plan of New Hampshire of Detroit, MI. The purpose of these contracts is to provide improved and cost efficient medical and long-term care services to New Hampshire Medicaid clients thorough the implementation of a Managed Care Program. The term of each contract begins upon Governor and Executive Council approval and expires on June 30, 2015.

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

Sincerely,

S. William Rogers

SWR/ltm
2012-074

cc: Leslie Mason, DoIT
Walter Faasen, DHHS

Subject: New Hampshire Medicaid Care Management Services

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.

1.1 State Agency Name Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301
1.3 Contractor Name Granite Care-Meridian Health Plan of New Hampshire, Inc.	1.4 Contractor Address 777 Woodward Ave., Suite 600 Detroit, MI 48226
1.5 Contractor Phone Number (313) 324-3707	1.6 Account Number 05-95-95-956010-61470000
1.7 Completion Date June 30, 2015	1.8 Price Limitation $381,923,030
1.9 Contracting Officer for State Agency Nicholas A. Toumpas, Commissioner	1.10 State Agency Telephone Number 603-271-5000
1.11 Contractor Signature	1.12 ~~Name and Title~~ of Contractor Signatory Sean P. Cotton, Chief Legal Officer

1.13 Acknowledgement: State of Michigan, County of Wayne

On 03/16/2012, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Notary

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Nicholas A. Toumpas, Commissioner DHHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Jeanne P. Herrick, Attorney On: 19 March 2012

1.18 Approval by the Governor and Executive Council

By: On:

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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

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

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

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

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

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

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

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

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

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

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

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1 Introduction

1.1 Purpose

The purpose of this Agreement is to set forth the terms and conditions for the MCO's participation in the NH Medicaid Care Management Program.

1.2 Type of Agreement

This is a comprehensive full risk prepaid capitated contract. The MCO is responsible for the timely provision of all medically necessary services as defined under this Agreement. In the event the MCO incurs costs that exceed the capitation payments, the State of New Hampshire and its agencies are not responsible for those costs and will not provide additional payments to cover such costs.

1.3 Agreement Period

The initial term of this Agreement shall be thirty-six (36) months. The New Hampshire Department of Health and Human Services (DHHS) in its sole discretion may decide to offer one Agreement extension for a period of twenty-four (24) months, for a total Agreement term of five (5) years.

2 Glossary of Terms & Acronyms

2.1 Glossary of Terms

Action

Administrative Review Committee

Advance Directive
"Advance Directive" means a written instruction, such as a living will or durable power of attorney for health care, recognized under the laws of the State of New Hampshire, relating to the provision of health care when an individual is incapacitated (42 CFR 438.6, 438.10, 422.128, and 489.100).

Agreement
"Agreement" means the entire written Agreement between DHHS and the MCO, including any Exhibits, documents, and materials incorporated by reference.

Appeal
"Appeal" means a request for review of an action as described in this Agreement (42 CFR 438.400(b)).

Care coordination
"Care coordination" is the deliberate organization of patient care activities between two or more participants (including the patient) involved in a patient's care to facilitate the appropriate delivery of health care services. Organizing care involves the marshalling of personnel and other resources needed to carry out all required patient care activities, and is often managed by the exchange of information among participants responsible for different aspects of care. (42 CFR 438.208).

Care Management
"Care Management" means health care management delivered by Care Managers. Care management includes, but not limited to, an assessment of the member's physical health, behavioral health and social needs, planning, implementation and coordination of services, ongoing monitoring and reassessment, case conferencing as needed to facilitate care management, crisis intervention and case closure. Effective care management includes the following:

- Actively assists patients to acquire self-care skills to improve functioning and health outcomes, and slow the progression of disease or disability;
- Employs evidence-based clinical practices;
- Coordinates care across health care settings and providers, including tracking referrals;
- Provides ready access to behavioral health services that are, to the extent possible, integrated with primary care; and
- Uses appropriate community resources to support individual patients, families and caregivers in managing care.

Centers for Medicare and Medicaid Services (CMS)
"Centers for Medicare and Medicaid Services (CMS)" means the federal agency within the U.S. Department of Health and Human Services (HHS) with primary responsibility for the Medicaid and Medicare program.

Children's Health Insurance Program
"Children's Health Insurance Program (CHIP)" means a program to provide access to medical care for children under Title XXI of the Social Security Act, the Children's Health Insurance Program Reauthorization Act of 2009.

Children with Special Health Care Needs
Children who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by children generally.

Chronic Condition
"Chronic Condition" means a physical or mental impairment or ailment of indefinite duration or frequent recurrence and includes, but is not limited to:
a mental health condition; a substance use disorder; asthma; diabetes; heart disease; or obesity, as evidenced by a body mass index over twenty-five.

Cold Call Marketing
"Cold Call Marketing" means any unsolicited personal contact by the MCO or its designee, with a potential member or an member with another contracted managed care organization for the purposes of marketing (42 CFR 438.104(a)).

Communications Plan
"Communications Plan" means a proposed and agreed upon written and detailed listing of all objectives, tasks, activities, time allocation, deliverables, dependencies and responsible party required to communicate to interested parties (could list them) regarding the implementation and operations of the Care Management Program. The Communication Plan shall define the audience, the purpose of the communication, the paths of communication, the means of communication, time line and evaluation of effectiveness of messages. Includes documentation of approvals as well as document change history.

Confidential Information
"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under federal or state law. Confidential Information includes, but is not limited to, Personal Information.

Consumer Assessment of Healthcare Providers and Systems (CAHPS®)
"Consumer Assessment of Healthcare Providers and Systems (CAHPS®)" means a family of standardized survey instruments, including a Medicaid survey used to measure member experience of health care.

Continuity of Care
"Continuity of Care" means the provision of continuous care for chronic or acute medical conditions through member transitions between: facilities and home; facilities; providers; service areas; managed care contractors; and Medicaid fee-for-service and managed care arrangements. Continuity of care occurs in a manner that prevents secondary illness, health care complications or re-hospitalization and promotes optimum health recovery. Transitions of significant importance include: from acute care settings, such as inpatient physical health or behavioral (mental health/substance use) health care settings to home or other health care settings; from hospital to skilled nursing facility; from skilled nursing to home or community-based settings; and from substance use care to primary and/or mental health care.

Contracted Services
"Contracted Services" means covered services that are to be provided by the MCO under the terms of this Agreement.

Covered Services
"Covered Services" means health care services as defined by DHHS and State and Federal regulation.

Debarment
"Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

Early, Periodic Screening, Diagnostic and Treatment (EPSDT)
"EPSDT (Early, Periodic Screening, Diagnostic and Treatment)" means a package of services in a preventive (well child) screening covered by Medicaid for children under the age of twenty-one (21) as defined in the Social Security Act (SSA) Section 1905(r), 42 CFR 441.50, and DHHS EPSDT program policy and billing instructions. Screening services covered by Medicaid include a complete health history and developmental assessment, an unclothed physical exam, immunizations, laboratory tests, health education and anticipatory guidance, and screenings for: vision, dental, substance use, mental health and hearing. The MCO shall be responsible for all services found to be medically necessary services during the EPSDT exam.

Eligible Members
"Eligible Members" means individuals determined eligible by DHHS and eligible to enroll for health care services under the terms of this Agreement.

Emergency Medical Condition
"Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (a) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part (42 CFR 438.114(a)).

Emergency Services
"Emergency Services" means inpatient and outpatient contracted services furnished by a provider qualified to furnish the services needed to evaluate or stabilize an emergency medical condition (42 CFR 438.114(a)).

External Quality Review (EQR)
"External Quality Review (EQR" means the analysis and evaluation by an EQRO of aggregated information on quality, timeliness and access to the health care services that the MCO or its subcontractors furnish to members (42 CFR 438.320).

External Quality Review Organization (EQRO)
"External Quality Review Organization (EQRO)" means an organization that meets the competence and independence requirements set forth in 42 CFR 438.354, and performs external quality review, other EQR-related activities as set forth in 42 CFR 438.358.

Grievance
"Grievance" means an expression of dissatisfaction about any matter other than an action. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights (42 CFR 438.400(b)).

Grievance Process
"Grievance Process" means the procedure for addressing member' grievances (42 CFR 438.400(b)).

Grievance System
"Grievance System" means the overall system that includes grievances and appeals handled by the MCO and access to the State fair hearings (42 CFR 438, Subpart F).

Healthcare Effectiveness Data and Information Set (HEDIS)
"Healthcare Effectiveness Data and Information Set (HEDIS)" means a set of standardized performance measures designed to ensure that healthcare purchasers and consumers have the information they need to reliably compare the performance of managed health care plans. HEDIS also includes a standardized survey of members' experiences that evaluates plan performance in areas such as customer service, access to care and claims processing. HEDIS is sponsored, supported, and maintained by National Committee for Quality Assurance (NCQA).

Health Home
"Health Home" means coordinated health care provided to members with special health care needs. At minimum, health home services include:

- Comprehensive care management including, but not limited to, chronic disease management;
- Self-management support for the member, including parents of caregivers or parents of children and youth;
- Care coordination and health promotion;
- Multiple ways for the member to communicate with the team, including electronically and by phone;
- Education of the member and his or her parent or caregiver on self-care, prevention, and health promotion, including the use of patient decision aids;
- Member and family support including authorized representatives;
- The use of information technology to link services, track tests, generate patient registries and provide clinical data;
- Linkages to community and social support services;
- Comprehensive transitional health care including follow-up from inpatient to other settings;
- A single care plan that includes all member's treatment and self-management goals and interventions ; and
- Ongoing performance reporting and quality improvement.

Implementation Plan
"Implementation Plan" means a proposed and agreed upon written and detailed listing of all objectives, tasks, activities, time allocation, deliverables, dependencies and responsible parties required to design, develop and implement the steps of the Care Management Program. The Implementation Plan(s) shall include documentation of approvals as well as document change history.

Managed Care Organization (MCO)
"Managed Care Organization (MCO)" means an organization having a certificate of authority or certificate of registration from the Office of Insurance Commissioner that contracts with DHHS under a comprehensive risk Agreement to provide health care services to eligible DHHS members under the DHHS Care Management Program.

Marketing
"Marketing" means any communication from the MCO to a potential member or member with another DHHS contracted MCO that can be reasonably interpreted as intended to influence them to enroll with the MCO or to either not enroll or end enrollment with another DHHS contracted MCO (42 CFR 438.104(a)).

Marketing Materials
"Marketing Materials" means materials that are produced in any medium, by or on behalf of the MCO that can be reasonably interpreted as intended as marketing (42 CFR 438.104(a)).

Medically Necessary Services
"Medically Necessary Services" means services that are "medically necessary" as is defined in 21.2.

Member
"Member" means an individual who is enrolled in managed care through a Managed Care Organization (MCO) having an Agreement with DHHS (42 CFR 438.10(a)).

Member Handbook
Member Handbook" means the handbook published by the Managed Care Organization (MCO) which describes requirements for eligibility and enrollment, Covered Services, and other terms and conditions that apply to Member participation in Medicaid Managed Care and which means all informing requirements as set forth in 42 CFR 438.10.

Member with Special Needs
Members who have a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type or amount beyond that required by members generally. Members with Special Needs include both Children and Adults with Special Health Care Needs.

Mental Health Court
A "Mental Health Court" is a specialized court docket for certain defendants with mental illnesses that substitutes a problem solving model for traditional criminal court processing.

National Committee for Quality Assurance (NCQA)
"National Committee for Quality Assurance (NCQA)" means an organization responsible for developing and managing health care measures that assess the quality of care and services that managed care clients receive.

Non-Participating Provider
"Non-Participating Provider" means a person, health care provider, practitioner, facility or entity acting within their scope of practice or licensure, that does not have a written Agreement with the MCO to participate in a managed care organization's provider network, but provides health care services to members.

Participating Provider
"Participating Provider" means a person, health care provider, practitioner, facility, or entity, acting within their scope of practice and licensure, and who is under a written contract with the MCO to provide services to members under the terms of this Agreement.

Payment Reform Plan
"Payment Reform Plan" means an MCO's plan to engage its provider network in health care delivery and payment reform activities such as pay for performance programs, innovative provider reimbursement methodologies, risk sharing arrangements and sub-capitation agreements, and shall contain information on the anticipated impact on member health outcomes, providers affected.

Physician Group
"Physician Group" means a partnership, association, corporation, individual practice association, or other group that distributes income from the practice among its members. An individual practice association is a physician group only if it is composed of individual physicians and has no subcontracts with physician groups.

Provider Incentive Plan
"Provider Incentive Plan" means any compensation arrangement between the MCO and a provider or provider group that may directly or indirectly improve the delivery of healthcare services as directed by a provider under the terms of this Agreement.

Program Management Plan
"Program Management Plan" means a proposed and agreed upon written detailed plan that includes a framework of processes to be used by the MCO and NH DHHS for managing and monitoring all aspects of the Care Management Program as provided for in the Agreement. Includes documentation of approvals as well as document change history.

Post-stabilization Services
"Post-stabilization Services" means contracted services, related to an emergency medical condition that are provided after an member is stabilized in order to maintain the stabilized condition or to improve or resolve the member's condition (42 CFR 438.114 and 422.113).

Primary Care Provider (PCP)
"Primary Care Provider (PCP)" means a participating provider who has the responsibility for supervising, coordinating, and providing primary health care to members, initiating referrals for specialist care, and maintaining the continuity of member care. PCPs include, but are not limited to Pediatricians, Family Practitioners, General Practitioners, Internists, Obstetricians/Gynecologists, Physician Assistants (under the supervision of a physician), or Advanced Registered Nurse Practitioners (ARNP), as designated by the MCO. The definition of PCP is inclusive of primary care physician as it is used in 42 CFR 438. All Federal requirements applicable to primary care physicians will also be applicable to primary care providers as the term is used in this Agreement.

Provider
"Provider " means an individual medical professional, hospital, skilled nursing facility, other facility or organization, pharmacy, program, equipment and supply vendor, or other entity that provides care or bills for health care services or products.

Referral Provider
"Referral Provider" means a provider, who is not the member's PCP, to whom an member is referred for covered services

Regulation
"Regulation" means any federal, state, or local regulation, rule, or ordinance.

Risk
"Risk" means the possibility that a loss may be incurred because the cost of providing services may exceed the payments made for services. When applied to subcontractors, loss includes the loss of potential payments made as part of a provider incentive plan, as defined herein.

State
"State" or "state" means the State of New Hampshire

Subcontract
"Subcontract" means any separate contract or contract between the MCO and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the MCO is obligated to perform pursuant to this Agreement.

2.2 Acronyms

Unless otherwise indicated acronyms used in this Agreement are as follows:

ACRONYM	DESCRIPTION
ACA	Affordable Care Act
ADA	Americans with Disabilities Act
ANB	Aid to the Needy Blind
ANSA	Adult Needs and Strengths
APTD	Aid to the Permanently and Totally Disabled
ASC	Accredited Standards Committee
ASL	American Sign Language
BCCP	Breast and Cervical Cancer Program
BBH	Bureau of Behavioral Health
CAD	Coronary Artery Disease
CANS	Child and Adolescent Needs and Strengths Assessment
CDC	Center for Disease Control and Prevention
CFR	Code of Federal Regulations
CHF	Congestive Heart Failure
CHIP	Children's Health Insurance Program
CLAS	Cultural and Linguistically Appropriate Services
CMHC	Community Mental Health Center
CMS	Centers for Medicare and Medicaid Services
COB	Coordination of Benefits
COPD	Chronic Obstructive Pulmonary Disease
CQI	Continuous Quality Improvement
DCYF	Division of Children, Youth & Families
DHHS	Department of Health and Human Services (New Hampshire)
DOB	Date of Birth
DME	Durable Medical Equipment
DRG	Diagnostic Related Group
DSH	Disproportionate Share Hospitals
EFT	Electronic Fund Transfer
EPSDT	Early Periodic Screening, Diagnosis and Treatment
EST	Eastern Standard Time
ETL	Extract Transformation Load
EQRO	External Quality Review Organization
FFS	Fee-for-Service
FQHC	Federally Qualified Health Center
GME	Graduate Medical Education
HC-CSD	Home Care for Children with Severe Disabilities
HIPAA	Health Insurance Portability and Accountability Act
HIV	Human Immunodeficiency Virus
ICF	Intermediate Care Facility
IME	Indirect Medical Education

ACRONYM	DESCRIPTION
MCO	Managed Care Organization
MCIS	Managed Care Information System
MIC	Medicaid Integrity Contractor
MEAD	Medicaid for Employed Adults with Disabilities
MMIS	Medicaid Management Information System
MR	Mental Retardation
N/A	Not applicable
NCQA	National Committee for Quality Assurance
NF	Nursing Facility
NPI	National Provider Identifier
OAA	Old Age Assistance
OBRA	Omnibus Budget Reconciliation Act
PBM	Pharmacy Benefit Management
PCP	Primary Care Physician
PE	Presumptive Eligibility
PIN	Personal Identification Number
POA	Present on Admission
QAPI	Quality Assessment and Performance Improvement
QIP	Quality Incentive Program
QM	Quality Management
QMB	Qualified Medicare Beneficiaries
RAC	Recovery Audit Contractors
RBC	Risk-Based Capital
RFP	Request for Proposal
RSA	Revised Statutes Annotated
SLMB	Special Low-Income Medicare Beneficiaries
SNF	Skilled Nursing Facility
SSA	Social Security Act
SSAE	Statement on Standards for Attestation Engagements
TANF	Temporary Assistance for Needy Families
TPL	Third Party Liability
TQM	Total Quality Management
USC	United States Code
VA	Veteran's Administration

3 General terms & conditions

3.1 Agreement elements

The Agreement between the parties shall consist of the following:

3.1.1 P-37 Agreement General Provisions

3.1.2 Exhibit A – Scope of Services - Statement of work for all goods and services to be provided as agreed to by State of New Hampshire/DHHS and the MCO.

3.1.3 Exhibit B – Capitation Rates

3.1.4 Exhibit C – Special Provisions - Provisions and requirements set forth by the State of New Hampshire/DHHS that must be adhered to in addition to those outlined in the P-37.

3.1.5 Exhibit D – Certification Regarding Drug Free Workplace Requirements – MCO's Agreement to comply with requirements set forth in the Drug-Free Workplace Act of 1988.

3.1.6 Exhibit E – Certification Regarding Lobbying – MCO's Agreement to comply with specified lobbying restrictions.

3.1.7 Exhibit F – Certification Regarding Debarment, Suspension and Other Responsibility Matters - Restrictions and rights of parties who have been disbarred, suspended or ineligible from participating in the Agreement.

3.1.8 Exhibit G – Certification Regarding Americans With Disabilities Act Compliance – MCO's Agreement to make reasonable efforts to comply with the Americans with Disabilities Act.

3.1.9 Exhibit H – Certification Regarding Environmental Tobacco Smoke – MCO's Agreement to make reasonable efforts to comply with the Pro-Children Act of 1994, which pertains to environmental tobacco smoke in certain facilities.

3.1.10 Exhibit I – HIPAA Business Associate Agreement - Rights and responsibilities of the MCO in reference to the Health Insurance Portability and Accountability Act.

3.1.11 Exhibit J – Certification Regarding Federal Funding Accountability & Transparency Act (FFATA) Compliance

3.1.12 Exhibit K – MCO's Program Management Plan approved by DHHS in accordance with Section 7.3 of this Agreement.

3.1.13 Exhibit L – MCO's Implementation Plan approved by DHHS in accordance with Section 7.5.2 of this Agreement.

3.1.14 Exhibit M – MCO's RFP (#12-DHHS-CM-01) Technical Proposal, including any addenda, submitted by the MCO.

3.1.15 Exhibit N – Encounter Data

3.1.16 Exhibit O – Other Quality Measures

3.2 Order of Documents.

In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

3.3 Delegation of Authority

Whenever, by any provision of this Agreement, any right, power, or duty is imposed or conferred on DHHS, the right, power, or duty so imposed or conferred is possessed and exercised by the Commissioner unless any such right, power, or duty is specifically delegated to the duly appointed agents or employees of DHHS and NHID.

3.4 Authority of the New Hampshire Insurance Department

Wherever, by any provision of this Agreement or by the laws and rules of the State of New Hampshire the NHID shall have authority to regulate and oversee the licensing requirements of the MCO to operate as a Managed Care Organization in the State of New Hampshire.

3.5 Errors & Omissions

The MCO shall not take advantage of any errors and/or omissions in the RFP or the resulting Agreement. The MCO shall promptly notify DHHS of any such errors and/or omissions that are discovered.

3.6 Time Of The Essence

In consideration of the need to ensure uninterrupted and continuous Medicaid Managed Care services, time is of the essence in the performance of the Scope of Work under the Agreement.

3.7 CMS Approval Of Agreement & Any Amendments

This Agreement and the implementation of amendments, modifications, and changes to this Agreement are subject to the prior approval of the Centers for Medicare and Medicaid Services ("CMS."). Notwithstanding any other provision of this Agreement, DHHS agrees that member enrollment will not commence until DHHS has received CMS approval.

3.8 Cooperation With Other Vendors And Prospective Vendors

DHHS may award supplemental contracts for work related to the Agreement, or any portion thereof. The MCO shall reasonably cooperate with such other vendors, and shall not commit or permit any act that may interfere with the performance of work by any other vendor, or act in any way that may place members at risk of an emergency medical condition.

3.9 Renegotiation and Reprocurement Rights

3.9.1 Renegotiation of Agreement terms.

Notwithstanding anything in the Agreement to the contrary, DHHS may at any time during the term of the Agreement exercise the option to notify MCO that DHHS has elected to renegotiate certain terms of the Agreement. Upon MCO's receipt of any

notice pursuant to this Section, MCO and DHHS will undertake good faith negotiations of the subject terms of the Agreement, and may execute an amendment to the Agreement.

3.9.2 Reprocurement of the services or procurement of additional services.

Notwithstanding anything in the Agreement to the contrary, whether or not DHHS has accepted or rejected MCO's Services and/or Deliverables provided during any period of the Agreement, DHHS may at any time issue requests for proposals or offers to other potential contractors for performance of any portion of the Scope of Work covered by the Agreement or Scope of Work similar or comparable to the Scope of Work performed by MCO under the Agreement. DHHS shall give the MCO ninety (90) calendar days notice of intent to replace another MCO participating in the Medicaid Managed Care program or to add an additional MCO to the Medicaid Managed Care program.

3.9.3 Termination rights upon reprocurement.

If upon procuring the Services or Deliverables or any portion of the Services or Deliverables from another vendor in accordance with this Section DHHS elects to terminate this Agreement, the MCO shall have the rights and responsibilities set forth in Section 30 ("Termination"), Section 31 ("Agreement Closeout") and Section 33 ("Dispute Resolution Process").

4 Organization

4.1 Organization Requirements

4.1.1 Registrations and Licenses

The MCO shall be licensed by the New Hampshire Department of Insurance to operate as an Managed Care Organization in the State as required by New Hampshire RSA 420-B, and shall have all necessary registrations and licensures as required by the New Hampshire Insurance Department and any relevant federal and state laws and regulations.

4.2 Articles & Bylaws

The MCO shall provide by the beginning of each Agreement year or at the time of any substantive changes written assurance from MCO's legal counsel that the MCO is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under this Agreement.

4.3 Relationships

4.3.1 Ownership and Control

4.3.1.1 The MCO shall notify DHHS of any person or corporation that has five percent (5%) or more ownership or controlling interest in the MCO, parent organization, and/or affiliates and shall provide

financial statements for all owners meeting this criterion [1124(a)(2)(A) 1903(m)(2)(A)(viii); 42 CFR 455.100-104 ; SMM 2087.5(A-D); SMD letter 12/30/97; SMD letter 2/20/98].

4.3.1.2 The MCO shall inform DHHS and the New Hampshire Insurance Department (NHID) of its intent for mergers, acquisitions, or buy-outs within seven (7) calendar days of key staff learning of the action.

4.3.1.3 The MCO shall inform key DHHS and NHID staff by phone and by email within 24 hours of when any key MCO staff learn of any actual or threatened litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the MCO to perform under this Agreement with DHHS.

4.3.2 Prohibited

The MCO shall not knowingly have a relationship with the following:

4.3.2.1 An individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No.12549 or under guidelines implementing Executive Order No.12549.; or

4.3.2.2 An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in 4.3.2.1.

An individual is described as follows:

4.3.2.3 A director, officer, or partner of the MCO;

4.3.2.4 A person with beneficial ownership of five percent (5%) or more of the MCO's equity; or

4.3.2.5 A person with an employment, consulting, or other arrangement with the MCO obligations under its Agreement with the State [42 CFR 438.610(a); 42 CFR 438.610(b); SMD letter 2/20/98].

4.3.3 The MCO shall conduct background checks on all employees actively engaged in the Care Management Program. In particular, those background checks shall screen for exclusions from any federal programs and sanctions from licensing oversight boards, both in-state and out-of-state.

4.3.4 The MCO shall not and shall certify it does not employ or contract, directly or indirectly, with:

4.3.4.1 Any individual or entity excluded from Medicaid or other federal health care program participation under Sections 1128 or 1128A of the SSA for the provision of health care, utilization review, medical social work, or administrative services or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual;

4.3.4.2 Any entity for the provision of such services (directly or indirectly) through an excluded individual or entity;

4.3.4.3 Any individual or entity excluded from Medicaid or New Hampshire participation by DHHS;

4.3.4.4 Any individual or entity discharged or suspended from doing business with the State of New Hampshire; or

4.3.4.5 Any entity that has a contractual relationship (direct or indirect) with an individual convicted of certain crimes as described in Section 1128(b)(8) of the Social Security Act.

5 Subcontractors

5.1 MCO Obligations

5.1.1 The MCO remains fully responsible for the obligations, services and functions performed by its subcontractors, including being subject to any remedies contained in this Agreement, to the same extent as if such obligations, services and functions were performed by MCO employees, and for the purposes of this Agreement such work will be deemed performed by the MCO. DHHS reserves the right to require the replacement of any subcontractor found by DHHS to be unacceptable or unable to meet the requirements of this Agreement, and to object to the selection of a subcontractor.

5.1.2 The MCO shall have a written agreement between the MCO and each subcontractor in which the subcontractor agrees to hold harmless DHHS and its employees, and all members served under the terms of this Agreement in the event of non-payment by the MCO. The subcontractor further agrees to indemnify and hold harmless DHHS and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against DHHS or its employees through intentional misconduct, negligence, or omission of the subcontractor, its agents, officers, employees or contractors (42 CFR 438.230(b)(2)).

5.2 Notice and Approval

5.2.1 The MCO shall submit all subcontractor agreements to DHHS for prior approval at least sixty (60) calendar days prior to the anticipated implementation date of that subcontractor agreement and annually for renewals or whenever there is a substantial change in scope or terms of the subcontractor agreement.

5.2.2 The MCO shall notify DHHS of any change in subcontractors and shall submit a new subcontractor agreement for approval ninety (90) calendar days prior to the start date of the new subcontractor agreement.

5.2.3 Approval by DHHS of a subcontractor agreement does not relieve the MCO from any obligation or responsibility regarding the subcontractor and does not imply any obligation by DHHS regarding the subcontractor or subcontractor agreement.

5.2.4 DHHS may grant a written exception to the notice requirements of 5.2.1 and 5.2.2 if, in DHHS's reasonable determination, the MCO has shown good cause for a shorter notice period.

5.2.5 The MCO shall notify DHHS within twenty four (24) hours after receiving notice from a subcontractor of its intent to terminate a subcontract agreement.

5.2.6 The MCO shall notify DHHS of any material breach of an agreement between the MCO and the subcontractor within twenty four (24) hours of validation that such breach has occurred.

5.3 MCO's Oversight

5.3.1 The MCO shall oversee and be held accountable for any function(s) and responsibilities that it delegates to any subcontractor in accordance with 42 CFR 438.230 and SMM 2087.4, including:

5.3.1.1 The MCO shall have a written agreement between the MCO and the subcontractor that specifies the activities and responsibilities delegated to the subcontractor; its transition plan in the event of termination and provisions for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate.

5.3.1.2 All subcontracts shall fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract agreement.

5.3.1.3 The MCO shall evaluate the prospective subcontractor's ability to perform the activities to be delegated.

5.3.1.4 The MCO shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by DHHS, consistent with industry standards and State MCO laws and regulations.

5.3.1.5 The MCO shall audit the subcontractor's care systems at least annually and when there is a substantial change in the scope or terms of the subcontract agreement.

5.3.1.6 The MCO shall identify deficiencies or areas for improvement, if any, with respect to which the MCO and the subcontractor shall take corrective action.

5.3.1.7 The MCO shall monitor the performance of its subcontractors on an ongoing basis and ensure that performance is consistent with the Agreement between the MCO and DHHS.

5.3.1.8 If the MCO identifies deficiencies or areas for improvement are identified, the MCO shall notify DHHS and take corrective action within seven (7) calendar days of identification. The MCO shall provide DHHS with a copy of the Corrective Action Plan, which is subject to DHHS approval.

5.4 Transition Plan

5.4.1 In the event of material change, breach or termination of a subcontractor agreement between the MCO and a subcontractor, the MCO's notice to DHHS shall include a transition plan for DHHS's review and approval.

6 Staffing

6.1.1 The MCO shall commit key personnel to the New Hampshire Care Management program on a full-time basis. Positions considered to be key personnel are listed below, along with any specific requirements for each position:

6.1.1.1 Executive Director: Individual has clear authority over the general administration and day-to-day business activities of this Agreement.

6.1.1.2 Finance Officer: Individual is responsible for accounting and finance operations, including all audit activities.

6.1.1.3 Medical Director: Physician licensed by the NH Board of Medicine shall oversee and be responsible for all clinical activities, including but not limited to, the proper provision of covered services to members, developing clinical practice standards and clinical policies and procedures. The Medical Director shall have a minimum of five (5) years of experience in government programs (e.g. Medicaid, Medicare, and Public Health). The Medical Director shall have oversight of all utilization review techniques and methods and their administration and implementation.

6.1.1.4 Quality Improvement Director: Individual is responsible for all Quality Assessment and Performance Improvement (QAPI) program activities. This person shall be a licensed clinician with relevant experience in quality management for physical and/or behavioral healthcare.

6.1.1.5 Coordinators for the following three (3) functional areas shall be responsible for overseeing care management activities for MCO members with complex medical, behavioral health and developmental disability needs. They shall also serve as liaisons to DHHS staff for their respective functional areas:

6.1.1.5.1 Special Needs Coordinator: Individual shall have a minimum of a Master's Degree from a recognized college or university with major study in Social Work, Psychology, Education, Public Health or a related field. The individual shall have a minimum of eight (8) years demonstrated experience both in the provision of direct care services as well as progressively increasing levels of management responsibilities with a particular focus on special needs populations.

6.1.1.5.2 Behavioral Health Coordinator: Individual shall have a minimum of a Master's Degree from a recognized college or university with major study in Social Work, Psychology, Education, Public Health or a related field. The individual shall have a minimum of eight (8) years demonstrated experience both in the provision of direct care services as well as progressively increasing levels of management responsibilities, with a particular focus on direct care and administrative responsibilities within community mental health services.

6.1.1.5.3 Developmental Disabilities Coordinator: The individual shall have a minimum of a Master's Degree from a recognized college or university with major study in Social Work, Psychology, Education, Public Health or a related field. The individual shall have a minimum of eight (8) years demonstrated experience both in the provision of direct care services as well as progressively increasing levels of management responsibilities, with a particular focus on direct care and administrative responsibilities related to services provided for developmentally disabled individuals.

6.1.1.6 Network Management Director: Individual is responsible for development and maintenance of the MCO's provider network.

6.1.1.7 Member Services Manager: Individual is responsible for provision of all MCO member-services activities. The manager shall have prior experience with Medicaid or Medicare populations.

6.1.1.8 Utilization Management (UM) Director: Individual is responsible for all UM activities. This person shall be under the direct supervision of the Medical Director and shall ensure that UM staff has appropriate clinical backgrounds in order to make medically appropriate UM decisions.

6.1.1.9 Systems Director/Manager: Individual is responsible for all MCO information systems supporting this Agreement including, but not limited to, continuity and integrity of operations, continuity flow of records with DHHS' information systems and providing necessary and timely reports to DHHS.

6.1.1.10 Claims/Encounter Manager: Individual is responsible for and is qualified by training and experience to oversee claims and encounter submittal and processing, where applicable, and to ensure the accuracy, timeliness, and completeness of processing payment and reporting.

6.1.1.11 Grievance Coordinator: Individual is responsible for overseeing the MCO's Grievance System.

6.1.1.12 Fraud, Waste, and Abuse Coordinator: Individual is responsible for tracking, reviewing, monitoring, and reducing fraud, waste, and abuse.

6.1.1.13 Compliance Officer: Individual is responsible for MCO's compliance with the provisions of this Agreement and all applicable state and federal regulations and statutes.

6.1.2 The MCO shall have an on-site presence in New Hampshire. The following key personnel shall be located in New Hampshire:
- 6.1.2.1 Executive Director
- 6.1.2.2 Medical Director
- 6.1.2.3 Quality Improvement Director
- 6.1.2.4 Special Needs Coordinator
- 6.1.2.5 Behavioral Health Coordinator
- 6.1.2.6 Developmental Disabilities Coordinator
- 6.1.2.7 Network Management Director
- 6.1.2.8 Fraud, Waste, and Abuse Coordinator
- 6.1.2.9 Grievance Coordinator

6.1.3 The MCO shall provide to DHHS for review and approval key personnel and qualifications no later than sixty (60) days prior to start of program.

6.1.4 The MCO shall staff the program with the key personnel as specified in this Agreement, or shall propose alternate staffing subject to review and approval by DHHS, which approval shall not be unreasonably withheld.

6.1.5 DHHS may grant a written exception to the notice requirements of this Section if, in DHHS's reasonable determination, the MCO has shown good cause for a shorter notice period.

6.1.6 The MCO shall provide sufficient staff to perform all tasks specified in this Agreement. The MCO shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion as contained herein. In the event that the MCO does not maintain a level of staffing sufficient to fully perform the functions, requirements, roles, and duties, DHHS may impose liquidated damages, in accordance with Section 32.

6.1.7 The MCO shall ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.

6.1.8 All key staff shall be available during DHHS hours of operation and available for in-person or video conferencing meetings as requested by DHHS.

6.1.9 The MCO key personnel, and others as required by DHHS, shall, at a minimum, be available for monthly in-person meetings in New Hampshire with DHHS.

6.1.10 The MCO shall notify DHHS at least thirty (30) calendar days in advance of any plans to change, hire, or reassign designated key personnel.

6.1.11 If a member of the MCO's key staff is to be replaced for any reason while the MCO is under Agreement, the MCO shall inform DHHS within 7 calendar days, and submit proposed alternate staff to DHHS for review and approval, which approval shall not be unreasonably withheld.

6.1.12 The MCO shall, within thirty (30) calendar days of signing this Agreement deliver to DHHS a Staffing Contingency Plan including but not limited to:

6.1.12.1 The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;

6.1.12.2 Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;

6.1.12.3 Replacement of key personnel with staff with similar qualifications and experience;

6.1.12.4 Discussion of time frames necessary for obtaining replacements;

6.1.12.5 MCO's capabilities to provide, in a timely manner, replacements/additions with comparable experience; and

6.1.12.6 The method of bringing replacements/additions up-to-date regarding this Agreement.

7 Program Management and Planning

7.1 General

7.1.1 The MCO shall provide a comprehensive risk-based, capitated program for providing health care services to members enrolled in the New Hampshire Medicaid Program and provide for all aspects of managing such program, including claims processing and operational reports. The MCO shall establish and demonstrate audit trails for all claims processing and financial reporting carried out by the MCO's staff, system, or designated agents.

7.2 Representation and Warranties

7.2.1 The MCO warrants that all Managed Care developed and delivered under this Agreement will meet in all material respects the specifications as described in the Agreement during the Agreement Period, including any subsequently negotiated, and mutually agreed, specifications.

7.2.2 The MCO acknowledges that in entering this Agreement, DHHS has relied upon representations made by the MCO in its RFP (#12-DHHS-CM-1) Technical and Cost Proposal, including any addenda, with respect to delivery of Managed Care. In reviewing and approving the program management and planning requirements of this Section, DHHS reserves the right to require the MCO to develop plans that are substantially and materially consistent with the representations made in the MCO's RFP (#12-DHHS-CM-1) Technical and Cost Proposal, including any addenda.

7.3 Audit Requirements

7.3.1 No later than forty (40) business days after the end of the State Fiscal Year each June 30, the MCO shall provide DHHS a "SOC 1" Type 2 report of the MCO or its corporate parent in accordance with American Institute of Certified Public Accountants, Statement on Standards for Attestation Engagements

(SSAE) No. 16, Reporting on Controls at a Service Organization. The report shall assess the design of internal controls and their operating effectiveness. The reporting period shall cover the previous twelve (12) months or the entire period since the previous reporting period. DHHS will share the report with internal and external auditors of the State of New Hampshire and federal oversight agencies. The SSAE 16 Type 2 report shall include:

7.3.1.1 Description by the MCO's management of its system of policies and procedures for providing services to user entities (including control objectives and related controls as they relate to the services provided) throughout the twelve (12) month period or the entire period since the previous reporting period.

7.3.1.2 Written assertion by the MCO's management about whether:

7.3.1.2.1 The aforementioned description fairly presents the system in all material respects;

7.3.1.2.2 The controls were suitably designed to achieve the control objectives stated in that description; and

7.3.1.2.3 The controls operated effectively throughout the specified period to achieve those control objectives.

7.3.1.3 Report of the MCO's auditor, which:

7.3.1.3.1 Expresses an opinion on the matters covered in management's written assertion; and

7.3.1.3.2 Includes a description of the auditor's tests of operating effectiveness of controls and the results of those tests.

7.3.2 The MCO shall notify DHHS if there are significant or material changes to the internal controls of the MCO. If the period covered by the most recent SSAE16 report is prior to June 30, the MCO shall additionally provide a bridge letter certifying to that fact.

7.3.3 The MCO shall respond to and provide resolution of audit inquiries and findings relative to the MCO Managed Care activities.

7.3.4 DHHS has the right to conduct on-site reviews of the MCO's operations at the MCO's expense. These on-site visits may be unannounced. The MCO shall fully cooperate with DHHS' on-site reviews.

7.3.5 DHHS and the MCO shall have monthly plan oversight meetings to review progress on the MCO's Program Management Plan, review any ongoing Corrective Action Plans and review MCO compliance with requirements and standards as specified in this Agreement.

7.3.6 The MCO shall use reasonable efforts to respond to DHHS oral and written correspondence within one (1) business day.

7.4 Program Management and Communications Plans

7.4.1 The MCO shall submit a Program Management Plan (PMP) to DHHS for review and approval at least sixty (60) calendar days prior to the scheduled start date of the program. Annually, thereafter, the MCO shall submit an

updated PMP to DHHS for review and approval at least sixty (60) calendar days prior to the commencement of each Agreement year.

7.4.2 The MCO shall submit a Communications Plan to DHHS for review and approval at least sixty (60) calendar days prior to the scheduled start date of the program. Thereafter, the MCO shall submit an updated Communications Plan to DHHS for review and approval at least sixty (60) calendar days prior to the commencement of each Agreement year. The Communications Plan shall provide for the MCO's response to correspondence received from DHHS staff within one (1) business day of receipt.

7.5 Emergency Response Plan

7.5.1 The MCO shall submit an Emergency Response Plan to DHHS for review and approval at least sixty (60) calendar days prior to the scheduled start date of the program. Thereafter, the MCO shall submit an updated Emergency Response Plan to DHHS for review and approval at least sixty (60) calendar days prior to the commencement of each Agreement year.

7.5.2 The plan shall address, at a minimum, the following aspects of pandemic preparedness and natural disaster response and recovery:

- 7.5.2.1 Employee training;
- 7.5.2.2 Essential business functions and key employees within the organization necessary to carry them out;
- 7.5.2.3 Contingency plans for covering essential business functions in the event key employees are incapacitated or the primary workplace is unavailable; and
- 7.5.2.4 Communication with staff, members, providers, subcontractors and suppliers when normal systems are unavailable;
  - 7.5.2.4.1 Plans to ensure continuity of services to providers and members;
  - 7.5.2.4.2 How the MCO will coordinate with and support DHHS and the other MCOs; and
  - 7.5.2.4.3 How the plan will be tested, updated and maintained.

7.6 Step 1 Program Implementation Plan

7.6.1 Submission and Contents of the Plan

7.6.1.1 The MCO shall submit a "Step 1 Program Implementation Plan" (Step 1 Implementation Plan) to DHHS for review and approval no later than fourteen (14) calendar days after the signing of this Agreement. The Step 1 Implementation Plan shall address, at a minimum, the following elements and include timelines and identify staff responsible for implementation of the Plan:

- 7.6.1.1.1 Provider credentialing/contracting;
- 7.6.1.1.2 Provider payments;
- 7.6.1.1.3 Member Services;
- 7.6.1.1.4 Member Enrollment;

7.6.1.1.5 Pharmacy Management;
7.6.1.1.6 Care Management;
7.6.1.1.7 Utilization Management;
7.6.1.1.8 Grievance System;
7.6.1.1.9 Fraud, Waste, and Abuse;
7.6.1.1.10 Third-Party Liability;
7.6.1.1.11 MCIS ;
7.6.1.1.12 Financial management; and
7.6.1.1.13 Provider and member communications.

7.6.1.2 The Step 1 Program Implementation Plan shall become an addendum to this Agreement as Exhibit L.

7.6.2 Implementation

7.6.2.1 Upon approval of the Step 1 Implementation Plan, the MCO shall implement the Plan as approved covering the Step 1 populations and services identified in Sections 8.1 and 8.2 of this Agreement.

7.6.2.2 The MCO shall successfully complete all implementation activities at its own cost and will not be reimbursed by DHHS for this phase of work.

7.6.2.3 The MCO must obtain prior written approval from DHHS for any changes or deviations from the submitted and approved Plan.

7.6.2.4 Throughout the implementation period, the MCO shall submit weekly status reports to DHHS that address:
7.6.2.4.1 Progress on Step 1 Implementation Plan;
7.6.2.4.2 Risks/Issues and mitigation strategy;
7.6.2.4.3 Modifications to the Step 1 Implementation Plan;
7.6.2.4.4 Progress on any Corrective Action Plans;
7.6.2.4.5 Program delays; and
7.6.2.4.6 Upcoming activities.

7.6.2.5 Throughout the implementation period, the MCO shall conduct weekly implementation status meetings with DHHS at a time and location to be decided by DHHS. These meetings shall include representatives of key MCO implementation staff and relevant DHHS personnel.

7.6.3 Readiness Reviews

7.6.3.1 DHHS intends to conduct two (2) readiness reviews of the MCO during the implementation phase prior to the program start date. The first review shall take place thirty (30) days after contract effective date or ninety(90) calendar days prior to the program start date, whichever comes later, and the second review shall take place thirty (30) calendar days prior to the program start date. The MCO shall fully cooperate with DHHS during these readiness reviews. During the readiness reviews, DHHS shall assess the MCO's progress towards a successful program implementation.

The review shall include validation of readiness in multiple areas, including but not limited to:

7.6.3.1.1 MCO's ability to pay a claim;
7.6.3.1.2 MCO's network adequacy;
7.6.3.1.3 MCO's member transition plan;
7.6.3.1.4 MCO's system preparedness;
7.6.3.1.5 MCO's member experience procedures;
7.6.3.1.6 Grievance System; and
7.6.3.1.7 MCO subcontracts.

7.6.3.2 Should the MCO fail to pass either readiness review, the MCO shall submit a Corrective Action Plan to DHHS sufficient to ensure the MCO passes the readiness review and shall complete implementation on schedule. This Corrective Action Plan shall be integrated into the overall program Step 1 Implementation Plan as a modification subject to review and approval by DHHS. DHHS reserves the right to suspend enrollment of members into the MCO until deficiencies in the MCO's readiness activities are rectified and/or apply liquidated damages as provided in Section 32.

7.6.3.3 During the first one hundred and eighty (180) days following the Execution Date of this Agreement, DHHS may give tentative approval of the MCO's required policies and procedures.

7.6.3.4 DHHS may at its discretion suspend application of the remedies specified in Section 32, except for those required under 42 CFR 700 and Section 1903(m) or Section 1932 of the Social Security Act, provided that the MCO is in compliance with any Corrective Action Plans developed during the readiness period, unless the MCO fails to meet the start date of the NH Medicaid Care Management program.

7.6.3.5 The start date of the Medicaid Care Management program shall be when at least two MCOs have met the readiness requirements 7.6.3.1.

7.7 Step 2 Program Implementation Plan

7.7.1 The MCO shall cooperate with, and support DHHS during Year 1 of the Agreement to establish the model for the Step 2 Program, which would include program design, rate development and implementation strategy, which shall be incorporated as an amendment to this Agreement.

7.7.2 The start date of Step 2 is July 1st, 2013, contingent upon the successful completion of requirements described in 7.7.1.

7.7.3 One-hundred eighty (180) calendar days prior to the start date of Step 2, the MCO shall submit a Step 2 Program Implementation Plan for DHHS approval.

7.7.4 The Step 2 Program Implementation Plan shall address, the critical elements of the implementation and include timelines and identify staff responsible for implementation of Step2:

7.7.4.1

7.7.5 The MCO shall successfully complete all implementation activities at its own cost and will not be reimbursed by DHHS for Step 2 implementation work.

7.7.6 The MCO shall follow its submitted Step 2 Program Implementation Plan as approved by DHHS. The MCO must obtain prior written approval from DHHS for any change to the approved Plan.

7.7.7 Throughout the implementation phase, the MCO shall submit a weekly status report to DHHS. This status reports at a minimum, shall include:

- 7.7.7.1 Risks/Issues and mitigation strategy;
- 7.7.7.2 Progress on Step 2 Implementation Plan;
- 7.7.7.3 Modifications to the Step 2 Implementation Plan;
- 7.7.7.4 Status report(s) on Corrective Action Plan(s);
- 7.7.7.5 Program delays; and
- 7.7.7.6 Upcoming activities.

7.7.8 During the Step 2 implementation phase, the MCO shall conduct weekly implementation status meetings with DHHS at a time and location to be decided by DHHS. These meetings shall include representatives of key MCO implementation staff and relevant DHHS personnel.

7.7.9 DHHS shall conduct two (2) readiness reviews of the MCO during the implementation phase prior to program start date of Step 2. The first review shall take place one-hundred twenty (120) calendar days prior to the Step 2 start date and the second review shall take place sixty (60) calendar days before the Step 2 start date. The MCO shall fully cooperate with DHHS during these readiness reviews.

7.7.10 Should the MCO fail to successfully pass either readiness review, the MCO shall submit a Corrective Action Plan to pass the readiness review and complete implementation on schedule. Corrective Action Plans will be incorporated into the Step 2 Implementation Plan and reported on in the weekly status report.

7.7.11 Should an MCO fail to correct deficiencies within twenty (20) calendar days, DHHS reserves the right to terminate the MCO's Agreement.

8 Covered Populations and Services

8.1 Covered Populations Matrix

The MCO shall provide managed care services to population groups deemed by DHHS to be eligible for managed care. The planned three step phase-in of population groups is depicted in the matrix below.

Members	Step 1	Step 2	Step 3	Excluded/ FFS
OAA/ANB/APTD/MEAD/TANF/Poverty Level - Non-Duals[1]	X			
Foster Care - With Member Opt Out	X			
Foster Care - Mandatory Enrollment (w/CMS waiver)		X		
HC-CSD (Katie Becket) - With Member Opt Out	X			
CHIP (transition to Medicaid expansion)	X			
TPL (non-Medicare) except members with VA benefits	X			
Auto eligible and assigned newborns	X			
Breast and Cervical Cancer Program (BCCP)	X			
Medicare Duals - With Member Opt Out	X			
Medicare Duals - Mandatory Enrollment (w/CMS waiver)		X		
ACA Expansion Group			X	
Members with VA Benefits				X
Family Planning Only Benefit (in development)				X
Initial part month and retroactive/PE eligibility segments (excluding auto eligible newborns)				X
Spend-down				X
QMB/SLMB Only (no Medicaid)				X

8.2 Covered Services Matrix

The MCO shall provide the services identified in the following matrix to its members, reflecting the planned three step phase-in.

Services	Step 1	Step 2	Step 3	Excluded/ FFS
Maternity & Newborn Kick Payments	X			
Inpatient Hospital	X			
Outpatient Hospital	X			
Inpatient Psychiatric Facility Services Under Age 22	X			
Physicians Services	X			
Advanced Practice Registered Nurse	X			
Rural Health Clinic & FQHC	X			
Prescribed Drugs	X			
Community Mental Health Center Services	X			
Psychology	X			
Ambulatory Surgical Center	X			
Laboratory (Pathology)	X			

[1] Per 42 USC §1396u-2(a)(2)(A)Non-dual members under age 19 receiving SSI, or with special healthcare needs, or who receive adoption assistance or are in out of home placements, have member opt out.

Services	Step 1	Step 2	Step 3	Excluded/ FFS
X-Ray Services	X			
Family Planning Services	X			
Medical Services Clinic (mostly methadone clinic)	X			
Physical Therapy	X			
Occupational Therapy	X			
Speech Therapy	X			
Audiology Services	X			
Podiatrist Services	X			
Home Health Services	X			
Private Duty Nursing	X			
Adult Medical Day Care	X			
Personal Care Services	X			
Hospice	X			
Optometric Services Eyeglasses	X			
Furnished Medical Supplies & Durable Medical Equipment	X			
Non-Emergent Medical Transportation (current admin. expense)	X			
Ambulance Service	X			
Wheelchair Van	X			
Fluoride Varnish by Primary Care Physicians (New Service)[2]	X			
Acquired Brain Disorder Waiver Services		X		
Developmentally Disabled Waiver Services		X		
Choices for Independence Waiver Services		X		
In Home Supports Waiver Services		X		
Skilled Nursing Facility		X		
Skilled Nursing Facility Atypical Care		X		
Inpatient Hospital Swing Beds, SNF		X		
Intermediate Care Facility Nursing Home		X		
Intermediate Care Facility Atypical Care		X		
Inpatient Hospital Swing Beds, ICF		X		
Glencliff Home		X		
Developmental Services Early Supports and Services		X		
New Substance Abuse Benefit Allowing MLDACs		X		
Home Based Therapy – DCYF		X		
Child Health Support Service – DCYF		X		
Intensive Home and Community Services – DCYF		X		
Placement Services – DCYF		X		
Private Non-Medical Institutional For Children – DCYF		X		
Crisis Intervention – DCYF		X		
Intermediate Care Facility MR				X
Medicaid to Schools Services				X
Dental Benefit Services				X

[2] MCOs shall provide for payment to American Academy of Pediatrics trained & annually certified primary care providers and pediatricians who conduct an oral exam, provide age appropriate anticipatory guidance and risk assessment and apply fluoride varnish to the teeth, when clinically appropriate, of members aged 6-36 months during well child care no more than twice per year.

8.2.1 While the MCO may provide a higher level of service and cover additional services than required by DHHS, the MCO shall, at a minimum, cover the services identified at least up to the limits described in N.H. code of Administrative Rules, chapter He-W 530 and He-W 426. DHHS reserves the right to alter this list at any time by informing the MCO [42 CFR 438.210(a)(1) and (2)].

8.2.2 The MCO may, with DHHS approval, require co-payment for services that do not exceed current Medicaid co-payment amounts established by DHHS.

8.2.3 The MCO shall with no disruption in service delivery to members or providers transition these services into managed care from fee-for-service (FFS).

8.2.4 All services shall be provided in accordance with 42 CFR 438.210.

8.2.5 The MCO shall adopt written policies and procedures to verify that services are actually provided [42 CFR 455.1(a)(2)].

8.3 Emergency Services

8.3.1 The MCO shall provide coverage and payment for emergency services and post-stabilization care services in accordance with §1852(d)(2) of the SSA; 42 CFR 438.114(b); 42 CFR 422.113(c); SMD letter 8/5/98.

8.3.2 The MCO shall cover and pay for emergency services at rates that are no less than the equivalent DHHS fee-for-service rates regardless of whether the provider that furnishes the services has a Agreement with the MCO [§1932(b)(2) of the SSA; 42 CFR 438.114(c)(1)(i); SMD letter 2/20/98].

8.3.3 The MCO shall not deny treatment obtained when a member had an emergency medical condition, including cases in which the absence of immediate medical attention would not have had the outcomes specified in 42 CFR 438.114(a) of the definition of emergency medical condition [§1932(b)(2) of the SSA; 42 CFR 438.114(c)(1)(ii)(A); SMD letter 2/20/98].

8.3.4 The MCO shall not deny payment for treatment obtained when a representative, such as a network provider, of the MCO instructs the member to seek emergency services [42 CFR 438.114(c)(1)(ii)(B); SMD letter 2/20/98].

8.3.5 The MCO shall not limit what constitutes an emergency medical condition on the basis of lists of diagnoses or symptoms [42 CFR 438.114(d)(1)(i)].

8.3.6 The MCO shall not refuse to cover emergency services based on the emergency room provider, hospital, or fiscal agent not notifying the member's primary care provider, MCO, or DHHS of the member's screening and treatment within ten (10) calendar days of presentation for emergency services [42 CFR 438.114(d)(1)(ii)].

8.3.7 The MCO may not hold a member who has an emergency medical condition liable for payment of subsequent screening and treatment needed to diagnose the specific condition or stabilize the patient [42 CFR 438.114(d)(2)].

8.3.8 The attending emergency physician, or the provider actually treating the member, is responsible for determining when the member is sufficiently stabilized for transfer or discharge, and that determination is binding on the entities identified in 42 CFR 438.114(b) as responsible for coverage and payment [42 CFR 438.114(d)(3)].

8.4 Post-Stabilization Services

8.4.1 Post-stabilization care services shall be covered and paid for in accordance with provisions set forth at 42 CFR 422.113(c). The MCO shall be financially responsible for post-stabilization services obtained within or outside the MCO that are pre-approved by a MCO provider or other MCO representative. [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(i); SMD letter 8/5/98]

8.4.2 The MCO shall be financially responsible for post-stabilization care services obtained within or outside the MCO that are not pre-approved by a MCO provider or other MCO representative, but administered to maintain the member's stabilized condition within one (1) hour of a request to the MCO for pre-approval of further post-stabilization care services. [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(ii) and (iii); SMD letter 8/5/98.]

8.4.3 The MCO shall be financially responsible for post-stabilization care services obtained within or outside the MCO that are not pre-approved by a MCO provider or other MCO representative, but administered to maintain, improve or resolve the member's stabilized condition if:

8.4.3.1 The MCO does not respond to a request for pre-approval within one (1) hour;

8.4.3.2 The MCO cannot be contacted; or

8.4.3.3 The MCO representative and the treating physician cannot reach an agreement concerning the member's care and a MCO physician is not available for consultation. In this situation, the MCO shall give the treating physician the opportunity to consult with a MCO physician and the treating physician may continue with care of the patient until a MCO physician is reached or one of the criteria of 42 CFR 422.133(c)(3) is met [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(iii)].

8.4.4 The MCO shall limit charges to members for post-stabilization care services to an amount no greater than what the organization would charge the member if he/she had obtained the services through the MCO. [42 CFR 438.114(e); 42 CFR 422.113(c)(2)(iv); SMD letter 8/5/98]

8.4.5 The MCO's financial responsibility for post-stabilization care services it has not pre-approved ends when:

8.4.5.1 A MCO physician with privileges at the treating hospital assumes responsibility for the member's care;

8.4.5.2 A MCO physician assumes responsibility for the member's care through transfer;

8.4.5.3 A MCO representative and the treating physician reach an agreement concerning the member's care; or

8.4.5.4 The member is discharged. [42 CFR 438.114(e); 42 CFR 422.113(c)(3); SMD letter 8/5/98]

9 Payment Reform Plan

9.1.1 The MCO shall submit, thirty (30) days from the contract effective date or ninety (90) days prior to the start of each Agreement year, whichever is later, its plan to engage its provider network in health care delivery and payment reform activities, subject to review and approval by DHHS. These activities may include, but are not limited to, pay for performance programs, innovative provider reimbursement methodologies, risk sharing arrangements and sub-capitation agreements.

9.1.2 The Payment Reform Plan shall contain information on the anticipated impact on member health outcomes of each specific activity, providers affected by the specific activity, an implementation plan for each activity and an implementation milestone to be met by the end of each year of the Agreement for each activity.

9.1.3 DHHS will withhold one percent (1%) of MCO capitation payments in each year of the Agreement under the Payment Reform Plan. The MCO will earn a pay-out of that withheld amount if it meets the implementation milestones described in the Payment Reform Plan. The pay-out will be pro-rated to the number of milestones achieved by the MCO at the end of the year.

9.1.4 The MCO shall submit a report to DHHS describing its performance against the MCO's healthcare delivery and Payment Reform Plan within ninety (90) calendar days of the end of each year of the Agreement. DHHS will evaluate the MCO's performance and make payments to the MCO, if warranted, within ninety (90) calendar days of receipt of the report.

9.1.5 The MCO's Payment Reform Plan(s) shall be in compliance with the following requirements:

- 9.1.5.1 FQHCs and RHCs will be paid the encounter rate paid by DHHS as of July 1, 2011
- 9.1.5.2 Hospice services will be reimbursed at the Medicare rates as of July 1, 2011
- 9.1.5.3 The MCO's provider incentive plan shall comply with requirements set forth in 42 CFR 422.208 and 42 CFR 422.210 [42 CFR 438.6(h)].
- 9.1.5.4 The MCO may not make payment directly or indirectly to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to an individual [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].
- 9.1.5.5 The MCO shall provide information on its provider incentive program to any New Hampshire recipient upon request (this includes the right to adequate and timely information on the plan) [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208; 42 CFR 422.210; 42 CFR 438.6(h)].
- 9.1.5.6 The MCO shall report whether services not furnished by physician/group are covered by an incentive plan. No further

disclosure is required if the incentive plan does not cover services not furnished by the physician/group [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.6.1 The MCO shall report the type of incentive arrangement (e.g., withhold, bonus, capitation) [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.7 The MCO shall report the percent of withhold or bonus (if applicable) [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.8 The MCO shall report panel size, and if patients are pooled, the approved method used [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

9.1.5.9 If the physician/group is at substantial financial risk, the MCO shall report proof that the physician/group has adequate stop loss coverage, including amount and type of stop-loss [§1903(m)(2)(A)(x)of the SSA; 42 CFR 422.208 and 422.210; 42 CFR 438.6(h)].

10 Care Management Program

The MCO shall implement a comprehensive care management program that has at a minimum the following components:

- Care Coordination
- Support of Patient-Centered Medical Homes and Health Homes
- Non-Emergency Medical Transportation
- Wellness and Prevention programs
- Chronic Care Management Programs
- High Cost/ High Risk member management programs
- A Special Needs Program

10.1 Care Coordination: Role of the MCO

10.1.1 The MCO shall develop a strategy for coordinating all care for all members. Care coordination for its members includes coordination of primary care, specialty care, and all other MCO covered services as well as services provided through the fee for service program. Care coordination shall promote and assure service accessibility, focus attention to individual needs, provide for continuity of care, and assure comprehensive coordinated and integrated culturally appropriate delivery of care.

10.1.2 The MCO shall ensure that services provided to children are family driven and based on the needs of the child and the family. The MCO shall support the family in having a primary decision making role in the care of their children utilizing the Substance Abuse and Mental Health Services Administration (SAMHSA) core elements of a children's services system of care which:

10.1.2.1 Are person centered;

10.1.2.2 Include active family involvement;
10.1.2.3 Deliver behavioral health services that are anchored in the community;
10.1.2.4 Build upon the strengths of the child and the family;
10.1.2.5 Integrate services among multiple providers and organizations working with the child; and
10.1.2.6 Utilizes a wraparound model of care within the context of a family driven model of care.

10.1.3 The MCO will ensure that its providers, families and members participate in the development of a system of care model for children with serious emotional disturbance.

10.1.4 The MCO shall ensure that services to individuals who are homeless are to be prioritized and made available to those individuals.

10.2 Care Coordination: Role of the Primary Care Provider

10.2.1 The MCO shall implement procedures that ensure that each member has access to an ongoing source of primary care appropriate to his or her needs and a person or entity formerly designated as primarily responsible for coordinating the health care services furnished to the member in accordance with (42 CFR 438.208(b)(1), (2), and (3).

10.2.2 The MCO shall develop programs to assess and support, wherever possible, primary care providers to act as a patient centered medical home. A patient centered medical home shall include all of the five key domains outlined by the Agency for Healthcare Research and Quality (AHRQ):
10.2.2.1 Comprehensive care;
10.2.2.2 Patient-centered care;
10.2.2.3 Coordinated care;
10.2.2.4 Accessible services; and
10.2.2.5 Quality and safety.

10.2.3 DHHS recognizes that there is a variety of ways in which these domains can be addressed in clinical practices. External accreditation is not required by DHHS to qualify as a medical home. The MCO's support to primary care providers acting as patient centered medical homes shall include, but is not limited to, the development of systems, processes and information that promotes coordination of the services to the member outside of that provider's primary care practice.

10.2.4 The MCO shall actively support the creation of health homes for its medically complex members, as defined by §1945 of the SSA. Health homes are designed to be person-centered systems of care that facilitate access to and coordination of the full array of primary and acute physical health services, behavioral health care, and long-term community-based services and supports. The health home expands on the medical home model by building additional linkages and enhancing coordination and integration of medical and behavioral health care to better meet the needs of people with multiple chronic illnesses. To be eligible for health home services, members shall have;

10.2.4.1 At least two (2) chronic conditions, including asthma, diabetes, heart disease, obesity, mental health condition, and substance abuse disorder;

10.2.4.2 One chronic condition and be at risk for another; or

10.2.4.3 One serious and persistent mental health condition.

10.2.5 The MCO shall work with DHHS and the other MCOs contracted with DHHS to develop a health home model that DHHS will submit for approval by the Centers for Medicare & Medicaid Services (CMS). Once approved by CMS, the MCO shall implement its health home program in accordance with the approved model, and in a time frame specified by DHHS.

10.3 Care Coordination: Role of Obstetric Providers

10.3.1 If at the time of entering the MCO as a new member is transferring from another MCO within the state system, is in her first trimester of pregnancy and is receiving, medically necessary covered prenatal care services, as defined within this Agreement as covered services, before enrollment the MCO shall be responsible for the costs of continuation of medically necessary prenatal care services, including prenatal care, delivery, and postpartum care.

10.3.2 If the member is receiving services from an out-of-network provider prior to enrollment in the MCO, the MCO shall be responsible for the costs of continuation of medically necessary covered prenatal services until such time as the MCO can reasonably transfer the member to a network provider without impeding service delivery that might be harmful to the member's health.

10.3.3 If the member, at the time of enrollment, is receiving services from a network provider, the MCO shall be responsible for the costs of continuation of medically necessary covered prenatal services from that provider through the postpartum period.

10.3.4 In the event a member entering the MCO, either as a new member or transferring from another MCO, is in her second or third trimester of pregnancy and is receiving medically necessary covered prenatal care services at the time of enrollment, the MCO shall be responsible for providing continued access to the prenatal care provider, whether an out of network or in network provider, through the postpartum period.

10.3.5 Postpartum care includes the first postpartum visit, any additional visits necessary to manage any complications related to delivery, and completion of the medical record.

10.3.6 The MCO shall develop and maintain policies and procedures, subject to DHHS approval, regarding the transition of any pregnant members.

10.4 Non-Emergent Transportation

10.4.1 The MCO shall be required to arrange for the non-emergent medical transportation of its members to ensure members receive medically necessary services covered by the New Hampshire Medicaid program regardless of whether those medically necessary services are covered by the MCO. The

MCO shall ensure that a member's lack of personal transportation is not a barrier to accessing care.

10.4.2 The MCO, and any sub-contractors, shall be required to perform background checks on all non-emergent medical transportation providers.

10.4.3 The MCO shall provide monthly reports to DHHS on its non-emergent medical transportation activities to include but not be limited to;

- 10.4.3.1 The types of non-emergent medical transportation members ordinarily use;
- 10.4.3.2 Number of members transported;
- 10.4.3.3 Number of completed transportation events;
- 10.4.3.4 Number of transportation requests that were successfully completed; and
- 10.4.3.5 Number of transportation requests that were not provided.

10.5 Wellness and Prevention

10.5.1 The MCO shall develop and implement wellness and prevention programs for its members.

10.5.2 The MCO shall, at a minimum, develop and implement programs designed to address childhood and adult obesity, smoking cessation, and other similar type wellness and prevention programs in consultation with DHHS.

10.5.3 The MCO shall, at minimum, provide primary and secondary preventive care services, rated A or B, in accordance with the recommendations of the U.S. Preventive Services Task Force, and for children, those preventive services recommended by the American Academy of Pediatrics Bright Futures Program.

10.5.4 The MCO may substitute generally recognized accepted guidelines for the requirements set forth in 10.5.3, provided that such substitution is approved in advance by DHHS. The MCO shall provide members with a description of preventive care benefits to be used by the MCO in the member handbook and on the MCO's website.

10.5.5 The MCO shall provide members with general health information and provide services to help members make informed decisions about their health care needs. The MCO shall encourage patients to take an active role in shared decision making.

10.5.6 The MCO shall support and refer eligible members to the New Hampshire's Medicaid incentives for the prevention of chronic disease program.

10.5.7 The MCO shall also participate in other public health initiatives at the direction of DHHS.

10.6 Member Health Education

10.6.1 The MCO shall develop and initiate a member health education program that supports the overall wellness, prevention, and care management programs, with the goal of empowering patients to actively participate in their healthcare.

10.6.2 The MCO shall encourage members to complete an annual health risk assessment. The MCO will submit their Health Risk Assessment forms to DHHS for review and approval. The MCO shall also report annually on:

- 10.6.2.1 the number of members who completed a health risk assessment;
- 10.6.2.2 the percentage of eligible members who completed the health risk assessment; and
- 10.6.2.3 the percentage of members eligible for chronic care management, high cost/high risk care management, complex care management and/or the MCO's special needs program who completed a health risk assessment.

10.6.3 The MCO shall actively engage members in both wellness program development and in program participation and shall provide additional or alternative outreach to members who are difficult to engage.

10.7 Chronic Care Management, High Risk/High Cost Member and other Complex Member Management

10.7.1 The MCO shall develop effective chronic and complex care management programs that assist members in the management of their chronic diseases. The MCO may delegate the chronic and complex care member management to a patient centered medical home or health home provided that all the criteria for qualifying as a patient centered medical home or a health home and the additional conditions of this section have been met. These programs shall incorporate a "whole person" approach to ensure that the member's physical, behavioral, developmental, and psychosocial needs are comprehensively addressed. The MCO or its delegated entity shall ensure that the member, and/or the member's care giver, are actively engaged in the development of the care plan.

10.7.2 The MCO shall submit status reports to DHHS on MCO care management activities and any delegated medical home or health home activities as requested or required by DHHS.

10.7.3 The MCO shall at, a minimum, provide chronic care management services for the following disease states:

- 10.7.3.1 Diabetes, in coordination with the forthcoming federal diabetes initiative;
- 10.7.3.2 Congestive Heart Failure (CHF);
- 10.7.3.3 Chronic Obstructive Pulmonary Disease (COPD);
- 10.7.3.4 Asthma;
- 10.7.3.5 Coronary Artery Disease (CAD), in coordination with the Million Hearts Campaign;
- 10.7.3.6 Obesity; and
- 10.7.3.7 Mental Illness.

10.8 Special Needs Program

10.8.1 The MCO shall create an organizational structure to function as patient navigators to:

10.8.1.1 Reduce any barriers to care encountered by members with special needs

10.8.1.2 Ensure that each member with special needs receives the medical services of PCPs and specialists trained and skilled in the unique needs of the member, including information about and access to specialists as appropriate

10.8.1.3 Support in accessing all covered services appropriate to the medical condition or circumstance.

10.8.2 The MCO shall identify special needs members based on the member's physical, developmental, or behavioral conditions including but not limited to;

10.8.2.1 A member with at least two chronic conditions;

10.8.2.2 A member with one chronic condition and is at risk for another chronic condition;

10.8.2.3 A member with one serious and persistent mental health condition;

10.8.2.4 A member living with HIV/AIDS;

10.8.2.5 A member who is a child in foster care; and

10.8.2.6 A member with intellectual or developmental disabilities.

10.8.3 The MCO shall reach out to members identified with special needs and their PCP to inform them of additional services and supports available to them through the MCO's special needs program.

10.9 Coordination and Integration with Social Services and Community Care

10.9.1 The MCO shall develop relationships that actively link members with other state, local, and community programs that may provide or assist with related health and social services to members, including not limited to:

10.9.1.1 Juvenile Justice and Adult Community Corrections

10.9.1.2 Locally administered programs including Women, Infants, and Children, Head Start Programs, Community Action Programs, local income and nutrition assistance programs, housing, etc.

10.9.1.3 Family Organizations, Youth Organizations, Consumer Organizations, and Faith Based Organizations

10.9.1.4 Public Health Agencies

10.9.1.5 Schools

10.9.1.6 Step 2 Programs and Services

10.9.1.7 The court system

11 EPSDT

11.1.1 The MCO shall provide Early Periodic Screening Diagnostic Treatment (EPSDT) services to members less than twenty-one (21) years of age in compliance with all requirements found below.

11.1.2 The MCO shall comply with sections 1902(a)(43) and 1905(a)(4)(B) and 1905(r) of the SSA and federal regulations at 42 CFR 441.50 that require

EPSDT services to include outreach and informing, screening, tracking, and, diagnostic and treatment services. The MCO shall comply with all EPSDT requirements pursuant to the New Hampshire Medicaid Rules.

11.1.3 The MCO shall develop an EPSDT Plan that includes written policies and procedures for conducting outreach and education, tracking and follow-up to ensure compliance with the EPSDT periodicity schedules. The EPSDT Plan shall emphasize outreach and compliance monitoring taking into account the multi-lingual, multi-cultural nature of the served population, as well as other unique characteristics of this population. The EPSDT Plan shall include procedures for follow-up of missed appointments, including missed referral appointments for problems identified through Health Check screens and exams and follow-up on any abnormal screening exams. The EPSDT Plan shall also include procedures for referral, tracking, and follow up for annual dental examinations and visits, upon receipt of dental claims information from DHHS. The EPSDT Plan shall consider and be consistent with current policy statements issued by the American Academy of Pediatrics and the American Academy of Pediatric Dentists to the extent that such policy statements relate to the role of the primary care provider in coordinating care for infants, children and adolescents. The MCO shall submit its EPSDT Plan to DHHS for review and approval ninety (90) days prior to program start and annually sixty (60) calendar days prior to the first day of each Agreement year.

11.1.4 The MCO shall ensure providers perform a full EPSDT visit according to the periodic schedule approved by DHHS and the American Academy of Pediatrics periodicity schedule. The visit shall include a comprehensive history, unclothed physical examination, appropriate immunizations, lead screening and testing per CMS requirements §1902(a)(43) of the SSA, §1905(a)(4)(B) of the SSA and 42 CFR 441.50-.62, and health education/anticipatory guidance. All five (5) components shall be performed for the visit to be considered an EPSDT visit.

12 Behavioral Health

12.1.1 This section applies to individuals who have been determined to be eligible for community mental health services based on diagnosis, level of impairment and the requirements outlined in N.H. code of Administrative Rules, chapter He-M 401.

12.1.1.1 Community mental health services shall be provided in accordance with the NH Medicaid State Plan, He-M 426, He-M 408 and all other applicable state and federal regulations.

12.1.1.2 All clinicians providing community mental health services are subject to the requirements of He-M 426 and any other applicable state and federal regulations.

12.1.2 All other behavioral health services shall be provided to all NH Medicaid-eligible recipients in accordance with the NH Medicaid State Plan.

12.1.3 The MCO shall employ a trauma informed care model for community mental health services, as defined by SAMHSA, with a thorough assessment of an individual's trauma history in the initial intake evaluation and subsequent evaluations to inform the development of an individualized service plan, pursuant to He-M 401, that will effectively address the individual's trauma history.

12.1.4 The MCO shall offer provider contracts to New Hampshire's Community Mental Health Centers (CMHCs) that take into account the reasonable costs incurred by the Centers to provide services to Medicaid eligible clients. In the event that any CMHC declines to participate or fails to meet participation requirements, the MCO shall notify DHHS and shall implement action steps to designate a community mental health program to provide services in the designated community mental health services region. The community mental health services regions are defined in He-M 425.

12.1.4.1 The MCO shall make every effort to maintain continuity of care for existing clients at their local community mental health center.

12.1.4.2 In the event that an alternative community mental health program is established, subject to the approval of DHHS, a transition plan shall be implemented subject to the current requirements outlined in He-M 403.

12.1.4.3 The designation process for a new community mental health program is subject to State Administrative Rule He-M 403.

12.1.5 State Administrative Rule He-M 426, Community Mental Health Services, details the services available to adults with a severe mental illness and children with serious emotional disturbance. The MCO shall, at a minimum, make these services available to all members determined eligible for community mental health services under State Administrative Rule He-M 401.

12.1.5.1 The MCO shall be required to continue the implementation of evidence based practices across the entire service delivery system.

12.1.5.2 Behavioral Health Services shall be recovery and resiliency oriented, based on SAMHSA's definition of recovery and resiliency.

12.1.5.3 The MCO shall ensure that community mental health services are delivered in the least restrictive community based environment, based on a person-centered approach, where the member and their family's personal goals and needs are considered central in the development of the individualized service plans.

12.1.5.4 The MCO shall ensure that community mental health services to individuals who are homeless continue to be prioritized and made available to those individuals.

12.1.5.5 The MCO shall maintain or increase the ratio of community based to office based services for each region in the State, as specified in He-M 425, to be greater than or equal to the regional current percentage or 50%, whichever is greater.

12.1.5.6 The Department of Health and Human Services will issue a list of covered office and community based services annually, by

procedure code, that are used to determine the ratio outlined in 12.1.5.5.

12.1.5.7 The MCO shall submit a written report to the Department of Health and Human Services every six (6) months, by region, of the ratio of community based services to office based services.

12.1.6 The MCO shall ensure that all clinicians who provide community mental health services meet the requirements in He-M 401 and He-M 426 and are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) and the Adult Needs and Strengths Assessment (ANSA).

12.1.6.1 Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120 days of implementation by the Department of Health and Human Services of a web-based training and certification system.

12.1.6.1.1 The CANS and the ANSA assessment shall be completed by the community mental health program no later than the first member annual review following clinician certification to utilize the CANS and the ANSA.

12.1.6.1.2 The community mental health long term care eligibility tool, specified in He-M 401, and in effect on January 1, 2012 shall continue to be utilized by a clinician until such time as the Department of Health and Human Services implements web-based access to the CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the member annual review date has passed.

12.1.6.2 The CANS and the ANSA assessment shall be completed at least every ninety (90) calendar days to document progress towards goals and objectives and any continued need for CMH services.

12.1.6.2.1 Documentation of the review shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.

12.1.6.2.2 The CANS and the ANSA shall be utilized to assist the clinician and the MCO in developing an individualized, person-centered treatment plan, with measurable outcomes to drive future modifications to the individualized service plan.

12.1.7 The MCO shall ensure that community mental health service providers operate in a manner that enables the State to meet its obligations under Title II of the Americans with Disabilities Act, with particular attention to the "integration mandate" contained in 28 CFR 35.130(d).

12.1.8 The MCO shall continue the implementation of New Hampshire's 10-year Olmstead Plan, as updated from time to time, Addressing the Critical Mental Health Needs of New Hampshire's Citizens: A Strategy for Restoration.

12.1.8.1 The MCO shall include in its Program Management Plan the MCO's focus on the following programs and services:
- 12.1.8.1.1 Assertive Community Treatment Teams in regions not currently covered by ACT.
- 12.1.8.1.2 Community Residential capacity.
- 12.1.8.1.3 New and innovative interventions that will reduce admissions and readmissions to New Hampshire Hospital and increase community tenure for adults with a severe mental illness and children with a serious emotional disturbance.

12.1.9 The Department of Health and Human Services will lead regional planning activities in each community mental health region to develop and refine community mental health services in New Hampshire. The MCO shall support and actively participate in these activities.
- 12.1.9.1 The focus of the regional planning process will be on reducing the need for inpatient care and emergency department utilization, and on increasing community tenure.

12.1.10 The MCO shall develop a Training Plan each year of the Agreement for how it will support the New Hampshire community mental health service system's effort to hire and train qualified staff. The MCO shall submit this Training Plan to DHHS sixty (60) days prior to program start and annually ninety (90) days prior to beginning of each Agreement year.
- 12.1.10.1 The MCO shall submit a report summarizing what training was provided, a copy of the agenda for each training, a participant registration list for each CMHC and a summary, for each training provided, of the evaluations done by program participants, within ninety (90) calendar days of the conclusion of each Agreement year.
- 12.1.10.2 As part of that Training Plan, the MCO shall promote provider competence and opportunities for skill-enhancement through training opportunities and consultation, either through the MCO or other consultants with expertise in the area focused on through the training.
- 12.1.10.3 The MCO Training Plan outlined in 12.1.10.1 shall be designed to sustain and expand the use of the Evidence Based Practices of Illness Management and Recovery (IMR), Evidence Based Supported Employment (EBSE), Trauma Focused Cognitive Behavioral Therapy (TF-CBT), Dialectical Behavior Treatment (DBT) and Assertive Community Treatment (ACT), and to improve NH's penetration rates for Illness Management and Recovery (IMR) and Supported Employment, by 2% each year of the Agreement. The baseline measure for penetration rates shall be the NH submission to the SAMHSA Uniform Reporting System for 2011.
- 12.1.10.4 The MCO shall offer a minimum of 2 hours of training each year to all community mental health center staff on suicide risk

assessment, suicide prevention and post intervention strategies in keeping with the State's objective of reducing the number of suicides in New Hampshire.

12.1.10.5 The MCO shall submit an annual report no later than ninety (90) calendar days following the close of the fiscal year with a summary of the trainings provided, a list of attendees from each community mental health program, and the proposed training for the next fiscal year.

12.1.11 The MCO shall ensure, through its contracts with local providers, that regionally based crisis lines and Emergency Services as defined in He-M 403 and He-M 426 are in place 24 hours a day/ 7 days a week for individuals in crisis. These crisis lines and Emergency Services Teams shall employ clinicians who are trained in managing crisis intervention calls and who have access to a clinician available to evaluate the member on a face-to-face basis in the community to address the crisis and evaluate the need for hospitalization.

12.1.11.1 The MCO shall develop a written proposal within six (6) months from signing this Agreement, for review and approval by DHHS, for new, innovative and cost effective models of providing crisis and emergency response services that will provide the maximum clinical benefit to the consumer while also meeting the State's objectives in reducing admissions and increasing community tenure.

12.1.12 The MCO shall develop policies governing the coordination of care with primary care providers and community mental health programs. These policies shall be submitted to DHHS for review and approval ninety (90) calendar days prior to the beginning of each Agreement year, including Year 1.

12.1.12.1 The MCO shall ensure that there is coordination between the primary care provider and the community mental health program.

12.1.12.2 The MCO shall ensure that both the primary care provider and community mental health program request written consent from the member to release information to coordinate care regarding mental health services or substance abuse services or both, and primary care.

12.1.12.2.1 The MCO shall require, through its contracts with providers, documentation of all instances in which consent was not given, and if possible the reason why, and submit this report to DHHS no later than sixty (60) calendar days following the end of the fiscal year.

12.1.13 The MCO shall ensure integrated care coordination by requiring that providers accept all referrals for its members from the MCO that result from a court order or a request from DHHS. The MCO shall be required to pay for these Medicaid State Plan services for these members

12.1.14 The MCO shall pay for all NH Medicaid State Plan services for its members so long as ordered to be provided by the Mental Health Court.

12.1.15 The MCO shall develop a collaborative agreement with New Hampshire Hospital, the State of New Hampshire's state operated inpatient psychiatric facility. This collaborative agreement subject to the approval of DHHS shall at a minimum address the Americans with Disabilities Act requirement that individuals be served in the most integrated setting appropriate to their needs, include the responsibilities of the community mental health program network in order to ensure a seamless transition of care upon admission and discharge to the community, and detail information sharing and collaboration between the MCO and New Hampshire Hospital.

12.1.15.1 It is the policy of the State to decrease discharges from inpatient care at New Hampshire Hospital to homeless shelters and to ensure the inclusion of an appropriate living situation as an integral part of all discharge planning from New Hampshire Hospital. The MCO shall utilize the collaborative agreement to track any discharges that the MCO, through its provider network, was unable to place into the community and who instead were discharged to a shelter or into homelessness. The MCO shall submit a report to the Department of Health and Human Services, quarterly, detailing the reasons why members were placed into homelessness and include efforts made by the MCO to arrange appropriate placements.

12.1.16 The MCO shall designate a liaison with privileges, as required by New Hampshire Hospital, to continue the members care management activities, and assist in facilitating a coordinated discharge planning process for adults and children admitted to New Hampshire Hospital. Except for participation in the Administrative Review Committee, the liaison shall actively participate in New Hampshire Hospital treatment team meetings and discharge planning meetings to ensure that individuals receive treatment in the least restrictive environment complying with the Americans with Disabilities Act and other applicable federal and State regulations.

12.1.16.1 The liaison shall actively participate, and assist New Hampshire Hospital staff in the development of a written discharge plan within 24 hours of admission.

12.1.16.2 The MCO shall ensure that the final discharge plan shall be provided to the member and the members authorized representative prior to discharge.

12.1.16.3 The MCO shall make contact with the member, by telephone, within 3 days of discharge from New Hampshire Hospital in order to review the discharge plan, support the member in attending any scheduled follow-up appointments, support the continued taking of any medications prescribed, and answer any questions the member may have.

12.1.16.4 The MCO shall ensure an appointment with a community mental health program for the member is scheduled prior to discharge. Such appointment shall occur within seven (7) calendar days after discharge.

12.1.16.5 The MCO shall work with DHHS to review cases of members that New Hampshire Hospital has indicated a difficulty returning back to the community, identify barriers to discharge, and develop an appropriate transition plan back to the community.

12.1.16.6 The MCO shall establish a reduction in readmissions plan, subject to approval by DHHS, to monitor the 30-day and 180-day readmission rates to New Hampshire Hospital, review member specific data with each of the community mental health programs, and implement measurable strategies within 90 days of the execution of this Agreement to reduce 30-day and 180-day readmission. The MCO shall include benchmarks and reduction goals in the Program Management Plan.

12.1.17 The MCO shall continue to support and ensure that culturally and linguistically competent community mental health services currently provided for people who are deaf continue to be made available. These services shall be similar to services currently provided through the Deaf Services Team at Greater Nashua Mental Health Center.

13 Pharmacy Management

13.1.1 The MCO's formulary and pharmacy prior authorization criteria and other point of service edits, including but not limited to, prospective drug utilization review edits and dosage limits, shall be subject to DHHS approval, and in compliance with §1927 of the SSA. The MCO shall incorporate the New Hampshire Medicaid Preferred Drug List, as developed by DHHS, into its formulary. The MCO shall not include drugs by manufacturers not enrolled in the OBRA 90 Medicaid rebate program on its formulary without DHHS consent.

13.1.2 The MCO shall submit its policies and procedures related to its maintenance drug policy, specialty pharmacy programs, and any new pharmacy service program proposed by the MCO to DHHS for its approval.

13.1.3 The MCO shall submit the items described in 13.1.1 and 13.1.2 to DHHS for approval sixty (60) calendar days prior to the program start date of Step 1.

13.1.4 Any modifications to items listed in 13.1.1 and 13.1.2 shall be submitted for approval at least sixty (60) calendar days prior to the proposed effective date of the modification.

13.1.5 The MCO shall notify members and providers of any modifications to items listed in 13.1.1 and 13.1.2 thirty (30) calendar days prior to the modification effective date.

13.1.6 Implementation of a modification shall not commence prior to DHHS approval.

13.1.7 DHHS approved pharmacy prior authorizations in place at the time a member transitions from FFS to an MCO shall be honored for a maximum of ninety (90) calendar days. The MCO shall also, in the member handbook, provide information to members regarding prior authorization in the event the member chooses to transfer to another MCO.

13.1.8 The MCO shall adjudicate pharmacy claims for its members utilizing a point of service (POS) system where appropriate. System modifications, including but not limited to systems maintenance, software upgrades, implementation of International Classification of Diseases- 10 (ICD-10) code sets, and NDC code sets or migrations to new versions of National Council for Prescription Drug Programs (NCPDP) transactions shall be updated and maintained to current industry standards. The MCO shall provide an automated decision during the POS transaction in accordance with NCPDP mandated response times with ninety-five percent (95%) of electronic system transactions completing in less than one (1) second.

13.1.9 In accordance with Section 1927 (d)(5)(A and B) of the Social Security Act, the MCO shall respond by telephone or other telecommunication device within twenty-four (24) hours of a request for prior authorization and reimburse for the dispensing of at least a seventy-two (72) hour supply of a covered outpatient prescription drug in an emergency situation.

13.1.10 The MCO shall develop or participate in other state of New Hampshire pharmacy related quality improvement initiatives. At minimum, the MCO shall routinely monitor and address:

13.1.10.1 Polypharmacy (physical health and behavioral health medications)

13.1.10.2 Adherence to the appropriate use of maintenance medications, such as the elimination of gaps in refills

13.1.10.3 The appropriate use of behavioral health medications in children by encouraging the use of and reimbursing for consultations with child psychiatrists

13.1.11 In accordance with changes to rebate collection processes in the Patient Protection and Affordable Care Act (PPACA), DHHS will be responsible for collecting OBRA 90 (CMS) rebates from drug manufacturers on MCO pharmacy claims. The MCO shall provide all necessary pharmacy encounter data to the State to support the rebate billing process.

13.1.12 The MCO shall work cooperatively with the State to ensure that all data needed for the collection of CMS and supplemental rebates by the State's pharmacy benefit administrator is delivered in a comprehensive and timely manner, inclusive of any payments made for members for medications covered by other payers.

14 Member Enrollment and Disenrollment

14.1 Eligibility

14.1.1 The State has sole authority to determine whether an individual meets the eligibility criteria for Medicaid as well as whether he/she will be enrolled in the Care Management program. The State shall maintain its current responsibility for determining member eligibility. The MCO shall comply with eligibility decisions made by DHHS.

14.1.2 The MCO shall ensure that ninety-five percent (95%) of transfers of eligibility files are incorporated and updated within twenty-four (24) hours after

successful receipt of data. Data received Monday-Friday is to be uploaded Tuesday-Saturday between midnight and 8AM EST. The MCO shall develop a plan to ensure the provision of pharmacy benefits in the event the eligibility file is not successfully loaded by 10AM EST. The MCO shall make DHHS aware, within 24 hours, of unsuccessful uploads that go beyond 10AM EST.

14.1.3 The ASCX12 834 enrollment file will limit enrollment history to eligibility spans reflective of any assignment of the member with the MCO.

14.1.4 To ensure appropriate continuity of care, DHHS will provide up to two (2) years (as available) medical, pharmacy and behavioral health claims history data for all fee-for-service Medicaid beneficiaries assigned to MCO. For Members transitioning from another MCO, DHHS will also provide such claims data, supplementing as necessary from encounter information.

14.2 Relationship with Enrollment Services

14.2.1 DHHS or its designee shall be responsible for member enrollment and passing that information along to the MCO for plan enrollment [42 CFR 438.6(d)(2)].

14.2.2 The MCO shall accept individuals into its plan from DHHS or its designee in the order in which they apply without restriction, (unless authorized by the regional administrator), up to the limits set in this Agreement [42 CFR 438.6(d)(1)].

14.2.3 The MCO shall furnish information to DHHS or its designee so that it may comply with the information requirements of 42 CFR 438.10 to ensure that, before enrolling, the recipient receives, from the entity or the State, the accurate oral and written information he or she needs to make an informed decision on whether to enroll [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; State Medicaid Manual (SMM) 2090.1; SMM 2101].

14.2.4 The MCO shall provide information, within five (5) business days, to DHHS or its designee that allows for a determination of a possible change in eligibility of members (for example, those who have died, been incarcerated, or moved out-of-state).

14.3 Enrollment

14.3.1 The MCO shall accept members who choose to enroll in the MCO:

- 14.3.1.1 During the initial enrollment period;
- 14.3.1.2 During an annual enrollment period; or
- 14.3.1.3 If the member requests to be assigned to the same plan in which another family member is currently enrolled.

14.3.2 The MCO shall accept for automatic re-enrollment members who were disenrolled due to a loss of Medicaid eligibility for a period of two (2) months or less.

14.3.3 The MCO shall accept members who have been auto-assigned by DHHS to the MCO.

14.3.4 The MCO shall accept members who are auto-assigned to another MCO but have an established relationship with a primary care provider that is not in the network of the auto-assigned MCO. The member can request enrollment any time during the first twelve (12) months of auto-assignment.

14.4 Auto-Assignment

14.4.1 DHHS will use the following auto-assignment methodology in the first year of the program:

14.4.1.1 DHHS will review fee for service claims data to determine if the member had a usual provider of primary care services. If that provider is only under contract with a single MCO, the member will be assigned to that MCO, if the provider is under contract with more than one MCO or no usual source of primary care can be determined the following algorithm will be used, the MCO with the highest technical score will be assigned 50% of the auto-assigned members. The sample algorithm is outlined below:

14.4.1.1.1 The MCO with the highest technical score will be assigned the first member

14.4.1.1.2 The MCO with the second highest technical score will be assigned the next member

14.4.1.1.3 The MCO with the highest technical score will be assigned the next member

14.4.1.1.4 The MCO with the third highest technical score will be assigned the next member

14.4.1.2 The algorithm will be used until all members are assigned.

14.4.2 DHHS reserves the right to change the auto assignment process at its discretion.

14.4.3 DHHS may also revise its auto-assignment methodology during the Contract Period for new Medicaid Members who do not select an MCO (Default Members). The new assignment methodology would reward those MCOs that demonstrate superior performance and/or improvement on one or more key dimensions of performance. In establishing assignment methodology, DHHS will employ a subset of the quality performance indicators. At present, DHHS intends to recognize those MCOs that perform favorably on selected performance indicators by disproportionately assigning Default Members to that MCO.

14.5 Disenrollment

14.5.1 Disenrollment provisions apply to all members, regardless of whether the member is mandatory or voluntary [42 CFR 438.56(a); SMD letter 01/21/98].

14.5.2 A member may request disenrollment with cause at any time when:

14.5.2.1 The member moves out of state

14.5.2.2 The member needs related services to be performed at the same time; not all related services are available within the network; and

receiving the services separately would subject the member to unnecessary risk

14.5.2.3 Other reasons, including but not limited to, lack of access to services covered under the Agreement, violation of rights, or lack of access to providers experienced in dealing with the member's health care needs [42 CFR 438.56(d)(2)]

14.5.3 Without cause, at the following times:

14.5.3.1 During the ninety (90) days following the date of the member's initial enrollment with the MCO or the date that DHHS (or its agent) sends the member notice of the enrollment, whichever is later

14.5.3.2 For members who are auto-assigned to a MCO and who have an established relationship with a primary care provider that is only in the network of a non-assigned MCO, the member can request disenrollment during the first twelve (12) months of enrollment at any time

14.5.3.3 Any time for members who enroll on a voluntary basis

14.5.3.4 During open enrollment every twelve (12) months

14.5.3.5 For sixty (60) calendar days following an automatic reenrollment if the temporary loss of Medicaid eligibility has caused the member to miss the annual enrollment/disenrollment opportunity (This provision applies to re-determinations only and does not apply when a member is completing a new application for Medicaid eligibility)

14.5.3.6 When DHHS imposes the intermediate sanction on the MCO specified in 42 CFR 438.702(a)(3) [§1932(a)(4)(A) of the SSA; §1932(e)(2)(C) of the SSA; 42 CFR 438.56(c)(1); 438.56(c)(2)(i), (ii), (iii), and (iv); 42 CFR 438.702(a)(3); SMD letter 02/20/98; SMD letter 01/21/98]

14.5.4 The MCO shall provide members and their representatives with written notice of disenrollment rights at least sixty (60) calendar days before the start of each re-enrollment period.

14.5.5 If a member is requesting disenrollment, the member (or his or her representative) shall submit an oral or written request to DHHS or its agent.

14.5.6 The MCO shall furnish all relevant information to DHHS for its determination regarding disenrollment, within three (3) business days after receipt of DHHS' request for information.

14.5.7 The MCO shall submit involuntary disenrollment requests to DHHS with proper documentation for the following reasons [42 CFR 438.56(b)(1); SMM 2090.12]:

14.5.7.1 Member has established out of state residence;

14.5.7.2 Member death;

14.5.7.3 Determination that the member is ineligible for enrollment based on the criteria specified in this Agreement regarding excluded populations; or

14.5.7.4 Fraudulent use of the member ID card

14.5.8 The MCO shall not request disenrollment of a member for any reason not permitted in this Agreement [42 CFR 438.56(b)(3)].

14.5.9 The MCO shall not request disenrollment because of an adverse change in the member's health status, or because of the member's utilization of medical services, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs (except when his or her continued enrollment in the MCO seriously impairs the entity's ability to furnish services to either this particular member or other members) or abuse of substances, prescribed or illicit, and any legal consequences resulting from substance abuse. [42 CFR 438.56(b)(2)].

14.5.10 The MCO may request disenrollment in the event of threatening or abusive behavior that jeopardizes the health or safety of members, staff, or providers.

14.5.11 If an MCO is requesting disenrollment of a member, the MCO shall:

14.5.11.1 Specify the reasons for the requested disenrollment of the member

14.5.11.2 Submit a request for involuntary disenrollment to DHHS (or its agent) along with documentation and justification, for review and approval

14.5.12 Regardless of the reason for disenrollment, the effective date of an approved disenrollment shall be no later than the first day of the second month following the month in which the member or the MCO files the request. If DHHS fails to make a disenrollment determination within this specified timeframe, the disenrollment is considered approved [42 CFR 438.56(e)(1) and (2); 42 CFR 438.56(d)(3)(ii); SMM 2090.6; SMM 2090.11].

14.5.13 DHHS (or its agent) shall provide for automatic re-enrollment of a member who is disenrolled solely because he or she loses Medicaid eligibility for a period of two (2) months or less [42 CFR 438.56(g)].

15 Member Services

15.1 Member Information

15.1.1 The MCO shall maintain a Member Services Department to assist members and their family members, guardians or other authorized individuals in obtaining covered services under the Care Management program.

15.1.2 The MCO shall have in place a mechanism to help members and potential members understand the requirement and benefits of the plan [42 CFR 438.10(b)(3)].

15.1.3 The MCO shall make a welcome call to each new member within thirty (30) days of the member's enrollment in the MCO. A minimum of three (3) attempts should be made at various times of the day. The welcome call shall at a minimum:

15.1.3.1 Confirm the member's Primary Care Physician (PCP) selection;

15.1.3.2 Include a brief health risk assessment;

15.1.3.3 Screen for special needs and /or services of the member; and

15.1.3.4 Answer any other member questions about the MCO and ensure that members can access information in their preferred language.

15.1.4 The MCO shall send a letter to a member upon initial enrollment, and anytime the member requests a new Primary Care Physician (PCP), confirming the member's PCP and providing the PCP's name address and telephone number.

15.1.5 The MCO shall issue an Identification Card (ID Card) to all new members within ten (10) calendar days following the MCO's receipt of a valid enrollment file from DHHS, but no later than seven (7) calendar days after the effective date of enrollment. The ID Card shall include, but is not limited to, the following information and any additional information shall be approved by DHHS prior to use on the ID card:

- 15.1.5.1 The member's name;
- 15.1.5.2 The member's date of birth;
- 15.1.5.3 The member's Medicaid program number;
- 15.1.5.4 The effective date of the PCP assignment;
- 15.1.5.5 The name of the MCO; and
- 15.1.5.6 The 24 hour, 7 day a week toll-free Member Services telephone/hotline number operated by the MCO.

15.1.6 The MCO shall reissue a Member ID card if:

- 15.1.6.1 A member reports a lost card;
- 15.1.6.2 A member has a name change;
- 15.1.6.3 Any other reason that results in a change to the information disclosed on the ID card.

15.1.7 The MCO shall publish member information in the form of a member handbook available at the time of member enrollment in the plan.

15.1.8 The MCO shall provide program content that is coordinated and collaborative with other DHHS initiatives.

15.1.9 The MCO shall submit the member handbook to DHHS for approval at the time it is developed and after any substantive revisions, prior to publication and distribution. The MCO shall develop and submit to DHHS the draft member handbook for approval thirty (30) days after contract effective date or ninety (90) calendar days prior to the Program start date for Step 1, whichever is later.

15.1.10 Pursuant to the requirements set forth in 42 CFR 438.10, the Member Handbook shall include, in easily understood language, but not be limited to:

- 15.1.10.1 A table of contents;
- 15.1.10.2 Information about the role of the primary care provider (PCP);
- 15.1.10.3 Information about choosing a PCP;
- 15.1.10.4 Appointment procedures;
- 15.1.10.5 Information on benefits and services, including a description of all available benefits and services;
- 15.1.10.6 Information on how to access services, including EPSDT services, non-emergency transportation services, and maternity and family planning services;
- 15.1.10.7 An explanation of any service limitations or exclusions from coverage;

15.1.10.8 A notice stating that the MCO shall be liable only for those services authorized by or required of the health plan;
15.1.10.9 Information on where and how members may access benefits not available from or not covered by the MCO;
15.1.10.10 The Medical Necessity definition used in determining whether services will be covered;
15.1.10.11 A description of all pre-certification, prior authorization, or other requirements for treatments and services;
15.1.10.12 The policy on referrals for specialty care and for other covered services not furnished by the member's PCP;
15.1.10.13 Information on how to obtain services when the member is out of the State and for after-hours coverage;
15.1.10.14 Cost-sharing requirements;
15.1.10.15 Notice of all appropriate mailing addresses and telephone numbers to be utilized by members seeking information or authorization, including an inclusion of the MCO's toll-free telephone line and website;
15.1.10.16 A description of Utilization Review policies and procedures used by the MCO;
15.1.10.17 A description of member rights and responsibilities ;
15.1.10.18 The policies and procedures for disenrollment;
15.1.10.19 Information on Advance Directives;
15.1.10.20 A statement that additional information, including information on the structure and operation of the MCO plan and provider incentive plans, shall be made available upon request;
15.1.10.21 Member rights and protections;
15.1.10.22 Information on the Grievance System in a DHHS-approved description, including information specified in 42 CFR 438.10(g)(1); and
15.1.10.23 Member's right to a second opinion from a qualified health care professional within the network, or one outside the network arranged by the MCO at no cost to the member. [42 CFR 438.206(b)(3)].

15.1.11 The MCO shall produce a revised member handbook, or an insert informing members of changes to covered services, upon DHHS notification of any change in covered services, and at least thirty (30) calendar days prior to the effective date of such change. In addition to changes to documentation, the MCO shall notify all existing members of the covered services changes at least thirty (30) calendar days prior to the effective date of such changes.

15.1.12 The MCO shall mail the handbook to new members within ten (10) calendar days following the MCO's receipt of a valid enrollment file from DHHS, but no later than seven (7) calendar days after the effective date of enrollment. [42 CFR 438.10(f)(3)]

15.1.13 The MCO shall notify all enrollees of their disenrollment rights, at a minimum, annually. [42 CFR 438.10 (f)(1)]

15.1.14 The MCO shall notify all enrollees, at least once a year, of their right to obtain a Member Handbook and shall maintain consistent and up-to-date information on the plan's website. [42 CFR 438.10(f)(2)]

15.1.15 The member information appearing on the website shall include the following, at a minimum:

15.1.15.1 Information contained in the Member Handbook

15.1.15.2 The following information on the MCO's provider network:

15.1.15.2.1 Names, locations, office hours, telephone numbers of, and non-English languages spoken by current contracted providers, including identification of providers that are not accepting new patients. This shall include, at a minimum; information on PCPs, specialists, Family Planning Providers, dentists, pharmacies, Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs), Mental Health and Substance Abuse Providers, and hospitals.

15.1.15.2.2 Any restrictions on the member's freedom of choice among network providers

15.1.16 For any change that affects member rights, filing requirements, time frames for grievances, appeals, and State fair hearing, availability of assistance in submitting grievances and appeals, and toll-free numbers of the MCO grievance system resources, the MCO shall give each member written notice of the change at least thirty (30) days before the intended effective date of the change.

15.1.17 The MCO shall submit a copy of all information intended for members to DHHS for approval two (2) weeks prior to distribution.

15.2 Language and Format of Member Information

15.2.1 The MCO shall develop all member materials at or below a sixth (6th) grade reading level, as measured by the appropriate score on the Flesch reading ease test.

15.2.2 The MCO shall provide all enrollment notices, information materials, and instructional materials relating to members and potential members in a manner and format that may be easily understood [42 CFR 438.10(b)(1) / SMD Letter 2/20/98].

15.2.3 The MCO's written materials shall be developed to meet all applicable Cultural Considerations requirements in Section 16 so that they are communicated in an easily understood language and format, including alternative formats and in an appropriate manner that takes into consideration the special needs of those who, for example, are visually limited or have limited reading proficiency. The MCO shall inform members that information is available in alternative formats and how to access those formats [42 CFR 438.10(d)(1)(i); 42CFR 438.10(d)(1)(ii) and (2)].

15.2.4 The MCO shall make all written member information available in English, Spanish, and the commonly encountered languages of New Hampshire. The

MCO shall also make oral interpretation services available free of charge to each member or potential member. This applies to all non-English languages, not just those that DHHS identifies as languages of other Major Population Groups. The beneficiary shall not to be charged for interpretation services. The MCO shall notify members that oral interpretation is available for any language and written information is available in prevalent languages and how to access those services [42 CFR 438.10(c)(3), (4), and (5)].

15.3 Member Rights

15.3.1 The MCO shall have written policies which shall be included in the member handbook and posted on the MCO website regarding member rights [42 CFR 438.100] including:

15.3.1.1 Each managed care member is guaranteed the right to be treated with respect and with due consideration for his or her dignity and privacy;

15.3.1.2 Each managed care member is guaranteed the right to receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand;

15.3.1.3 Each managed care member is guaranteed the right to participate in decisions regarding his/her health care, including the right to refuse treatment;

15.3.1.4 Each managed care member is guaranteed the right to be free from any form of restrain or seclusion used as a means of coercion, discipline, convenience, or retaliation;

15.3.1.5 Each managed care member is guaranteed the right to request and receive a copy of his/her medical records, and to request that they be amended or corrected, as specified in 45 CFR part 164 42 CFR 438.100; and

15.3.1.6 Each managed care member has a right to a second opinion. [42 CFR 438.206].

15.3.2 Each member is free to exercise his/her rights, and that the MCO shall assure that the exercise of those rights shall not adversely affect the way the MCO and its providers or DHHS treat the member [42 CFR 438.100(c)].

15.4 Member Call Center

15.4.1 The MCO shall operate a New Hampshire specific call center to handle member inquiries.

15.4.2 At a minimum, the call center shall be operational:

15.4.2.1 Two days per week: 8:00 am EST to 5:00 pm EST

15.4.2.2 Three days per week: 8:00 am EST to 8:00 pm EST

15.4.3 The member call center shall meet the following minimum standards, but DHHS reserves the right to modify standards:

15.4.3.1 Call Abandonment Rate: Fewer than five percent (5%) of calls will be abandoned

15.4.3.2 Average Speed of Answer: Ninety percent (90%) of calls will be answered with live voice within thirty (30) seconds

15.4.3.3 Voicemail messages shall be responded to no later than the next business day

15.4.4 The MCO shall develop a means of coordinating its call center with the DHHS Medicaid member services call center.

15.4.5 The MCO shall develop a warm transfer protocol for members who may call the incorrect call center to speak to the correct representative and provide monthly reports to DHHS on the number of warm transfers made and the program to which the member was transferred.

15.5 Member Information Line

15.5.1 The MCO shall establish a member hotline that shall be an automated system that operates outside of the call center standard hours, Monday through Friday, and at all hours on weekends and holidays.

15.5.2 The automated system shall provide callers with operating instructions on what to do and who to call in case of an emergency, and shall also include, at a minimum, a voice mailbox for callers to leave messages.

15.5.3 The MCO shall ensure that the voice mailbox has adequate capacity to receive all messages.

15.5.4 A representative of the MCO shall return messages no later than the next business day.

15.6 Marketing

15.6.1 The MCO shall not, directly or indirectly, conduct door-to-door, telephonic, or other cold call marketing to potential members [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101].

15.6.2 The MCO shall submit all MCO marketing material to DHHS for approval before distribution [§1932(d)(2)(A)(1) of the SSA; 42 CFR 438.104(b)(1)(i); SMD letter 12/30/97]. DHHS will identify any required changes to the marketing materials within fifteen (15) Business Days. If DHHS has not responded to a request for review by the fifteenth (15th) Business Day, the MCO may proceed to use the submitted materials.

15.6.3 The MCO shall comply with federal requirements for provision of information that ensures the potential member is provided with accurate oral and written information sufficient to make an informed decision on whether or not to enroll.

15.6.4 The MCO marketing materials shall not contain false or materially misleading information.

15.6.5 The MCO shall not offer other insurance products as inducement to enroll.

15.6.6 The MCO shall ensure that marketing, including plans and materials, is accurate and does not mislead, confuse, or defraud the recipients of DHHS [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR

438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101].

15.6.7 The MCO's marketing materials shall not contain any written or oral assertions or statements that:

15.6.7.1 The recipient must enroll in the MCO in order to obtain benefits or in order not to lose benefits

15.6.7.2 That the MCO is endorsed by CMS, the Federal or State government, or similar entity [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101]

15.6.8 The MCO shall distribute marketing materials to the entire state in accordance with the MCO's approved Communication Plan and in compliance with §1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1 and SMM 2101.

15.6.9 The MCO's marketing materials shall not seek to influence enrollment in conjunction with the sale or offering of any private insurance [§1932(d)(2)(A)(i)(II) of the SSA; §1932(d)(2)(B), (C), (D) and (E) of the SSA; 42 CFR 438.104(b)(1)(ii), (iii), (iv) and (v); 42 CFR 438.104(b)(2); 42 CFR 438.104(b)(2)(i) and (ii); SMD letter 12/30/97; SMD letter 2/20/98; SMM 2090.1; SMM 2101].

15.7 Member Engagement Strategy

15.7.1 The MCO shall develop and facilitate an active member advisory board that is composed of members who represent its member population. Representation on the consumer advisory board shall draw from and be reflective of the MCO membership to ensure accurate and timely feedback on the care management program. The advisory board shall meet at least quarterly. The advisory board shall meet in-person and provide a member perspective to influence the MCO's quality improvement program, program changes and decisions. All costs related to the member advisory board shall be the responsibility of the MCO.

15.7.2 The MCO shall hold in-person regional member meetings for two-way communication where members can provide input and ask questions and the MCO can ask questions and obtain feedback from members. Regional meetings shall be held at least twice each Agreement year. The MCO shall make efforts to provide video conferencing opportunities for members to attend the regional meetings.

15.7.3 The MCO shall conduct a member satisfaction survey at least annually in accordance with National Committee for Quality Assurance (NCQA) Consumer Assessment of Health Plan Survey (CAHPS) requirements to gain a broader perspective of member opinions. The MCO survey instrument is

subject to DHHS approval. The results of these surveys shall be made available to DHHS to be measured against criteria established by DHHS, and to the MCO's membership [§1903(m)(2)(A)(x) of the SSA; 42 CFR 422.208; 42 CFR 422.210; 42 CFR 438.10(f)(6); 42 CFR 438.10(g); 42 CFR 438.6(h)].

15.8 Provider Directory

15.8.1 The MCO shall publish a Provider Directory that shall be approved by DHHS prior to publication and distribution. The MCO shall submit the draft directory and all substantive changes to DHHS for approval.

15.8.2 The Provider Directory shall include names, locations, office hours, and telephone numbers of, and non-English language spoken by, current contracted providers. This shall include, at a minimum; information on PCPs, specialists, Family Planning Providers, dentists, pharmacies, Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs), Mental Health and Substance Abuse Providers, and hospitals.

15.8.3 The Provider Directory shall provide all information according to the requirements of 42 CFR 438.10(f)(5) and 42 CFR 438.10(f)(6).

15.8.4 The MCO shall send a letter to new members within ten (10) calendar days following the MCO's receipt of a valid enrollment file from DHHS, but no later than seven (7) calendar days after the effective date of enrollment directing the member to the Provider Directory on the MCO's website and informing the member of the right to a printed version of provider directory information upon request. [42 CFR 438.10(f)(3)]

15.8.5 The MCO shall notify all members, at least once a year, of their right to obtain a Provider Directory and shall maintain consistent and up-to-date information on the plan's website. [42 CFR 438.10(f)(2)]

15.8.6 The MCO shall post on its website a searchable list of all contracted providers. At a minimum, this list shall be searchable by provider name, specialty, and location.

15.8.7 Thirty (30) days after contract effective date or ninety (90) calendar days prior to the Program start date, whichever is later, the MCO shall develop and submit the draft Provider Directory template to DHHS for approval and sixty (60) calendar days prior to the Program start date the MCO shall submit the final provider directory.

15.9 Program Website

15.9.1 The MCO shall develop and maintain, consistent with DHHS standards and other applicable Federal and State laws, a website to provide general information about the MCO's program, its provider network, the member handbook, its member services, and its grievance and appeals process.

15.9.2 The MCO shall update the Provider Directory on its website within seven (7) calendar days of any changes.

15.9.3 The MCO shall maintain an updated list of participating providers on its website in a Provider Directory. The directory shall be updated monthly, as new providers are added or removed from the network. The Provider

Directory shall identify all providers, including primary care, specialty care, behavioral health, substance abuse, home health, home care, rehabilitation, hospital, and other providers, and include the following information for each provider:

15.9.3.1 Address of all practice/facility locations;
15.9.3.2 Hospital affiliations, if applicable;
15.9.3.3 Open/close status for MCO members;
15.9.3.4 Languages spoken in each provider location;
15.9.3.5 Medical Specialty; and
15.9.3.6 Board certification, when applicable.

15.9.4 The MCO program content included on the website shall be:
15.9.4.1 Written in English, Spanish, and any other of the commonly encountered languages in the State;
15.9.4.2 Culturally appropriate;
15.9.4.3 Written for understanding at the 6th grade reading level; and
15.9.4.4 Geared to the health needs of the enrolled MCO program population.

15.9.5 The MCO's NH Medicaid Care management website shall be compliant with the Federal Department of Justice "Accessibility of State and Local Government Websites to people with disabilities".

16 Cultural Considerations

16.1.1 In accordance with 42 CFR 438.206, the MCO shall have a comprehensive written Cultural Competency Plan describing how the MCO shall ensure that services are provided in a culturally competent manner to all Medicaid members, including those with limited English proficiency. The Cultural Competency Plan shall describe how the providers, individuals, and systems within the health plan will effectively provide services to people of all cultures, races, ethnic backgrounds, and religions in a manner that recognizes values, affirms and respects the worth of the individual members, and protects and preserves the dignity of each. The MCO shall work with DHHS Office of Minority Heath & Refugee affairs and the New Hampshire Medical Society to address cultural considerations as defined in the section.

16.1.2 The MCO shall participate in efforts to promote the delivery of services in a culturally competent manner to all members and their families, including those with limited English proficiency and diverse cultural and ethnic backgrounds. [42 CFR 438.206(c)(2)]

16.1.3 The MCO shall develop appropriate methods of communicating and working with its members who do not speak English as a first language, as well as members who are visually and hearing impaired, and accommodating members with physical and cognitive disabilities and different literacy levels, learning styles, and capabilities.

16.1.4 The MCO shall develop appropriate methods for identifying and tracking members' needs for communication assistance for health encounters including

preferred spoken language for health encounters, need for interpreter, and preferred language for written health information.

16.1.5 The MCO shall collect data regarding member's race, ethnicity, and spoken and written language in accordance with the current best practice standards from the Office of Management and Budget and/or the 2011 final standards for data collection as required by Section 4302 of the Affordable Care Act from the federal Department of Health and Human Services.

16.1.6 The MCO shall not use children to provide interpretation services.

16.1.7 If the member declines offered free interpretation services, there must be a process in place for informing the member of the potential consequences of declination with the assistance of a competent interpreter to assure the member's understanding, as well as a process to document the member's declination. Interpreter services must be re-offered at every new contact. Every declination requires new documentation of the offer and decline.

16.1.8 The MCO shall respect members whose lifestyle or customs may differ from those of the majority of members.

16.1.9 The MCO shall ensure in-person or telephonic interpreter services are available to any member who requests them, regardless of the prevalence of the member's language within the overall program for all health plan and MCO services exclusive of inpatient services.

16.1.10 The MCO shall bear the cost of interpretive services, including American Sign Language (ASL) interpreters and translation into Braille materials available to hearing- and vision-impaired members.

16.1.11 The Member Handbook shall include information on the availability of oral and interpretive services.

16.1.12 The MCO shall communicate in ways that can be understood by persons who are not literate in English or their native language. Accommodations may include the use of audio-visual presentations or other formats that can effectively convey information and its importance to the member's health and health care.

16.1.13 MCO shall comply with current National Standards on Cultural and Linguistically Appropriate Services (CLAS) as described below and the enhanced CLAS Standards when they become available:

16.1.13.1 The MCO shall ensure that members receive from all staff members effective, understandable, and respectful care that is provided in a manner compatible with their cultural health beliefs and practices and preferred language.

16.1.13.2 The MCO shall implement strategies to recruit, retain, and promote at all levels of the MCO a diverse staff and leadership that are representative of the demographic characteristics of the service area.

16.1.13.3 The MCO shall ensure that staff, at all levels and across all disciplines, receive ongoing education and training in culturally and linguistically appropriate service delivery.

16.1.13.4 The MCO shall offer and provide language assistance services, including bilingual staff and interpreter services, at no cost to each member with limited English proficiency at all points of contact, in a timely manner, during all hours of operation.

16.1.13.5 The MCO shall provide to members, in their preferred language, both verbal offers and written notices informing them of their right to receive language assistance services.

16.1.13.6 The MCO shall assure the competence of language assistance provided by interpreters and bilingual staff to members who have limited English proficiency. Family and friends should not be used to provide interpretation services (except on request by the member).

16.1.13.7 The MCO shall make available easily understood member-related materials and post signage in the commonly encountered languages spoken in New Hampshire.

16.1.13.8 The MCO shall develop, implement, and promote a written strategic plan that outlines clear goals, policies, operational plans, and management accountability/oversight mechanisms to provide culturally and linguistically appropriate services.

16.1.13.9 The MCO shall conduct initial and ongoing organizational self-assessments of CLAS-related activities and are encouraged to integrate cultural and linguistic competence-related measures into their internal audits, performance improvement programs, patient satisfaction assessments, and outcomes-based evaluations.

16.1.13.10 The MCO shall ensure that data on the individual member's race, ethnicity, and spoken and written language are collected in health records, integrated into the organization's management information systems, and periodically updated.

16.1.13.11 The MCO shall maintain a current demographic, cultural, and epidemiological profile of the community, as well as a needs assessment to accurately plan for and implement services that respond to the cultural and linguistic characteristics of the service area.

16.1.13.12 The MCO shall develop participatory, collaborative partnerships that utilize a variety of formal and informal mechanisms to facilitate community and patient/consumer involvement in designing and implementing CLAS-related activities.

16.1.13.13 The MCO shall ensure that conflict and grievance resolution processes are culturally and linguistically sensitive and capable of identifying, preventing, and resolving cross-cultural conflicts or complaints by members.

16.1.13.14 The MCO is encouraged to regularly make available to the public information about their progress and successful innovations in implementing the CLAS standards and to provide public notice in NH communities about the availability of this information.

17 Grievances and Appeals

17.1 General Requirements

17.1.1 The MCO shall develop, implement and maintain a Grievance System under which Medicaid members, or providers acting on their behalf, may challenge the denial of coverage of, or payment for, medical assistance and which includes a grievance process, an appeal process, and access to the State's fair hearing system. The MCO shall ensure that the Grievance System is in compliance with 42 CFR 438 Subpart F, and N.H. Code of Administrative Rules, Chapter He-C 200 Rules of Practice and Procedure.

17.1.2 The MCO shall provide to DHHS a complete description, in writing and including all of its policies, procedures, notices and forms, of its proposed Grievance System for DHHS' review and approval prior to the first readiness review. Any proposed changes to the Grievance System must be approved by DHHS prior to implementation.

17.1.3 The Grievance System shall be responsive to any grievance or appeal of dual-eligible members. To the extent such grievance or appeal is related to a Medicaid service, the MCO shall handle the grievance or appeal in accord with this Agreement. In the event the MCO, after review, determines that the dual-eligible members grievance or appeal is solely related to a Medicare service, the MCO shall refer the member to the State's SHIP program, which is currently administered by Service Link Aging and Disability Resource Center.

17.1.4 The MCO shall be responsible for ensuring that the Grievance System (grievance process, appeal process, and access to the State's fair hearing system) complies with the following general requirements. The MCO must:

- 17.1.4.1 Give members any reasonable assistance in completing forms and other procedural steps. This includes, but is not limited to providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
- 17.1.4.2 Acknowledge receipt of each grievance and appeal.
- 17.1.4.3 Ensure that decision makers on grievances and appeals were not involved in previous levels of review or decision making; and
  - 17.1.4.3.1 If deciding any of the following, the decision makers are health care professionals with clinical expertise in treating the member's condition or disease:
    - 17.1.4.3.2 An appeal of a denial based on lack of medical necessity;
    - 17.1.4.3.3 A grievance regarding denial of expedited resolutions of an appeal; or
    - 17.1.4.3.4 A grievance or appeal that involves clinical issues.

17.1.5 The MCO shall send written notice to members and providers of any changes to the Grievance System at least thirty (30) calendar days prior to implementation.

17.1.6 The MCO shall provide information as specified in 42 CFR § 438.10(g)(1) about the Grievance System to providers and subcontractors at the time they enter into a contact or subcontract. The information shall include, but is not limited to:

17.1.6.1 The member's right (or provider acting on their behalf) to a State fair hearing, how to obtain a hearing, and the rules that govern representation at a hearing;

17.1.6.2 The member's right to file grievances and appeals and their requirements and timeframes for filing;

17.1.6.3 The availability of assistance with filing;

17.1.6.4 The toll-free numbers to file oral grievances and appeals;

17.1.6.5 The member's right to request continuation of benefits during an appeal or State fair hearing filing and, if the MCO's action is upheld in a hearing, that the member may be liable for the cost of any continued benefits; and

17.1.6.6 Any State-determined provider appeal rights to challenge the failure of the MCO to cover a service.

17.1.7 The MCO shall make available training to providers in supporting and assisting members in the Grievance System.

17.1.8 The MCO shall maintain records of grievances and appeals, including all matters handled by delegated entities, for a period not less than seven (7) years. At a minimum, such records shall include a general description of the reason for the grievance or appeal, the name of the member, the dates of the grievance or appeal, and the date of resolution.

17.1.9 The MCO shall provide a report of all actions, grievances, and appeals, including all matters handled by delegated entities, to DHHS on a quarterly basis.

17.1.10 The MCO shall review Grievance System information as part of the State quality strategy and in accord with this Agreement and 42 CFR 438.204. The MCO shall make such information available to the State upon request.

17.2 Grievance Process

17.2.1 The MCO shall develop, implement, and maintain a grievance process that establishes the procedure for addressing member grievances and which is in compliance with 42 CFR 438 Subpart F and this Agreement.

17.2.2 The grievance process shall address member's expression of dissatisfaction with any aspect of their care other than the appeal of actions. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights.

17.2.3 Members who believe that their rights established by RSA 135-C:56-57 or He-M 309 have been violated, may file a complaint with the MCO in accordance with He-M 204.

17.2.4 The MCO shall have policies and procedures addressing the grievance process, which comply with the requirements of this Agreement. The MCO shall submit in advance to DHHS for its review and approval, all grievance process policies and procedures and related notices to members regarding the grievance process. Any proposed changes to the grievance process must be approved by DHHS prior to implementation.

17.2.5 The MCO shall allow a member or the member's authorized representative to file a grievance with the MCO either orally or in writing.

17.2.6 The MCO shall complete the disposition of a grievance and provide notice to the affected parties as expeditiously as the member's health condition requires, but not later than forty-five (45) calendar days from the day the MCO receives the grievance.

17.2.7 The MCO shall notify members of the disposition of grievances. The notification may be orally or in writing for grievances not involving clinical issues. Notices of disposition for clinical issues must be in writing.

17.2.8 Members shall not have the right to a State fair hearing in regard to the disposition of a grievance.

17.3 Appeal Process

17.3.1 The MCO shall develop, implement, and maintain an appeal process that establishes the procedure for addressing member requests for review of any action taken by the MCO and which is in compliance with 42 CFR 438 Subpart F and this Agreement.

17.3.2 The MCO shall allow a member, the member's authorized representative, or a provider acting on behalf of the member and with the member's written consent, to file an appeal of any MCO action.

17.3.3 The MCO shall include as parties to the appeal, the member and the member's authorized representative, or the legal representative of the deceased member's estate.

17.3.4 For appeals of standard service authorization decisions, the MCO shall allow a member to file an appeal, either orally or in writing, within thirty (30) calendar days of the date on the MCO's notice of action. This shall also apply to a member's request for an expedited appeal.

17.3.5 The MCO shall ensure that oral inquires seeking to appeal an action are treated as appeals and confirm those inquires in writing, unless the member or the provider requests expedited resolution. An oral request for an appeal must be followed by a written and signed appeal request unless the request is for an expedited resolution.

17.3.6 If DHHS receives a request to appeal an action of the MCO, DHHS will forward relevant information to the MCO and the MCO will contact the member and acknowledge receipt of the appeal.

17.3.7 The MCO shall ensure that any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less

than requested, must be made by a health care professional who has appropriate clinical expertise in treating the member's condition or disease.

17.3.8 The MCO shall allow the member a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing. The MCO shall inform the member of the limited time available for this in the case of expedited resolution.

17.3.9 The MCO shall provide the member and the member's representative opportunity, before and during the appeals process, to examine the member's case file, including medical records, and any other documents and records considered during the appeal process.

17.3.10 The MCO shall resolve at least ninety-eight percent (98%) of member appeals within 30 calendar days from the date the appeal was filed with the MCO

17.4 Actions

17.4.1 The MCO shall allow for the appeal of any action taken by the MCO. Actions shall include, but are not limited to the following:

17.4.1.1 Denial or limited authorization of a requested service, including the type or level of service;

17.4.1.2 Reduction, suspension, or termination of a previously authorized service;

17.4.1.3 Denial, in whole or in part, of payment for a service;

17.4.1.4 Failure to provide services in a timely manner, as defined by the State;

17.4.1.5 Untimely service authorizations;

17.4.1.6 Failure of the MCO to act within the timeframes set forth in this Agreement or as required under 42 CFR 438 Subpart F and this Agreement; and

17.4.1.7 At such times, if any, that DHHS has an Agreement with fewer than two (2) MCOs, for a rural area resident with only one MCO, the denial of a member's request to obtain services outside the network, in accord with 42 CFR 438.52(b)(2)(ii).

17.5 Expedited Appeal

17.5.1 The MCO shall develop, implement, and maintain an expedited appeal review process for appeals when the MCO determines, as the result of a request from the member, or a provider request on the member's behalf or supporting the member's request, that taking the time for a standard resolution could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function.

17.5.1.1 The MCO shall make a decision on the member's request for expedited appeal and provide notice, as expeditiously as the member's health condition requires, within three (3) calendar days after the MCO receives the appeal. The MCO shall also make reasonable efforts to provide oral notice.

17.5.1.2 The MCO shall ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's appeal.

17.5.1.3 If the MCO denies a request for expedited resolution of an appeal, it shall transfer the appeal to the timeframe for standard resolution and make reasonable efforts to give the member prompt oral notice of the denial, and follow up within two (2) calendar days with a written notice.

17.5.1.4 The member has a right to file a grievance regarding the MCOs denial of a request for expedited resolution. The MCO shall inform the member of his/her right to file a grievance in the notice of denial.

17.6 Content of Notices

17.6.1 The MCO shall notify the requesting provider, and give the member written notice of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. Such notice must meet the requirements of 42 CFR 438.404, except that the notice to the provider need not be in writing.

17.6.2 Each notice of adverse action shall conform with 42 CFR 431.210, contain and explain:

17.6.2.1 The action the MCO or its subcontractor has taken or intends to take;

17.6.2.2 The reasons for the action;

17.6.2.3 The member's or the provider's right to file an appeal;

17.6.2.4 Procedures for exercising member's rights to appeal or grieve;

17.6.2.5 Circumstances under which expedited resolution is available and how to request it;

17.6.2.6 The member's rights to have benefits continue pending the resolution of the appeal, how to request that benefits be continued, and the circumstances under which the member may be required to pay the costs of these continued benefits.

17.6.3 The MCO shall ensure that all notices of adverse action be in writing and must meet the following language and format requirements:

17.6.3.1 Written notice must be translated for the individuals who speak one of the commonly encountered languages spoken in New Hampshire (as defined by the State per 42 CFR 438.10(c)).

17.6.3.2 Notice must include language clarifying that oral interpretation is available for all languages and how to access it.

17.6.3.3 Notices must use easily understood language and format, and must be available in alternative formats, and in an appropriate manner that takes into consideration those with special needs. All members and potential members must be informed that information is available in alternative formats and how to access those formats.

17.7 Timing of Notices

17.7.1 Termination, suspension or reduction of services - The MCO shall provide members written notice at least ten (10) calendar days before the date of action when the action is a termination, suspension, or reduction of previously authorized Medicaid covered services, except the period of advance notice shall be five (5) calendar days in cases where the MCO has verified facts that the action should be taken because of probable fraud by the member.

17.7.2 Denial of payment - The MCO shall provide members written notice on the date of action when the action is a denial of payment.

17.7.3 Standard service authorization denial - The MCO shall provide members written notice as expeditiously as the member's health condition requires and not to exceed fourteen (14) calendar days following a request for initial and continuing authorizations of services, except an extension of up to an additional fourteen (14) calendar days is permissible, if:

17.7.3.1 The member or the provider requests the extension; or

17.7.3.2 The MCO justifies a need for additional information and how the extension is in the member's interest.

17.7.3.3 When the MCO extends the timeframe, the MCO must give the member written notice of the reason for the decision to extend the timeframe and inform the member of the right to file a grievance if he or she disagrees with that decision. Under such circumstance, the MCO must issue and carry out its determination as expeditiously as the member's health condition requires and no later than the date the extension expires.

17.7.4 Expedited process - For cases in which a provider indicates, or the MCO determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function, the MCO must make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later than three (3) business days after receipt of the request for service.

17.7.4.1 The MCO may extend the three (3) business days time period by up to fourteen (14) calendar days if the member requests an extension, or if the MCO justifies a need for additional information and how the extension is in the member's interest.

17.7.5 Untimely service authorizations - The MCO must provide notice on the date that the timeframes expire when service authorization decisions are not reached within the timeframes for either standard or expedited service authorizations.

17.8 Continuation of Benefits

17.8.1 The MCO shall continue the member's benefits if:

17.8.1.1 The appeal is filed timely, meaning on or before the later of the following:

17.8.1.1.1 Within 10 days of the MCO mailing the notice of action.
17.8.1.1.2 The intended effective date of the MCO's proposed action.
17.8.1.2 The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment;
17.8.1.3 The services was ordered by an authorized provider;
17.8.1.4 The authorization period has not expired; and
17.8.1.5 The member requests extension of benefits.

17.8.2 If the MCO continues or reinstates the member's benefits while the appeal is pending, the benefits must be continued until one of the following occurs:
17.8.2.1 The member withdraws the appeal.
17.8.2.2 The member does not request a State fair hearing within 10 days from when the MCO mails an adverse MCO decision.
17.8.2.3 A State fair hearing decision adverse to the member is made; or
17.8.2.4 The authorization expires or authorization service limits are met.

17.8.3 If the final resolution of the appeal upholds the MCO's action, the MCO may recover from the member the amount paid for the services provided to the member while the appeal was pending, to the extent that they were provided solely because of the requirement for continuation of services.

17.9 Resolution of Appeals

17.9.1 The MCO shall resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within the following timeframes:
17.9.1.1 For standard resolution of appeals and for appeals for termination, suspension, or reduction of previously authorized services a decision must be made within thirty (30) calendar days after receipt of the appeal, unless the MCO notifies the member that an extension is necessary to complete the appeal.
17.9.1.2 The MCO may extend the timeframes up to fourteen (14) calendar days if:
17.9.1.2.1 The member requests an extension; or
17.9.1.2.2 The MCO shows that there is a need for additional information and the MCO shows that the extension is in the member's best interest.
17.9.1.3 For expedited resolution of appeals, including notice to the affected parties, the MCO shall resolve within three (3) calendar days after the MCO receives the appeal. This timeframe may not be extended.
17.9.1.4 Under no circumstances may the MCO extend the appeal determination beyond forty-five (45) calendar days from the day the MCO receives the appeal request.

17.9.2 The MCO shall provide written notice of the resolution of the appeal, which shall include the date completed and reasons for the determination in easily, understood language.

17.9.3 The MCO shall include a written statement, in simple language, of the clinical rationale for the decision, including how the requesting provider or member may obtain the Utilization Management clinical review or decision-making criteria.

17.9.4 For notice of an expedited resolution, the MCO shall make reasonable efforts to provide oral notice.

17.9.5 For appeals not resolved wholly in favor of the member, the notice shall:

17.9.5.1 Include information on the member's right to request a State fair hearing,

17.9.5.2 How to request a State fair hearing,

17.9.5.3 Include information on the member's right to receive services while the hearing is pending and how to make the request, and

17.9.5.4 Inform the member that the member may be held liable for the amount the MCO pays for services received while the hearing is pending, if the hearing decision upholds the MCO's action.

17.10 State Fair Hearing

17.10.1 The MCO shall inform members and providers regarding the State fair hearing process, including but not limited to, members right to a State fair hearing and how to obtain a State fair hearing in accordance with it's informing requirements under this Agreement and as required under 42 CFR 438 Subpart F.

17.10.2 The MCO shall ensure that members are informed, at a minimum, of the following:

17.10.2.1 That members must exhaust all levels of resolution and appeal within the MCO's Grievance System prior to filing a request for a State fair hearing with DHHS.

17.10.2.2 That if a member does not agree with the MCO's resolution of the appeal, the member may file a request for a State fair hearing within thirty (30) calendar days of the date on the MCO's notice of the resolution of the appeal.

17.10.3 If the member requests a fair hearing, the MCO shall provide to DHHS and the member, upon request, and within three (3) business days, all MCO-held documentation related to the appeal, including but not limited to, any transcript(s), records, or written decision(s) from participating providers or delegated entities.

17.10.4 The MCO shall provide all necessary support to DHHS in the State fair hearing process and participate upon DHHS request in State fair hearing proceedings, including but not limited to providing supporting documentation, affidavits, and providing the Medical Director or other staff as appropriate and as requested by the State to testify at State fair hearings at no additional cost. In the event the State fair hearing decision is appealed, the MCO shall continue to provide all necessary support to DHHS for the duration of the appeal at no additional cost.

17.10.5 DHHS shall notify the MCO of State fair hearing determinations. The MCO shall be bound by the fair hearing determination, whether or not the State fair hearing determination upholds the MCO's decision.

17.11 Effect of Adverse Decisions of Appeals and Hearings

17.11.1 If the MCO or DHHS reverses a decision to deny, limit, or delay services that were not provided while the appeal or State fair hearing were pending, the MCO shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires.

17.11.2 If the MCO or DHHS reverses a decision to deny authorization of services, and the member received the disputed services while the appeal or State fair hearing were pending, the MCO shall pay for those services.

17.12 Survival

17.12.1 The obligations of the MCO pursuant to Section 17 to fully resolve all grievances and appeals including, but not limited to, providing DHHS with all necessary support and providing a Medical Director or similarly qualified staff to provide evidence and testify at proceedings until final resolution of any grievance or appeal shall survive the termination of this Agreement.

18 Access

18.1 Network

18.1.1 The MCO's network shall have providers in sufficient numbers, and with sufficient capacity and expertise for all covered services and for timely provision of services and reasonable choice by members to meet their needs.

18.1.2 The MCO shall submit documentation to DHHS to demonstrate that it maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area [42 CFR 438.207(b)]

18.1.3 At the time it enters into an Agreement with DHHS

- 18.1.3.1 At the second readiness review prior to the Program start date
- 18.1.3.2 Thirty (30) days prior to the beginning of each new Agreement year
- 18.1.3.3 At any time there has been a significant change (as defined by DHHS) in the entity's operations that would affect adequate capacity and services, including but not limited to:
  - 18.1.3.3.1 Changes in services, benefits, geographic service area, or payments
  - 18.1.3.3.2 Enrollment of a new population in the MCO [42 CFR 438.207(c)]

18.1.4 The MCO shall be subject to annual, external independent reviews of the timeliness of, and access to the services covered under this Agreement [42 CFR 438.204].

18.2 Geographic Distance

18.2.1 The MCO shall meet the following geographic access standards for all members, in addition to maintaining in its network a sufficient number of providers to provide all services to its members.

	Statewide
PCPs	Two (2) within forty (40) minutes or fifteen (15) miles
Specialists	One (1) within sixty (60) minutes or forty-five (45) miles
Hospitals	One (1) within sixty (60) minutes or forty-five (45) miles
Mental Health Providers	One (1) within forty-five (45) minutes or twenty-five (25) miles
Pharmacies	One (1) within forty-five (45) minutes or fifteen (15) miles
Tertiary or Specialized services (Trauma, Neonatal, etc.)	One within one hundred twenty (120) minutes or eighty (80) miles

NH Ins 2701.06 Standards for Geographic Accessibility

18.2.2 The MCO may request exceptions from these standards after demonstrating its efforts to create a sufficient network of providers to meet these standards. DHHS reserves the right at its discretion to approve or disapprove these requests, approval shall not be unreasonably withheld.

18.2.2.1 Should the MCO, after good faith negotiations, be unable to create a sufficient number of providers to meet the geographic and timely access to service delivery standards, and should the MCO be unable, after good faith negotiations with the help of DHHS, continue to be unable to meet geographic and timely access to service delivery standards, then for a period of up to 60 days after start date Section 32.7.1 shall not apply.

18.2.2.2 Except for the provisions of 18.2.2.1, should the MCO, after good faith negotiations, be unable to create a sufficient number of providers to meet the geographic and timely access to service delivery standards, and should the MCO be unable, after good faith negotiations with the help of DHHS, continue to be unable to meet geographic and timely access to service delivery standards

DHHS may, at its discretion, provide temporary exemption to the MCO from Section 32.7.1.

18.2.2.3 At any time the provisions of this section may apply, the MCO will work with DHHS to ensure that members have access to needed services.

18.2.3 The MCO shall ensure that an adequate number of participating physicians have admitting privileges at participating acute care hospitals in the provider network to ensure that necessary admissions can be made.

18.3 Timely Access to Service Delivery

18.3.1 The MCO shall make services available for members twenty-four (24) hours a day, seven (7) days a week, when medically necessary [42 CFR 438.206(c)(1)(iii)].

18.3.2 The MCO shall require that all network providers offer hours of operation that are no less than the hours of operation offered to commercial and FFS patients. [42 CFR 438.206(c)(1)(ii)].

18.3.3 The MCO shall encourage its PCPs to offer after-hours office care in the evenings and on weekends.

18.3.4 The MCO's network shall meet the following minimum timely access to service delivery standards [42 CFR 438.206(c)(1)(i)]

18.3.4.1 Health care services shall be made accessible on a timely basis in accordance with medically appropriate guidelines consistent with generally accepted standards of care.

18.3.4.2 The MCO shall have in its network the capacity to ensure that waiting times for appointments do not exceed the following:

18.3.4.2.1 Transitional healthcare by a provider shall be available from a primary, specialty, or approved community mental health provider for clinical assessment and care planning within seven (7) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program.

18.3.4.2.2 Transitional home care shall be available with a home care nurse or a registered counselor within two (2) calendar days of discharge from inpatient or institutional care for physical or behavioral health disorders or discharge from a substance use disorder treatment program, if ordered by the member's primary care or specialty care provider or as part of the discharge plan.

18.3.4.2.3 Non-symptomatic (i.e., preventive care) office visits shall be available from the member's PCP or another provider within thirty (30) calendar days. A non-symptomatic office visit may include, but is not limited to, well/preventive care such as physical examinations,

annual gynecological examinations, or child and adult immunizations.

18.3.4.2.4 Non-urgent, symptomatic (i.e., routine care) office visits shall be available from the member's PCP or another provider within ten (10) calendar days. A non-urgent, symptomatic office visit is associated with the presentation of medical signs not requiring immediate attention.

18.3.4.2.5 Urgent, symptomatic office visits shall be available from the member's PCP or another provider within forty-eight (48) hours. An urgent, symptomatic visit is associated with the presentation of medical signs that require immediate attention, but are not life threatening and don't meet the definition of Emergency Medical Condition.

18.3.4.2.6 Emergency medical and psychiatric care shall be available twenty-four (24) hours per day, seven (7) days per week.

18.3.4.2.7 Behavioral health care shall be available as follows:

18.3.4.2.8 care within 6 hours for a non-life threatening emergency;

18.3.4.2.9 care within 48 hours for urgent care; or

18.3.4.2.10 an appointment within 10 business days for a routine office visit.

18.3.5 The MCO shall regularly monitor its network to determine compliance with timely access and shall provide a quarterly report to DHHS documenting its compliance with 42 CFR 438.206(c)(1)(iv) and (v).

18.3.6 The MCO shall develop a Corrective Action Plan if there is a failure to comply with timely access provisions in this Agreement in compliance with 42 CFR 438.206(c)(1)(vi).

18.4 Women's Health

18.4.1 The MCO shall provide female members with direct access to a women's health specialist within the network for covered services necessary to provide women's routine and preventive health care services. This is in addition to the member's designated source of primary care if that source is not a women's health specialist [42 CFR 438.206(b)(2)].

18.4.2 The MCO shall provide access to family planning services to members without the need for a referral or prior-authorization. Additionally, members shall be able to access these services by providers whether they are in or out of the MCO's network.

18.4.2.1 Family Planning Services shall include, but not be limited to, the following:

18.4.2.1.1 Consultation with trained personnel regarding family planning, contraceptive procedures, immunizations, and sexually transmitted diseases

18.4.2.1.2 Distribution of literature relating to family planning, contraceptive procedures, and sexually transmitted diseases

18.4.2.1.3 Provision of contraceptive procedures and contraceptive supplies by those qualified to do so under the laws of the State in which services are provided

18.4.2.1.4 Referral of members to physicians or health agencies for consultation, examination, tests, medical treatment and prescription for the purposes of family-planning, contraceptive procedures, and treatment of sexually transmitted diseases, as indicated

18.4.2.1.5 Immunization services where medically indicated and linked to sexually transmitted diseases including but not limited to Hepatitis B and chlamydia immunizations

18.4.2.2 Enrollment in the MCO shall not restrict the choice of the provider from whom the member may receive family planning services and supplies [42 CFR 431.51(b)(2)].

18.4.2.3 The MCO shall only provide for abortions in the following situations:

18.4.2.3.1 If the pregnancy is the result of an act of rape or incest; or

18.4.2.3.2 In the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed [42 CFR 441.202].

18.4.3 The MCO shall not provide abortions as a benefit, regardless or funding, for any reasons other than those identified in this Agreement [42 CFR 441.202].

18.5 Access to Special Services

18.5.1 The MCO shall ensure members have access to DHHS-designated Level I and Level II trauma centers within the State, or hospitals meeting the equivalent level of trauma care in the MCO's Service Area or in close proximity to such Service Area. The MCO shall have written out-of-network reimbursement arrangements with the DHHS-designated Level I and Level II trauma centers or hospitals meeting equivalent levels of trauma care if the MCO does not include such a trauma center in its network.

18.5.2 The MCO shall ensure accessibility to other specialty hospital services, including major burn care, organ transplantation, specialty pediatric care,

specialty out-patient centers for HIV/AIDS, sickle cell disease, hemophilia, and cranio-facial and congenital anomalies, and home health agencies, hospice programs, and licensed long term care facilities with Medicare-certified skilled nursing beds. To the extent that the above specialty services are available within New Hampshire, the plan shall not exclude New Hampshire providers from its network if the negotiated rates are commercially reasonable.

18.5.3 The MCO may offer such tertiary or specialized services at so-called "centers of excellence". The tertiary or specialized services shall be offered within the New England region, if available. The MCO shall not exclude New Hampshire providers of tertiary or specialized services from its network provided that the negotiated rates are commercially reasonable.

18.6 Out-of-Network Providers

18.6.1 If the MCO's network is unable to provide necessary medical services covered under the Agreement to a particular member, the MCO shall adequately and in a timely manner cover these services for the member through out-of-network sources [42 CFR 438.206(b)(4)]. The MCO shall inform the out-of-network provider that the member cannot be balance billed.

18.6.2 The MCO shall coordinate with out-of-network providers regarding payment. For payment to out-of-network, or non-participating providers, the following requirements apply:

18.6.2.1 If the MCO offers the service through an in-network provider(s), and the member chooses to access non-emergent services from an out-of-network provider, the MCO is not responsible for payment.

18.6.2.2 If the service is not available from an in-network provider and the member requires the service and is referred for treatment to an out-of-network provider, the payment amount is a matter between the MCO and the out-of-network provider.

18.6.3 The MCO shall ensure that cost to the member is no greater than it would be if the service were furnished within the network [42 CFR 438.206(b)(5)].

18.7 Second Opinion

18.7.1 The MCO shall provide for a second opinion from a qualified health care professional within the provider network, or arrange for the member to obtain one outside the network, at no greater cost to the member than allowed by DHHS [42 CFR 438.206(b)(3)]. The MCO shall clearly state its procedure for obtaining a second opinion in its Member Handbook.

18.8 Provider Choice

18.8.1 The MCO shall allow each member to choose his or her health professional to the extent possible and appropriate [42 CFR 438.6(m)].

19 Network Management

19.1.1 The MCO shall be responsible for developing and maintaining a statewide provider network that adequately meets all covered physical and behavioral health needs of the covered population in a manner that provides for coordination and collaboration among multiple providers and disciplines. In developing its network, the MCO shall consider the following:

- 19.1.1.1 Current and anticipated New Hampshire Medicaid enrollment
- 19.1.1.2 The expected utilization of services, taking into consideration the characteristics and health care needs of the covered New Hampshire population
- 19.1.1.3 The number and type (in terms of training and experience and specialization) of providers required to furnish the contracted services
- 19.1.1.4 The number of network providers not accepting new or any New Hampshire Medicaid patients
- 19.1.1.5 The geographic location of providers and members, considering distance, travel time, and the means of transportation ordinarily used by New Hampshire members
- 19.1.1.6 Accessibility of provider practices for members with disabilities [42 CFR 438.206(b)(1)]
- 19.1.1.7 Adequacy of the primary care network to offer each member a choice of at least two appropriate primary care providers that are accepting new Medicaid patients.
- 19.1.1.8 Required access standards identified in this Agreement

19.1.2 In developing its network, the MCO's provider selection policies and procedures shall not discriminate against providers that serve high-risk populations or specialize in conditions that require costly treatment [42 CFR 438.214(c)].

19.1.3 The MCO shall not employ or contract with providers excluded from participation in federal health care programs.

19.1.4 The MCO shall establish policies and procedures to monitor the adequacy, accessibility, and availability of its provider network to meet the needs of all members including those with limited English proficiency and those with unique cultural needs.

19.1.5 The MCO shall maintain an updated list of participating providers on it website in a Provider Directory, as specified in Section 15.9 of this Agreement.

19.2 Network Requirements

19.2.1 The MCO shall ensure its providers and subcontractors meet all state and federal eligibility criteria, reporting requirements, and any other applicable statutory rules and/or regulations related to this Agreement.

19.2.2 All providers shall be licensed and or certified in accordance with the laws of the state in which they provide the covered services for which the MCO is contracting with the provider, and not be under sanction or exclusion from the

Medicaid program. Providers shall also have a National Provider Identifier (NPI) in accordance with 45 CFR Part 162, Subpart D.

19.2.3 All providers in the MCO's network shall be enrolled as a New Hampshire Medicaid provider. DHHS will continue to be responsible for enrolling providers; however, the MCO shall assist providers with this process.

19.2.4 In all contracts with health care professionals, the MCO shall comply with requirements in 42 CFR 438.214 and RSA 420-J:4, which includes selection and retention of providers, credentialing and re-credentialing requirements, and non-discrimination (42 CFR 438.12(a)(2); 42 CFR 438.214].

19.2.5 The MCO shall not require a provider or provider group to enter into an exclusive contracting arrangement with the MCO as a condition for network participation.

19.2.6 The MCO's Agreement with health care providers shall be in writing, shall be in compliance with applicable federal and state laws and regulations, and shall include the requirements in this Agreement.

19.2.7 The MCO shall submit all model provider contracts to DHHS for review during the Readiness Review process. The MCO shall resubmit the model provider contracts any time it makes substantive modifications to such Agreements. DHHS retains the right to reject or require changes to any provider Agreement.

19.2.8 The MCO provider Agreement shall require providers in the MCO network to accept the member's Medicaid ID Card as proof of enrollment in the MCO until the member receives his/her MCO ID Card

19.2.9 The MCO shall maintain a provider relations presence in New Hampshire as approved by DHHS.

19.2.10 The MCO shall prepare and issue Provider Manual(s) to all Network Providers, including any necessary specialty manuals (e.g., behavioral health). For newly contracted providers, the MCO shall issue copies of the Provider Manual(s) no later than seven (7) calendar days after inclusion in the network. The provider manual shall be available on the web and updated no less than annually.

19.2.11 The MCO shall provide training to all providers and their staff regarding the requirements of this Agreement. The MCO's provider training shall be completed within thirty (30) calendar days of entering into a contract with a provider. The MCO shall provide ongoing training to new and existing providers as required by the MCO, or as required by DHHS.

19.2.12 Provider materials shall comply with state and federal laws and DHHS and NHID requirements. The MCO shall submit any provider training materials to DHHS for review and approval.

19.2.13 The MCO shall operate a toll-free telephone line for provider inquiries from 8 a.m. to 5 p.m. EST, Monday through Friday, except for State-approved holidays. The provider toll free line shall be staffed with personnel who are knowledgeable about the MCO's plan in New Hampshire.

19.2.14 The MCO shall maintain a Transition Plan providing for continuity of care in the event of Agreement termination, or modification limiting service to members, between the MCO and any of its contracted providers, or in the event of site closing(s) involving a primary care provider with more than one

location of service. The Transition Plan shall describe how members will be identified by the MCO and how continuity of care will be provided.

19.2.15 The MCO shall ensure that after regular business hours the provider inquiry line is answered by an automated system with the capability to provide callers with information regarding operating hours and instructions on how to verify enrollment for a member with an urgent medical or behavioral health condition or an emergency medical or behavioral health condition. The MCO shall have a process in place to handle after-hours inquiries from providers seeking to verify enrollment for a member with an urgent medical or behavioral health condition or an emergency medical or behavioral health condition, provided, however, that the MCO and its providers shall not require such verification prior to providing emergency services.

19.2.16 The MCO shall notify DHHS and affected current members in writing of a provider termination. The notice shall be provided by the earlier of: (1) fifteen (15) calendar days after the receipt or issuance of the termination notice, or (2) fifteen (15) calendar days prior to the effective date of the termination. Affected members include all members assigned to a PCP and/or all members who have been receiving ongoing care from the terminated provider. Within three (3) calendar days following the effective date of the termination the MCO shall have a Transition Plan in place for all affected members.

19.2.17 If a member is in a prior authorized ongoing course of treatment with a participating provider who becomes unavailable to continue to provide services, the MCO shall notify the member in writing within seven (7) calendar days from the date the MCO becomes aware of such unavailability and develop a Transition Plan for the affected members.

19.2.18 The MCO shall notify DHHS within seven (7) calendar days of any significant changes to the provider network. As part of the notice, the MCO shall submit a Transition Plan to DHHS to address continued member access to needed service and how the MCO will maintain compliance with its contractual obligations for member access to needed services. A significant change is defined as:

- 19.2.18.1 A decrease in the total number of PCPs by more than five percent (5%);
- 19.2.18.2 A loss of all providers in a specific specialty where another provider in that specialty is not available within sixty (60) minutes or forty-five (45) miles;
- 19.2.18.3 A loss of a hospital in an area where another contracted hospital of equal service ability is not available within forty-five (45) miles or sixty (60) minutes; or
- 19.2.18.4 Other adverse changes to the composition of the network, which impair or deny the members' adequate access to in-network providers.

19.2.19 The MCO may not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. If the MCO declines to include individual or groups of

providers in its network, the MCO shall give the affected providers written notice of the reason for its decision. [42 CFR 438.12(a)(1)].

19.2.20 The requirements in 42 CFR 438.12 (a) may not be construed to:

19.2.20.1 Require the MCO to contract with providers beyond the number necessary to meet the needs of its member;

19.2.20.2 Preclude the MCO from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

19.2.20.3 Preclude the MCO from establishing measures that are designed to maintain quality of services and control costs and is consistent with its responsibilities to members [42 CFR 438.12(a)(1); 42 CFR 438.12(b)(1)].

19.3 Provider Credentialing and Re-Credentialing

19.3.1 The MCO shall demonstrate to DHHS that its providers are credentialed according to the requirements of 42 CFR 438.206(b)(6) and He-M 403, and RSA 420-J:4.

19.3.2 The MCO shall have written policies and procedures to review, approve and periodically recertify the credentials of all participating physician and all other licensed providers who participate in the MCO's network [42 CFR 438.214(a); 42 CFR438.214(b) (1&2); RSA 420-J:4]. At a minimum, the scope and structure of a MCO's credentialing and re-credentialing processes shall be consistent with recognized MCO industry standards, such as those provided by NCQA and NHID, and relevant state and federal regulations relating to provider credentialing and notice. The MCO may subcontract with another entity to which it delegates such credentialing activities if such delegated credentialing is maintained in accordance with NCQA delegated credentialing requirements and any comparable requirements defined by DHHS.

19.3.3 The MCO shall ensure that credentialing of all service providers applying for network provider status shall be completed as follows: within thirty (30) calendar days for primary care providers; within forty-five (45) calendar days for specialists. [RSA 420-J:4). The start time begins when all necessary credentialing materials have been received. Completion time ends when written communication is mailed or faxed to the provider notifying the provider of the MCO's decision. For the first year of the Care Management Program, the MCO shall take steps to ensure that providers already enrolled in the New Hampshire Medicaid program are credentialed in a streamlined manner which minimizes the efforts needed by those providers to become credentialed by the MCO.

19.3.4 The re-credentialing process shall occur at least every three (3) years. The re-credentialing process shall take into consideration provider performance data including, but not be limited to: member complaints and appeals, quality of care, and appropriate utilization of services.

19.3.5 The MCO shall not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her

license or certification under applicable New Hampshire law, solely on the basis of that license or certification [42 CFR 438.12(a)(1); 42 CFR 438.214(c); SMD letter 02/20/98)].

19.3.6 The MCO shall maintain a policy that mandates board certification levels that, at a minimum, meets the 75th percentile rates indicated in NCQA standards (HEDIS Medicaid All Lines of Business National Board Certification Measures as published by NCQA in Quality Compass) for PCPs and specialty physicians in the provider network. The MCO shall make information on the percentage of board-certified PCPs in the provider network and the percentage of board-certified specialty physicians, by specialty, available to DHHS upon request.

19.3.7 The MCO shall provide that all laboratory testing sites providing services under this Agreement have either a Clinical Laboratory Improvement Act (CLIA) certificate or waiver of a certificate of registration along with a CLIA identification number [42 CFR 493.1 and 42 CFR 493.3].

19.3.8 The MCO shall not employ or contract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act [42 CFR 438.214(d)].

19.3.9 The MCO shall ensure that providers within their network meet Medicare certification prior to the start of the second Agreement year.

19.4 Provider Engagement

19.4.1 The MCO shall, at a minimum, develop and facilitate an active provider advisory board that is composed of a broad spectrum of provider types. Representation on the consumer advisory board shall draw from and be reflective of the MCO membership to ensure accurate and timely feedback on the care management program. This advisory board should meet face-to-face a minimum of four (4) times each Agreement year.

19.4.2 The MCO shall conduct a provider satisfaction survey, approved by DHHS and administered by a third party, on a statistically valid sample of each major provider type; PCP, specialists, hospitals, pharmacies, DME and Home Health providers. DHHS shall have input to the development of the survey. The survey shall be conducted semi-annually the first Agreement year and at least once an Agreement year thereafter to gain a broader perspective of provider opinions. The results of these surveys shall be made available to DHHS and measured against criteria established by DHHS, and published on the MCO's website.

19.5 Anti-Gag Clause for Providers

19.5.1 The MCO shall not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a member who is his or her patient:

19.5.2 For the member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered

19.5.3 For any information the member needs in order to decide among all relevant treatment options

19.5.4 For the risks, benefits, and consequences of treatment or non-treatment

19.5.5 For the member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions [§1923(b)(3)(D) of the SSA; 42 CFR 438.102(a)(1)(i), (ii), (iii), and (iv); SMD letter 2/20/98]

20 Quality Management

20.1.1 The MCO shall provide for the delivery of quality care with the primary goal of improving the health status of its members and, where the member's condition is not amenable to improvement, maintain the member's current health status by implementing measures to prevent any further decline in condition or deterioration of health status. The MCO shall work in collaboration with providers to actively improve the quality of care provided to members, consistent with the MCO's quality improvement goals and all other requirements of the Agreement. The MCO shall provide mechanisms for member advisory board and provider advisory board to actively participate into the MCO's quality improvement activities.

20.1.2 The MCO shall support and comply with the Quality Strategy for the New Hampshire Medicaid Care Management Program.

20.1.3 The MCO shall have an ongoing quality assessment and performance improvement program for the operations and the services it furnishes for members [42 CFR 438.240(a)(1); SMM 2091.7].

20.1.4 The MCO shall approach all clinical and non-clinical aspects of quality assessment and performance improvement based on principles of Continuous Quality Improvement (CQI)/Total Quality Management (TQM) and shall:

- 20.1.4.1 Evaluate performance using objective quality indicators and recognize that opportunities for improvement are unlimited;
- 20.1.4.2 Foster data-driven decision-making;
- 20.1.4.3 Solicit member and provider input on the prioritization and strategies for QAPI activities
- 20.1.4.4 Support continuous ongoing measurement of clinical and non-clinical effectiveness and member satisfaction
- 20.1.4.5 Support programmatic improvements of clinical and non-clinical processes based on findings from ongoing measurements; and
- 20.1.4.6 Support re-measurement of effectiveness and member satisfaction, and continued development and implementation of improvement interventions as appropriate

20.1.5 The MCO shall have mechanisms that detect both underutilization and overutilization of services [42 CFR 438.240(b)(3) and (4)].

20.1.6 The MCO shall develop, maintain, and operate a Quality Assessment and Performance Improvement (QAPI) Program consistent with the requirements of this Agreement. The MCOs shall also meet the requirements of 42 CFR 438.240 for the QAPI Program.

20.1.7 The MCO shall submit a QAPI Program Annual Summary in a format and timeframe specified by DHHS or its designee for its approval. The MCO shall keep participating physicians and other Network Providers informed and engaged in the QAPI Program and related activities. The MCO shall include in provider contracts a requirement securing cooperation with the QAPI.

20.1.8 The MCO shall maintain a well-defined QAPI structure that includes a planned systematic approach to improving clinical and non-clinical processes and outcomes. The MCO shall designate a senior executive responsible for the QAPI Program and the Medical Director shall have substantial involvement in QAPI Program activities. At a minimum, the MCO shall ensure that the QAPI Program structure:

- 20.1.8.1 Is organization-wide, with clear lines of accountability within the organization;
- 20.1.8.2 Includes a set of functions, roles, and responsibilities for the oversight of QAPI activities that are clearly defined and assigned to appropriate individuals, including physicians, other clinicians, and non-clinicians;
- 20.1.8.3 Includes annual objectives and/or goals for planned projects or activities including clinical and non-clinical programs or initiatives and measurement activities; and
- 20.1.8.4 Evaluates the effectiveness of clinical and non-clinical initiatives.

20.1.9 If the MCO sub-contracts any of the essential functions or reporting requirements contained within the QAPI Program to another entity, the MCO shall maintain detailed files documenting work performed by the sub-contractor. The file shall be available for review by DHHS or its designee upon request.

20.1.10 The MCO shall integrate behavioral health into its QAPI Program and include a systematic and ongoing process for monitoring, evaluating, and improving the quality and appropriateness of behavioral health services provided to members. The MCO shall collect data, and monitor and evaluate for improvements to both physical health outcomes and behavioral health outcomes resulting from the integration and coordination of physical and behavioral health services.

20.1.11 The MCO shall conduct a minimum of four (4) performance improvement projects per year that are designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical care and nonclinical care areas that are expected to have a favorable effect on health outcomes and member satisfaction. At least one of these projects shall have a behavioral health focus. The MCO shall report the status and results of each project to DHHS as requested. The performance improvement projects shall involve the following:

- 20.1.11.1 Measurement of performance using statistically valid, national recognized objective quality indicators
- 20.1.11.2 Implementation of system interventions to achieve improvement in quality
- 20.1.11.3 Evaluation of the effectiveness of the interventions

20.1.11.4 Planning and initiation of activities for increasing or sustaining improvement [42 CFR 438.240(b)(1); 42 CFR 438.240(d)(1)(2)]

20.1.12 Each performance improvement project shall be completed in a reasonable time period so as to generally allow information on the success of performance improvement projects in the aggregate to produce new information on quality of care every year [42 CFR 438.240(d)(2)].

20.1.13 The MCO shall have mechanisms to assess and report the quality and appropriateness of care furnished to members with special needs in order to identify any ongoing special conditions of a member that require a course of treatment or regular care monitoring [42 CFR 438.208(c)(2); 42 CFR 438.240(b)(3) and (4)].

20.1.14 The MCO's Medical Director and Quality Improvement Director will participate in quarterly Quality Improvement meetings with DHHS and the other MCOs contracted with DHHS to discuss quality related initiatives and how those initiatives could be coordinated across the MCOs.

20.2 Practice Guidelines and Standards

20.2.1 The MCO shall adopt evidence-based clinical practice guidelines built upon high quality data and strong evidence. Such practice guidelines shall consider the needs of the MCO's members, be adopted in consultation with Network Providers, and be reviewed and updated periodically, as appropriate.

20.2.2 The MCO shall develop practice guidelines based on the health needs and opportunities for improvement identified as part of the QAPI Program.

20.2.3 The MCO shall make practice guidelines available, including, but not limited to, the web, to all affected providers and, upon request, to members and potential members.

20.2.4 The MCO's decisions regarding utilization management, member education, and coverage of services shall be consistent with the MCO's clinical practice guidelines [42 CFR 438.236(d)].

20.3 External Quality Review Organization

20.3.1 The MCO shall collaborate with DHHS's External Quality Review Organization (EQRO) to develop studies, surveys, and other analytic activities to assess the quality of care and services provided to members and to identify opportunities for MCO improvement. To facilitate this process, the MCO shall supply data, including but not limited to claims data and medical records, to the EQRO.

20.4 Evaluation

20.4.1 The MCO shall prepare a written report within ninety (90) calendar days at the end of each Agreement year on the QAPI that describes:

20.4.1.1 Completed and ongoing Quality management activities, including all delegated functions

20.4.1.2 Performance trends on QAPI measures to assess performance in quality of care and quality of service

20.4.1.3 An analysis of whether there have been any demonstrated improvements in the quality of care or service

20.4.1.4 An evaluation of the overall effectiveness of the MCO's quality management program, including an analysis of barriers and recommendations for improvement

20.4.2 The annual evaluation report shall be reviewed and approved by the MCO's governing body and submitted to DHHS for review [42 CFR 438.240(e)(2)].

20.4.3 The MCO shall establish a mechanism for periodic reporting of QAPI activities to its governing body, practitioners, members, and appropriate MCO staff, as well as posted on the web. The MCO shall ensure that the findings, conclusions, recommendations, actions taken, and results of QM activity are documented and reported on a quarterly basis to DHHS and reviewed by the appropriate individuals within the organization.

20.5 Quality Measures

20.5.1 MCO shall report annually, according to industry/regulatory standard specifications, the following quality measure sets:

20.5.1.1 CMS CHIPRA Child Quality Measures

20.5.1.2 CMS Adult Quality Measures

20.5.1.3 NCQA Medicaid Accreditation HEDIS/CAHPS Measures

20.5.1.4 All available CAHPS measures and sections, including supplements, children with chronic conditions, and mobility impairment.

20.5.2 If additional measures are added to the NCQA or CMS measure sets, MCO shall include those new measures. For measures that are no longer part of the measures sets, DHHS may at its option continue to require those measures.

20.5.3 In addition MCO shall report annually other quality measures specified by DHHS in Exhibit O.

20.6 Performance Incentives

20.6.1 Each Agreement year DHHS will select four (4) measures to be included in the Quality Incentive Program (QIP). DHHS shall notify the MCO of the four (4) measures to be included in the QIP within three (3) months prior to the start of each contract year.

20.6.2 For each measure selected by DHHS for the QIP, the MCO will be eligible to receive up to one-quarter of the one percent (.25%) of the withheld amount pertaining to performance incentives as set forth in Section 29.2.9.

20.6.3 For each measure, DHHS will establish an improvement goal for which achievement of that goal will qualify the MCO for the incentive payment. The MCO will be eligible for a partial incentive payment for improved performance on that measure that does not fully meet the improvement goal.

20.6.4 If the MCO's performance on a measure chosen for the QIP declines below the specified baseline, the MCO will receive a further reduction of up to one-quarter of one percent (.25%) of the total capitation payment received by the

MCO in the year for which the measure was selected. The reduction is in addition to the withheld amount set forth in Section 29.2.9, and shall be withheld from any next payment due to the MCO.

20.6.5 For the first year of the Agreement year the following measures have been selected:

20.6.5.1 Adolescent Well Care visits (HEDIS Measure). The MCO will calculate this measure for the period July 1, 2012 through June 30, 2013.

20.6.5.1.1 The MCO will receive 0.125% of total capitation payments received during the first Agreement year if the Well Care visit measure exceeds fifty (50%) percent.

20.6.5.1.2 The MCO will receive 0.125% of total capitation payments received in the first Agreement year if the Well Care Visit measure exceeds fifty-five (55%) percent.

20.6.5.1.3 The MCO's baseline for this measure is 40%, the MCO will receive an additional reduction of 0.25% of total capitation payments received in the first Agreement year if the measure is less than forty (40%) percent.

20.6.5.2 Re-admissions to New Hampshire Hospital within 30 days and 180 days of discharge. The readmission rate baselines will be established for the MCO by NH DHHS within 30-days of the commencement of the contract, and will be based on the aggregate re-admission rates for the members enrolled in the plan for the prior fiscal year. Readmissions are included in the calculation regardless of whether they generate a paid claim transaction. NH DHHS will calculate the 30-day re-admission measure for the period August 1, 2012 through June 30, 2013, and the 180 day re-admission measure for the period September 1, 2012 – June 30,2013.

20.6.5.2.1 The MCO will receive 0.125% of total capitation payments if the 30 day re-admission rate declines by more than twenty (20) percent from the baseline.

20.6.5.2.2 The MCO will receive 0.0625% of the total capitation payments if the 30 day re-admission rate declines by more than ten (10) percent and less than twenty (20) percent from the baseline.

20.6.5.2.3 The MCO will receive 0.125% of total capitation payments if the 180 day re-admission rate declines by more than twenty (20) percent from the baseline.

20.6.5.2.4 The MCO will receive 0.0625% of the total capitation payments if the 180 day re-admission rate declines by more than ten (10) percent and less than twenty (20) percent from the baseline.

20.6.5.2.5 The MCO will receive a reduction of 0.125% of total capitation payments received if the 30 day re-admission rate increases by twenty (20) percent from the readmission rate baseline.

20.6.5.2.6 The MCO will receive a reduction of 0.125% of total capitation payments received if the 180 day re-admission rate increases by twenty (20) percent from the readmission rate baseline.

20.6.5.3 Getting Needed Care Composite measure (CAHPS measure). The MCO will calculate this measure for the period July 1, 2012 through June 30, 2013. The measure shall consist of the combined child and adult percentages weighted by the number of child and adult members.

20.6.5.3.1 The MCO will receive 0.125% of total capitation payments received during the first Agreement year if the measure meets or exceeds the fiftieth (50^{th}) percentile as defined by the most recent year available of NCQA Quality Compass for Medicaid Managed Care Organizations.

20.6.5.3.2 The MCO will receive 0.125% of total capitation payments received in the first Agreement year if the measure meets or exceeds the seventy fifth (75^{th}) percentile as defined by the most recent year available of NCQA Quality Compass for Medicaid Managed Care Organizations.

20.6.5.3.3 The MCO's baseline for this measure is sixty seven (67) percent, the MCO will receive a reduction of 0.25% of total capitation payments received in the first Agreement year if the measure is below the fiftieth (50^{th}) percentile as defined by the most recent year available of NCQA Quality Compass for Medicaid Managed Care Organizations.

20.6.5.4 Maternal Smoking Cessation rate. NH DHHS will calculate this measure for the period July 1, 2012 through June 30, 2013.

20.6.5.4.1 The MCO will receive 0.125% of total capitation payments received during the first Agreement year if the measure exceeds twenty six (26) percent for the period July 1 2012 through June 30, 2013.

20.6.5.4.2 The MCO will receive 0.125% of total capitation payments received in the first Agreement year if the measure exceeds twenty eight (28) percent for the period July 1, 2012 to June 30, 2013.

20.6.5.4.3 The MCO's baseline for this measure is twenty one (21) percent, the MCO will receive a reduction of 0.25% of total capitation payments received in the first

Agreement year if the measure is below twenty one (21) percent.

21 Utilization Management

21.1.1 The MCO's policies and procedures related to the authorization of services shall be in compliance with 42 CFR 438.210 and NH RSA Chapter 420-E:2.

21.1.2 The MCO shall have in place, and follow, written policies and procedures for processing requests for initial and continuing authorization of services [42 CFR 438.210(b)(1)].

21.1.3 The MCO shall submit its written utilization management policies, procedures, and criteria to DHHS for approval as part of the first readiness review. Each year thereafter, the MCO shall submit its written utilization management policies, procedures, and criteria to DHHS for approval each year on or before April 1st.

21.1.4 The MCO's written utilization management policies, procedures, and criteria shall, at a minimum, conform to the standards of NCQA.

21.1.5 The MCO may place appropriate limits on a service on the basis of criteria such as medical necessity; or for utilization control, provided the services furnished can reasonably be expected to achieve their purpose [42 CFR 438.210(a)(3)(iii)].

21.1.6 The MCO's written utilization management policies, procedures, and criteria shall describe the categories of health care personnel that perform utilization review activities and where they are licensed. Further such policies, procedures and criteria shall address, at a minimum, second opinion programs; pre-hospital admission certification; pre-inpatient service eligibility certification; and concurrent hospital review to determine appropriate length of stay; as well as the process used by the MCO to preserve confidentiality of medical information.

21.1.7 The MCO's written utilization management policies, procedures, and criteria shall be:

- 21.1.7.1 Developed with input from appropriate actively practicing practitioners in the MCO's service area
- 21.1.7.2 Updated at least biennially and as new treatments, applications, and technologies emerge
- 21.1.7.3 Developed in accordance with the standards of national accreditation entities
- 21.1.7.4 Based on current, nationally accepted standards of medical practice
- 21.1.7.5 If practicable, evidence-based.

21.1.8 The MCO shall have in effect mechanisms to ensure consistent application of review criteria for authorization decisions, including, but not limited to, interrater reliability monitoring, and consult with the requesting provider when appropriate [42 CFR 438.210(b)(2)].

21.1.9 The MCO shall ensure that any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, be made by a health care professional who has appropriate clinical expertise in treating the member's condition or disease [42 CFR 438.210(b)(3)].

21.1.10 Compensation to individuals or entities that conduct utilization management activities shall not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member [42 CFR 438.210(e)].

21.1.11 DHHS approved prior authorizations in place at the time a member transitions from FFS to an MCO will be honored for a maximum of ninety (90) calendar days. The MCO shall also, in the member handbook, provide information to members regarding prior authorization in the event the member chooses to transfer to another MCO.

21.1.12 Subcontractors or any other party performing utilization review are required to be licensed in New Hampshire.

21.2 Medical Necessity Determination

21.2.1 The MCO shall specify what constitutes "medically necessary services" in a manner that:

- 21.2.1.1 is no more restrictive than the State Medicaid program; and
- 21.2.1.2 addresses the extent to which the MCO is responsible for covering services related to the following [42 CFR 438.210(a)(4)]:
  - 21.2.1.2.1 The prevention, diagnosis, and treatment of health impairments
  - 21.2.1.2.2 The ability to achieve age-appropriate growth and development
  - 21.2.1.2.3 The ability to attain, maintain, or regain functional capacity

21.2.2 For members 21 years of age and older the following definition of medical necessity shall be used: "Medically necessary" means health care services that a licensed health care provider, exercising prudent clinical judgment, would provide, in accordance with generally accepted standards of medical practice, to a recipient for the purpose of evaluating, diagnosing, preventing, or treating an acute or chronic illness, injury, disease, or its symptoms, and that are [He-W 530.01(f)]:

- 21.2.2.1 Clinically appropriate in terms of type, frequency of use, extent, site, and duration, and consistent with the established diagnosis or treatment of the recipient's illness, injury, disease, or its symptoms;
- 21.2.2.2 Not primarily for the convenience of the recipient or the recipient's family, caregiver, or health care provider;
- 21.2.2.3 No more costly than other items or services which would produce equivalent diagnostic, therapeutic, or treatment results as related to the recipient's illness, injury, disease, or its symptoms; and
- 21.2.2.4 Not experimental, investigative, cosmetic, or duplicative in nature.

21.2.3 For EPSDT services the following definition of medical necessity shall be used: "Medically necessary" means reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions that endanger life, cause pain, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and no other equally effective course of treatment is available or suitable for the EPSDT recipient requesting a medically necessary service He-W546.01(f).

21.3 Notices of Coverage Determinations

21.3.1 The MCO shall provide the requesting provider and the member with written notice of any decision by the MCO to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. The notice shall meet the requirements of 42 CFR 438.210(c) and 438.404.

21.3.2 The MCO shall make utilization management decisions in a timely manner. The following minimum standards shall apply:

21.3.2.1 Urgent determinations: The determination of an authorization involving urgent care shall be made as soon as possible, taking into account the medical exigencies, but in no event later than seventy-two (72) hours after receipt of the request, unless the member or member's representative fails to provide sufficient information to determine whether, or to what extent, benefits are covered or payable. In the case of such failure, the MCO shall notify the member or member's representative within twenty-four (24) hours of receipt of the request and shall advise the member or member's representative of the specific information necessary to make a determination. The member or member's representative shall be afforded a reasonable amount of time, taking into account the circumstances, but not less than forty eight (48) hours, to provide the specified information. Thereafter, notification of the benefit determination shall be made as soon as possible, but in no case later than 48 hours after the earlier of (1) the MCO's receipt of the specified additional information, or (2) the end of the period afforded the member or member's representative to provide the specified additional information.

21.3.2.2 Continued/Extended Services: The determination of an authorization involving urgent care and relating to the extension of an ongoing course of treatment and involving a question of medical necessity shall be made within twenty-four (24) hours of receipt of the request, provided that the request is made at least twenty-four (24) hours prior to the expiration of the prescribed period of time or course of treatment.

21.3.2.3 Routine determinations: The determination of all other authorizations for pre-service benefits shall be made within a reasonable time period appropriate to the medical circumstances,

but in no event more than fifteen (15) calendar days after receipt of the request. This period may be extended one time by the MCO for up to fifteen (15) calendar days, provided that the MCO both determines that such an extension is necessary due to matters beyond the control of the MCO and notifies the member or member's representative, prior to the expiration of the initial fifteen (15) calendar day period, of the circumstances requiring the extension of time and the date by which the MCO expects to render a decision. If such an extension is necessary due to a failure of the member or member's representative to provide sufficient information to determine whether, or to what extent, benefits are covered as payable, the notice of extension shall specifically describe the required additional information needed, and the member or member's representative shall be given at least forty- five (45) calendar days from receipt of the notice within which to provide the specified information. Notification of the benefit determination following a request for additional information shall be made as soon as possible, but in no case later than fifteen (15) calendar days after the earlier of (1) the MCO's receipt of the specified additional information, or (2) the end of the period afforded the member or member's representative to provide the specified additional information.

21.3.2.4 Determination for Services that have been delivered: The determination of a post service authorization shall be made within thirty (30) calendar days of the date of filing. In the event the member fails to provide sufficient information to determine the request, the MCO shall notify the member within fifteen (15) calendar days of the date of filing, as to what additional information is required to process the request and the member shall be given at least forty-five (45) calendar days to provide the required information. The thirty (30) calendar day period for determination shall be tolled until such time as the member submits the required information.

21.3.3 Whenever there is an adverse determination, the MCO shall notify the ordering provider and the member. For an adverse standard authorization decision, the MCO shall provide written notification within three (3) days of the decision.

21.4 Advance Directives

21.4.1 The MCO shall maintain written policies and procedures that meet requirements for advance directives in Subpart I of 42 CFR 489.

21.4.2 The MCO shall adhere to the definition of advance directives as defined in 42 CFR 489.100.

21.4.3 The MCO shall maintain written policies and procedures concerning advance directives with respect to all adult individuals receiving medical care by or through the MCO [42 CFR 422.128].

21.4.4 The MCO shall provide information in the member handbook with respect to the following:

21.4.4.1 The member's rights under the state law. The information provided by the MCO shall reflect changes in State law as soon as possible, but no later than ninety (90) days after the effective date of the change [42 CFR 438.6(i)(3) and (4)].

21.4.4.2 The MCO's policies respecting the implementation of those rights including a statement of any limitation regarding the implementation of advance directives as a matter of conscience

21.4.4.3 That complaints concerning noncompliance with the advance directive requirements may be filed with the appropriate State Agency [42 CFR 438.6(i)(1); 42 CFR 438.10(g)(2); 42 CFR 422.128; 42 CFR 489 (subpart I); 42 CFR 489.100].

22 MCIS

22.1 System Functionality

22.1.1 The MCO Managed Care Information System (MCIS) shall include, but not be limited to:

22.1.1.1 Management of Recipient Demographic Eligibility and Enrollment and History
22.1.1.2 Management of Provider Enrollment and Credentialing
22.1.1.3 Benefit Plan Coverage Management, History and Reporting
22.1.1.4 Eligibility Verification
22.1.1.5 Encounter Data
22.1.1.6 Weekly Reference File Updates
22.1.1.7 Service Authorization Tracking, Support and Management
22.1.1.8 Third Party Coverage and Cost Avoidance Management
22.1.1.9 Financial Transactions Management and Reporting
22.1.1.10 Payment Management (Checks, EFT, Remittance Advices, Banking)
22.1.1.11 Reporting (Ad hoc and Pre-Defined/Scheduled and On-Demand)
22.1.1.12 Call Center Management
22.1.1.13 Claims Adjudication
22.1.1.14 Claims Payments
22.1.1.15 Quality of Services (QOS) metrics

22.2 Information System Data Transfer

22.2.1 Effective communication between the MCO and DHHS will require secure, accurate, complete and auditable transfer of data to/from the MCO and DHHS management information systems. Elements of data transfer requirements

between the MCO and DHHS management information systems shall include, but not be limited to:

22.2.1.1 DHHS read access to all NH Medicaid Care Management data in reporting databases where data is stored, which includes all tools required to access the data at no additional cost to DHHS;

22.2.1.2 Exchanges of data between the MCO and DHHS in a format and schedule as prescribed by the State, including detailed mapping specifications identifying the data source and target;

22.2.1.3 Secure (encrypted) communication protocols to provide timely notification of any data file retrieval, receipt, load, or send transmittal issues and provide the requisite analysis and support to identify and resolve issues according to the timelines set forth by the state. Transmission of data will comply with standards developed by the Standards Developing Organizations (SDOs), such as the Certification Commission for Health Information Technology (CCHIT) and Health Level 7 (HL7);

22.2.1.4 Collaborative relationships with DHHS, its MMIS fiscal agent, and other interfacing entities to implement effectively the requisite exchanges of data necessary to support the requirements of this Agreement;

22.2.1.5 MCO implementation of the necessary telecommunication infrastructure and tools/utilities to support secure connectivity and access to the system and to support the secure, effective transfer of data;

22.2.1.6 Utilization of data extract, transformation, and load (ETL) or similar methods for data conversion and data interface handling, that, to the maximum extent possible, automate the extract, transformation and load processes, and provide for source to target or source to specification mappings;

22.2.1.7 Mechanisms to support the electronic reconciliation of all data extracts to source tables to validate the integrity of data extracts; and

22.2.1.8 A given day's data transmissions, as specified in 22.5.9, are to be downloaded to DHHS at 2AM of the subsequent day. If errors are encountered in batch transmissions, reconciliation of transactions will be included in the next batch transmission.

22.2.2 The MCO shall designate a single point of contact to coordinate data transfer issues with DHHS.

22.3 Ownership and Access to Systems and Data

All data accumulated as part of this program shall remain the property of DHHS and upon termination of the Agreement the data will be electronically transmitted to DHHS in the media format and schedule prescribed by DHHS, and affirmatively and securely destroyed if required by DHHS.

22.4 Records Retention

22.4.1 The MCO shall retain, preserve, and make available upon request all records relating to the performance of its obligations under the Agreement, including paper and electronic claim forms, for a period of not less than seven (7) years from the date of termination of this Agreement. Records involving matters that are the subject of litigation shall be retained for a period of not less than seven (7) years following the termination of litigation. Certified protected electronic copies of the documents contemplated herein may be substituted for the originals with the prior written consent of DHHS, if DHHS approves the electronic imaging procedures as reliable and supported by an effective retrieval system.

22.4.2 Upon expiration of the seven (7) year retention period and upon request, the subject records must be transferred to DHHS' possession. No records shall be destroyed or otherwise disposed of without the prior written consent of DHHS.

22.5 MCIS Requirements

22.5.1 The MCO shall have a comprehensive, automated, and integrated managed care information system (MCIS) that is capable of meeting the requirements listed below and throughout this Agreement and for providing all of the data and information necessary for DHHS to meet federal Medicaid reporting and information regulations.

22.5.2 All subcontractors shall meet the same standards, as described in this Section 22, as the MCO. The MCO shall be held responsible for errors or noncompliance resulting from the action of a subcontractor.

22.5.3 Specific functionality related to the above shall include, but is not limited to, the following :

22.5.3.1 The MCIS membership management system must have the capability to receive, update, and maintain New Hampshire's membership files consistent with information provided by DHHS.

22.5.3.2 The MCIS shall have the capability to provide daily updates of membership information to sub-contractors or providers with responsibility for processing claims or authorizing services based on membership information.

22.5.3.3 The MCIS' provider file must be maintained with detailed information on each provider sufficient to support provider enrollment and payment and also meet DHHS' reporting and encounter data requirements.

22.5.3.4 The MCIS' claims processing system shall have the capability to process claims consistent with timeliness and accuracy requirements of a federal MMIS system .

22.5.3.5 The MCIS' Services Authorization system shall be integrated with the claims processing system.

22.5.3.6 The MCIS shall be able to maintain its claims history with sufficient detail to meet all DHHS reporting and encounter requirements.

22.5.3.7 The MCIS' credentialing system shall have the capability to store and report on provider specific data sufficient to meet the provider credentialing requirements, Quality Management, and Utilization Management Program Requirements.

22.5.3.8 The MCIS shall be bi-directionally linked to the other operational systems maintained by DHHS, in order to ensure that data captured in encounter records accurately matches data in member, provider, claims and authorization files, and in order to enable encounter data to be utilized for member profiling, provider profiling, claims validation, fraud, waste and abuse monitoring activities, and any other research and reporting purposes defined by DHHS.

22.5.3.9 The encounter data system shall have a mechanism in place to receive, process, and store the required data.

22.5.3.10 The MCO system shall be compliant with the requirements of HIPAA, including privacy, security, National Provider Identifier (NPI), and transaction processing, including being able to process electronic data interchange transactions in the Accredited Standards Committee (ASC) 5010 format. This also includes IRS Pub 1075 where applicable.

22.5.4 MCIS capability shall include, but not be limited to the following:

22.5.4.1 Provider network connectivity to EDI and provider portal systems;

22.5.4.2 Documented scheduled down time and maintenance windows as agreed upon with DHHS for externally accessible systems, including telephony, web, IVR, EDI, and online reporting;

22.5.4.3 DHHS on-line web access to applications and data required by the State to utilize agreed upon workflows, processes, and procedures (approved by the State) to access, analyze, or utilize data captured in the MCO system(s) and to perform appropriate reporting and operational activities;

22.5.4.4 DHHS access to user acceptance test environment for externally accessible systems including websites and secure portals;

22.5.4.5 Documented instructions and user manuals for each component; and

22.5.4.6 Secure access.

22.5.5 MCIS Up-time

22.5.5.1 Externally accessible systems, including telephony, web, IVR, EDI, and online reporting shall be available twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year, except for scheduled maintenance upon notification of and pre-approval by DHHS. Maintenance period can not exceed four (4) consecutive hours without prior DHHS approval.

22.5.5.2 MCO shall provide redundant telecommunication backups and ensure that interrupted transmissions will result in immediate failover to redundant communications path as well as guarantee

data transmission is complete, accurate and fully synchronized with operational systems.

22.5.6 Systems operations and support shall include, but not be limited to the following:
- 22.5.6.1 On-call procedures and contacts
- 22.5.6.2 Job scheduling and failure notification documentation
- 22.5.6.3 Secure (encrypted) data transmission and storage methodology
- 22.5.6.4 Interface acknowledgements and error reporting
- 22.5.6.5 Technical issue escalation procedures
- 22.5.6.6 Business and member notification
- 22.5.6.7 Change control management
- 22.5.6.8 Assistance with User Acceptance Testing (UAT) and implementation coordination
- 22.5.6.9 Documented data interface specifications – data imported and extracts exported including database mapping specifications.
- 22.5.6.10 Disaster Recovery and Business Continuity Plan
- 22.5.6.11 Journaling and internal backup procedures. Facility for storage MUST be class 3 compliant.
- 22.5.6.12 Communication and Escalation Plan that fully outlines the steps necessary to perform notification and monitoring of events including all appropriate contacts and timeframes for resolution by severity of the event.

22.5.7 The MCO shall be responsible for implementing and maintaining necessary telecommunications and network infrastructure to support the MCIS and will provide:
- 22.5.7.1 Network diagram that fully defines the topology of the MCO's network.
- 22.5.7.2 State/MCO connectivity
- 22.5.7.3 Any MCO/subcontractor locations requiring MCIS access/support
- 22.5.7.4 Web access for DHHS staff, providers and recipients

22.5.8 Data transmissions from DHHS to the MCO will include, but not be limited to the following:
- 22.5.8.1 Provider Extract (Every two weeks)
- 22.5.8.2 Recipient Eligibility Extract (Daily)
- 22.5.8.3 Recipient Refresh Data Extract (Every two weeks)
- 22.5.8.4 Capitation payment data

22.5.9 Data transmissions from the MCO to DHHS shall include but not be limited to:
- 22.5.9.1 Member Benefit Plan Enrollment Data (Daily)
- 22.5.9.2 Beneficiary Encounter Data including paid, denied, adjustment transactions by pay period (Weekly/Monthly)
- 22.5.9.3 Financial Transaction data
- 22.5.9.4 Third Party Coverage Data

22.5.10 The MCO shall provide DHHS staff with access to timely and complete data:
- 22.5.10.1 All exchanges of data between the MCO and DHHS shall be in a format, file record layout, and scheduled as prescribed by DHHS.

22.5.10.2 The MCO shall work collaboratively with DHHS, DHHS' MMIS fiscal agent, the New Hampshire Department of Information Technology, and other interfacing entities to implement effectively the requisite exchanges of data necessary to support the requirements of this Agreement.

22.5.10.3 The MCO shall implement the necessary telecommunication infrastructure to support the MCIS and shall provide DHHS with a network diagram depicting the MCO's communications infrastructure, including but not limited to connectivity between DHHS and the MCO, including any MCO/subcontractor locations supporting the New Hampshire program.

22.5.10.4 The MCO shall utilize data extract, transformation, and load (ETL) or similar methods for data conversion and data interface handling, that, to the maximum extent possible, automate the ETL processes, and that provide for source to target or source to specification mappings, all business rules and transformations where applied, summary and detailed counts, and any data that cannot be loaded.

22.5.10.5 The MCO shall provide support to DHHS and its fiscal agent to prove the validity, integrity and reconciliation of its data, including encounter data

22.5.10.6 The MCO shall be responsible for correcting data extract errors in a timeline set forth by DHHS as outlined within this document (22.2.1.8).

22.5.10.7 The MCO shall provide for a common, centralized electronic project repository, providing for secure access to authorized MCO and DHHS staff to project plans, documentation, issues tracking, deliverables, and other project related artifacts.

22.5.10.8 Access shall be secure and data shall be encrypted in accordance with HIPAA regulations and any other applicable state and federal law.

22.5.10.9 Secure access shall be managed via passwords/pins/and any operational methods used to gain access as well as maintain audit logs of all users access to the system.

22.5.11 The MCIS shall include web access for use by and support to enrolled providers and members. The services shall be provided at no cost to the provider or members. All costs associated with the development, security, and maintenance of these websites shall be the responsibility of the MCO.

22.5.11.1 The MCO shall create secure web access for Medicaid providers and members and authorized DHHS staff to access case-specific information.

22.5.11.2 The MCO shall manage provider and member access to the system, providing for the applicable secure access management, password, and PIN communication, and operational services necessary to assist providers and members with gaining access and utilizing the web portal.

22.5.11.3 Providers will have the ability to electronically submit service authorization requests and access and utilize other utilization management tools.

22.5.11.4 Providers and members shall have the ability to download and print any needed Medicaid MCO program forms and other information.

22.5.11.5 Providers shall have an option to e-prescribe as an option without electronic medical records or hand held devices.

22.5.11.6 MCO shall support provider requests and receive general program information with contact information for phone numbers, mailing, and e-mail address(es).

22.5.11.7 Providers shall have access to drug information.

22.5.11.8 The website shall provide an e-mail link to the MCO to allow providers and members or other interested parties to e-mail inquiries or comments. This website shall provide a link to the State's Medicaid website.

22.5.11.9 The website shall be secure and HIPAA compliant in order to ensure the protection of Protected Health Information and Medicaid recipient confidentiality. Access shall be limited to verified users via passwords and any other available industry standards. Audit logs must be maintained reflecting access to the system and random audits will be conducted.

22.5.11.10 The MCO shall have this system available no later than the Program Start Date.

22.5.11.11 Support Performance Standards shall include:

22.5.11.11.1 Email inquiries – one (1) business day response

22.5.11.11.2 New information posted within one (1) business day of receipt

22.5.11.11.3 Routine maintenance

22.5.11.11.4 Standard reports regarding portal usage such as hits per month by providers/members, number, and types of inquiries and requests, and email response statistics as well as maintenance reports

22.5.11.11.5 Website user interfaces shall be ADA compliant and support all major browsers (i.e. Chrome, IE, Firefox, Safari, etc.). If user does not have compliant browser, MCO must redirect user to site to install appropriate browser.

22.5.12 Critical systems within the MCIS support the delivery of critical medical services to members and reimbursement to providers. As such, contingency plans shall be developed and tested to ensure continuous operation of the MCIS.

22.5.12.1 The MCO shall host the MCIS at the MCO's data center, and provide for adequate redundancy, disaster recovery, and business continuity such that in the event of any catastrophic incident,

system availability is restored to New Hampshire within twenty-four (24) hours of incident onset.

22.5.12.2 The MCO shall ensure that the New Hampshire PHI data, data processing, and data repositories are securely segregated from any other account or project, and that MCIS is under appropriate configuration management and change management processes and subject to DHHS notification requirements as defined in Section 22.5.13..

22.5.12.3 The MCO shall manage all processes related to properly archiving and processing files including maintaining logs and appropriate history files that reflect the source, type and user associated with a transaction. Archiving processes shall not modify the data composition of DHHS' records, and archived data shall be retrievable at the request of DHHS. Archiving shall be conducted at intervals agreed upon between the MCO and DHHS.

22.5.12.4 The MCIS shall be able to accept, process, and generate HIPAA compliant electronic transactions as requested, transmitted between providers, provider billing agents/clearing houses, or DHHS and the MCO. Audit logs of activities will be maintained and periodically reviewed to ensure compliance with security and access rights granted to users.

22.5.12.5 Thirty (30) calendar days prior to the beginning of each State Fiscal Year, the MCO shall submit the following documents and corresponding checklists for DHHS' review and approval:

22.5.12.5.1 Disaster Recovery Plan

22.5.12.5.2 Business Continuity Plan

22.5.12.5.3 Security Plan

22.5.12.6 The MCO shall provide the following documents. If after the original documents are submitted the MCO modifies any of them, the revised documents and corresponding checklists shall be submitted to DHHS for review and approval:

22.5.12.6.1 Joint Interface Plan

22.5.12.6.2 Risk Management Plan

22.5.12.6.3 Systems Quality Assurance Plan

22.5.12.6.4 Confirmation of 5010 compliance and Companion Guides

22.5.12.6.5 Confirmation of compliance with IRS Publication 1075

22.5.12.6.6 Approach to implementation of ICD-10 and ultimate compliance

22.5.13 Management of changes to the MCIS is critical to ensure uninterrupted functioning of the MCIS. The following elements shall be part of the change management process:

22.5.13.1 The complete system shall have proper configuration management/change management in place (to be reviewed and approved by DHHS). The MCO system shall be configurable to

support timely changes to benefit enrollment and benefit coverage or other such changes.

22.5.13.2 The MCO shall provide DHHS with written notice of major systems changes and implementations no later than ninety (90) calendar days prior to the planned change or implementation, including any changes relating to subcontractors, and specifically identifying any change impact to the data interfaces or transaction exchanges between the MCO and DHHS and/or the fiscal agent. DHHS retains the right to modify or waive the notification requirement contingent upon the nature of the request from the MCO.

22.5.13.3 The MCO shall provide DHHS with updates to the MCIS organizational chart and the description of MCIS responsibilities at least thirty (30) calendar days prior to the effective date of the change, except where personnel changes were not foreseeable in such period, in which case notice shall be given within at least one (1) business day. The MCO shall provide DHHS with official points of contact for MCIS issues on an ongoing basis.

22.5.13.4 A New Hampshire program centralized electronic repository shall be provided that will allow full access to project documents, including but not limited to project plans, documentation, issue tracking, deliverables, and ANY project artifacts. All items shall be turned over to DHHS upon request.

22.5.13.5 The MCO shall ensure appropriate testing is done for all system changes. MCO shall also provide a test system for DHHS to monitor changes in externally facing applications (i.e. NH websites). This test site shall contain no actual PHI data of any member.

22.5.13.6 The MCO shall make timely changes or defect fixes to data interfaces and execute testing with DHHS and other applicable entities to validate the integrity of the interface changes.

22.5.14 DHHS, or its agent, may conduct a Systems Readiness Review to validate the MCO's ability to meet the MCIS requirements.

22.5.14.1 The System Readiness Review may include a desk review and/or an onsite review.

22.5.14.2 If DHHS determines that it is necessary to conduct an onsite review, the MCO shall be responsible for all reasonable travel costs associated with such onsite reviews for at least two (2) staff from DHHS. For purposes of this section, "reasonable travel costs" include airfare, lodging, meals, car rental and fuel, taxi, mileage, parking, and other incidental travel expenses incurred by DHHS or its authorized agent in connection with the onsite reviews.

22.5.14.3 If for any reason the MCO does not fully meet the MCIS requirements, the MCO shall, upon request by DHHS, either correct such deficiency or submit to DHHS a Corrective Action Plan and Risk Mitigation Plan to address such deficiency.

Immediately upon identifying a deficiency, DHHS may impose contractual remedies according to the severity of the deficiency.

22.5.15 Systems enhancements developed specifically, and data accumulated, as part of the New Hampshire Care Management program remain the property of the State of New Hampshire.

22.5.15.1 Source code developed for this program shall remain the property of the vendor but will be held in escrow

22.5.15.2 All data accumulated as part of this program shall remain the property of DHHS and upon termination of the Agreement the data shall be electronically transmitted to DHHS in a format and schedule prescribed by DHHS.

22.5.15.3 The MCO shall not destroy or purge DHHS' data unless directed to or agreed to in writing by DHHS. The MCO shall archive data only on a schedule agreed upon by DHHS and the data archive process shall not modify the data composition of the source records. All DHHS archived data shall be retrievable for review and or reporting by DHHS in the timeframe set forth by DHHS.

22.5.16 The MCO shall provide DHHS with system reporting capabilities that shall include access to pre-designed and agreed upon scheduled reports, as well as the ability to execute ad-hoc queries to support DHHS data and information needs. DHHS acknowledges the MCO's obligations to appropriately protect data and system performance, and the parties agree to work together to ensure DHHS information needs can be met while minimizing risk and impact to the MCO's systems.

22.5.17 Quality of Service (QOS) Metrics:

22.5.17.1 System Integrity: The system shall ensure that both user and provider portal design, and implementation is in accordance with Federal, standards, regulations and guidelines related to security, confidentiality and auditing (e.g. HIPAA Privacy and Security Rules, National Institute of Security and Technology).

22.5.17.2 The security of the care management processing system must minimally provide the following three types of controls to maintain data integrity that directly impacts QOS . These controls shall be in place at all appropriate points of processing:

22.5.17.2.1 Preventive Controls: controls designed to prevent errors and unauthorized events from occurring.-

22.5.17.2.2 Detective Controls: controls designed to identify errors and unauthorized transactions that have occurred in the system.-

22.5.17.2.3 Corrective Controls: controls to ensure that the problems identified by the detective controls are corrected.

22.5.17.2.4 System Administration: Ability to comply with HIPAA, ADA, and other federal and state regulations, and perform in accordance with Agreement terms and conditions. Provide a flexible solution to effectively

meet the requirements of upcoming HIPAA regulations and other national standards development. The system must accommodate changes with global impacts (e.g., implementation of ICD-10-CM diagnosis and procedure codes, eHR, e-Prescribe) as well as new transactions at no additional cost.

22.5.18 Reporting – Provider Participation Report: The system shall provide provider participation reports by geographic location, categories of service, provider type categories, and any other codes necessary to determine the adequacy and extent of participation and service delivery and analyze provider service capacity in terms of member access to health care.

22.5.19 Reporting - Provider Quality Report Card Ability to provider dashboard or "report card" reports of provider service quality including but not limited to provider sanctions, timely fulfillment of service authorizations, count of service authorizations, etc.

23 Data Reporting

23.1.1 The MCO shall make all collected data available to DHHS upon request and upon the request of CMS [42 CFR 438.242(b)(3)].

23.1.2 The MCO shall maintain a health information system that collects, analyzes, integrates, and reports data. The system shall provide information on areas including, but not limited to, utilization, grievances and appeals, and disenrollment for other than loss of Medicaid eligibility [42 CFR 438.242(a)].

23.1.3 The MCO shall collect data on member and provider characteristics as specified by DHHS and on services furnished to members through a MCIS system or other methods as may be specified by DHHS [42 CFR 438.242(b)(1)].

23.1.4 The MCO shall ensure that data received from providers are accurate and complete by:

- 23.1.4.1 Verifying the accuracy and timeliness of reported data;
- 23.1.4.2 Screening the data for completeness, logic, and consistency; and
- 23.1.4.3 Collecting service information in standardized formats to the extent feasible and appropriate [42 CFR 438.242(b)(2)].

23.2 Encounter Data

23.2.1 The MCO shall submit encounter data in the format and content, timeliness, completeness, and accuracy as specified by the DHHS and in accordance with timeliness, completeness, and accuracy standards as established by DHHS.

23.2.2 All encounter data shall remain the property of DHHS and DHHS retains the right to use it for any purpose it deems necessary.

23.2.3 Submission of encounter data to DHHS does not eliminate the MCO's responsibility under state statute to submit member and claims data to the Comprehensive Healthcare Information System [NH RSA 420-G:1,1 II. (a)]

23.2.4 The MCO shall ensure that encounter records are consistent with the DHHS requirements and all applicable state and federal laws.

23.2.5 MCO encounters shall include all adjudicated claims, including paid, denied, and adjusted claims.

23.2.6 The MCO shall use appropriate member identifiers as defined by DHHS.

23.2.7 The MCO shall maintain a record of both servicing and billing information in its encounter records.

23.2.8 The MCO shall also use appropriate provider numbers for encounter records as directed by DHHS.

23.2.9 The MCO shall have a computer and data processing system sufficient to accurately produce the data, reports, and encounter record set in formats and timelines prescribed by DHHS as defined in this Agreement.

23.2.10 The system shall be capable of following or tracing an encounter within its system using a unique encounter record identification number for each encounter.

23.2.11 The MCO shall collect service information in the federally mandated HIPAA transaction formats and code sets, and submit these data in a standardized format approved by DHHS. The MCO shall make all collected data available to DHHS after it is tested for compliance, accuracy, completeness, logic, and consistency.

23.2.12 The MCO's systems that are required to use or otherwise contain the applicable data type shall conform with current and future HIPAA-based standard code sets; the processes through which the data are generated shall conform to the same standards:

- 23.2.12.1 Health Care Common Procedure Coding System (HCPCS)
- 23.2.12.2 CPT codes
- 23.2.12.3 International Classification of Diseases, 9th revision, Clinical Modification ICD-9-CM Volumes 1 & 2 (diagnosis codes) is maintained by the National Center for Health Statistics, Centers for Disease Control (CDC) within the U.S. Department of Health and Human Services (HHS)
- 23.2.12.4 International Classification of Diseases, 9th revision, Clinical Modification ICD-9-CM Volume 3 (procedures) is maintained by CMS and is used to report procedures for inpatient hospital services
- 23.2.12.5 International Classification of Diseases, 10th revision, Clinical Modification ICD-10-CM is the new diagnosis coding system that was developed as a replacement for ICD-9-CM, Volume 1 & 2. International Classification of Diseases, 10th revision, Procedure Coding System ICD-10-PCS is the new procedure coding system that was developed as a replacement for ICD-9-CM, volume 3. The compliance date for ICD-10-CM for diagnoses and ICD-10-PCS for inpatient hospital procedures is October 1, 2013
- 23.2.12.6 National Drug Codes (NDC): The NDC is a code set that identifies the vendor (manufacturer), product and package size of all drugs and biologics recognized by the Federal Drug Administration

(FDA). It is maintained and distributed by HHS, in collaboration with drug manufacturers

23.2.12.7 Code on Dental Procedures and Nomenclature (CDT): The CDT is the code set for dental services. It is maintained and distributed by the American Dental Association (ADA)

23.2.12.8 Place of Service Codes are two-digit codes placed on health care professional claims to indicate the setting in which a service was provided. CMS maintains point of service (POS) codes used throughout the health care industry

23.2.12.9 Claim Adjustment Reason Codes (CARC) explain why a claim payment is reduced. Each CARC is paired with a dollar amount, to reflect the amount of the specific reduction, and a Group Code, to specify whether the reduction is the responsibility of the provider or the patient when other insurance is involved

23.2.12.10 Reason and Remark Codes (RARC) are used when other insurance denial information is submitted to the Medicaid management information system (MMIS) using standard codes defined and maintained by CMS and the National Council for Prescription Drug Programs (NCPDP)

23.2.13 All MCO encounters shall be submitted electronically to DHHS or the State's fiscal agent in the standard HIPAA transaction formats, namely the ANSI X12N 837 transaction formats (P – Professional and I - Institutional) and, for pharmacy services, in the NCPDP format.

23.2.14 All MCO encounters shall be submitted with MCO paid amount and as applicable the Medicare paid amount, other insurance paid amount and expected member co-payment amount.

23.2.15 The MCO shall continually provide up to date documentation of payment methods used for all types of services by date of use of said methods.

23.2.16 The MCO shall continually provide up to date documentation of claim adjustment methods used for all types of claims by date of use of said methods.

23.2.17 The MCO shall collect, and submit to the State's fiscal agent, member service level encounter data for all covered services. The MCO shall be held responsible for errors or non-compliance resulting from its own actions or the actions of an agent authorized to act on its behalf.

23.2.18 The MCO shall conform to all current and future HIPAA-compliant standards for information exchange. Batch and Online Transaction Types are as follows:

23.2.18.1 Batch transaction types

23.2.18.1.1 ASC X12N 820 Premium Payment Transaction

23.2.18.1.2 ASC X12N 834 Enrollment and Audit Transaction

23.2.18.1.3 ASC X12N 835 Claims Payment Remittance Advice Transaction

23.2.18.1.4 ASC X12N 837I Institutional Claim/Encounter Transaction

23.2.18.1.5 ASC X12N 837P Professional Claim/Encounter Transaction

23.2.18.1.6 ASC X12N 837D Dental Claim/Encounter Transaction
23.2.18.1.7 NCPDP D.0 Pharmacy Claim/Encounter Transaction
23.2.18.2 Online transaction types
23.2.18.2.1 ASC X12N 270/271 Eligibility/Benefit Inquiry/Response
23.2.18.2.2 ASC X12N 276 Claims Status Inquiry
23.2.18.2.3 ASC X12N 277 Claims Status Response
23.2.18.2.4 ASC X12N 278/279 Utilization Review Inquiry/Response
23.2.18.2.5 NCPDP D.0 Pharmacy Claim/Encounter Transaction

23.2.19 Submitted encounter data shall include all elements specified by DHHS including, but not limited to, those specified in Exhibit N and detailed in the Medicaid Encounter Data Reporting Manual, which is under development by DHHS.

23.2.20 The MCO shall use the procedure codes, diagnosis codes, and other codes as directed by DHHS for reporting Encounters and fee- for-service claims. Any exceptions will be considered on a code-by-code basis after DHHS receives written notice from the MCO requesting an exception. The MCO shall also use the provider numbers as directed by DHHS for both Encounter and fee-for-service claims submissions, as applicable.

23.2.21 The MCO shall provide as a supplement to the encounter data submission a member file, which shall contain appropriate member identification numbers, the primary care provider assignment of each member, and the group affiliation of the primary care provider.

23.2.22 The MCO shall submit complete encounter data in the appropriate HIPAA-compliant formats regardless of the claim submission method (hard copy paper, proprietary formats, EDI, DDE)..

23.2.23 The MCO shall assign staff to participate in encounter technical work group meetings as directed by DHHS.

23.2.24 The MCO shall provide complete and accurate encounters to DHHS. The MCO shall implement review procedures to validate encounter data submitted by providers. The MCO shall meet the following standards:

23.2.24.1 Completeness
23.2.24.1.1 The MCO shall submit encounters that represent at least ninety-nine percent (99%) of the covered services provided by the MCO's network and non-network providers.. All data submitted by the providers to the MCO shall be included in the encounter submissions.

23.2.24.2 Accuracy
23.2.24.2.1 Transaction type (X12): Ninety-eight percent (98%) of the records in an MCO's encounter batch submission shall pass X12 EDI compliance edits and the MMIS threshold and repairable compliance edits.
23.2.24.2.2 Transaction type (NCPDP): Ninety-eight percent (98%) of the records in an MCO's encounter batch

submission shall pass NCPDP compliance edits and the pharmacy benefits system threshold and repairable compliance edits. The NCPDP compliance edits are described in the NCPDP.

23.2.24.2.3 One-hundred percent (100%) of member identification numbers shall be accurate and valid.

23.2.24.2.4 Ninety-eight percent (98%) of servicing provider address information will be accurate and valid.

23.2.24.2.5 Ninety-eight percent (98%) of member address information shall be accurate and valid.

23.2.24.3 Timeliness

23.2.24.3.1 Encounter data shall be submitted weekly, within five (5) business days of the end of each weekly period and within thirty (30) calendar days of claim payment. All encounters shall be submitted, both paid and denied claims. The paid claims shall include the MCO paid amount.

23.2.24.3.2 The MCO shall be subject to remedies as specified in Section 32 for failure to timely submit encounter data, in accordance with the accuracy standards established in this Agreement.

23.2.24.3.3

23.2.24.4 Error resolution

23.2.24.4.1 For all encounters submitted after the submission start date, including historical and ongoing claims, if DHHS or its fiscal agent notifies the MCO of encounters failing X12 EDI compliance edits or MMIS threshold and repairable compliance edits, the MCO shall remediate all such encounters within fifteen (15) calendar days after such notice. If the MCO fails to do so, DHHS will require a Corrective Action Plan and assess liquidated damages as described in Section 32. MCO shall not be held accountable for issues or delays directly caused by or as a direct result of the changes to MMIS by DHHS.

23.2.24.4.2 All sub-contracts with providers or other vendors of service shall have provisions requiring that encounter records are reported or submitted in an accurate and timely fashion.

23.3 Data Certification

23.3.1 All data submitted to DHHS by the MCO shall be certified by one of the following:

23.3.1.1 The MCO's Chief Executive Officer

23.3.1.2 The MCO's Chief Financial Officer

23.3.1.3 An individual who has delegated authority to sign for, and who reports directly to, the MCO's Chief Executive Officer or Chief Financial Officer

23.3.2 The data that shall be certified include, but are not limited to, all documents specified by DHHS, enrollment information, encounter data, and other information contained in contracts, proposals. The certification shall attest to, based on best knowledge, information, and belief, the accuracy, completeness and truthfulness of the documents and data. The MCO shall submit the certification concurrently with the certified data and documents [42 CFR 438.604(a), (b), and (c); 42 CFR 438.604(b); 42 CFR 438.606].

23.4 Data System Support for QAPI

23.4.1 The MCO shall have a data collection, processing, and reporting system sufficient to support the QAPI requirements described in Section 20. The system shall be able to support QAPI monitoring and evaluation activities, including the monitoring and evaluation of the quality of clinical care provided, periodic evaluation of MCO providers, member feedback on QAPI activity, and maintenance and use of medical records used in QAPI activities.

24 Fraud Waste and Abuse

24.1.1 The MCO shall have a Program Integrity Plan in place that has been approved by DHHS prior to the beginning of member enrollment in the MCO, and that shall include, at a minimum, the establishment of internal controls, policies, and procedures to prevent, detect, and deter fraud, waste, and abuse, as required in accordance with 42 CFR 455, 42 CFR 456, and 42 CFR 438.

24.1.2 The MCO shall have administrative and management arrangements or procedures, and a mandatory compliance plan, that are designed to guard against fraud, waste and abuse. The MCO procedures shall include, at a minimum, the following:

24.1.2.1 Written policies, procedures, and standards of conduct that articulate the MCO's commitment to comply with all applicable federal and State standards

24.1.2.2 The designation of a compliance officer and a compliance committee that are accountable to senior management

24.1.2.3 Effective training and education for the compliance officer and the MCO's employees

24.1.2.4 Effective lines of communication between the compliance officer and the MCO's employees

24.1.2.5 Enforcement of standards through well-publicized disciplinary guidelines

24.1.2.6 Provisions for internal monitoring and auditing

24.1.2.7 Provisions for prompt response to detected offenses, and for development of corrective action initiatives relating to the MCO's Agreement [42 CFR 438.608(a) and (b)]

24.1.3 The MCO shall establish a program integrity unit within the MCO comprised of experienced Fraud, Waste and Abuse reviewers. This unit shall have the primary purpose of preventing, detecting, investigating and reporting suspected Fraud, Waste and Abuse that may be committed by contracted providers, members, employees, subcontractors or other third parties with whom the MCO contracts .

24.1.4 The MCO shall report fraud, waste and abuse information to DHHS, which is responsible for such reporting to federal oversight agencies pursuant to [42 CFR 455.1(a)(1)].

24.1.5 The MCO shall provide full and complete information on the identity of each person or corporation with an ownership or controlling interest (five (5) percent or greater) in the MCO, or any sub-contractor in which the MCO has a five percent (5%) or greater ownership interest.

24.1.6 The MCO shall not knowingly be owned by, hire or contract with an individual who has been debarred, suspended, or otherwise excluded from participating in federal procurement activities or has an employment, consulting, or other Agreement with a debarred individual for the provision of items and services that are related to the entity's contractual obligation with the State.

24.1.7 As an integral part of the Integrity function, and in accordance with 42 CFR 455, 42 CFR 456, and 42 CFR 438, the MCO shall provide DHHS or its designee real time access to all of the MCO electronic encounter and claims data from the MCO's current claims reporting system. The MCO shall provide DHHS with the capability to access accurate, timely, and complete data as specified in section 22.5.15.

24.1.8 The MCO shall make claims and encounter data available to DHHS (and other State staff) using a reporting system that is compatible with DHHS' system(s).

24.1.9 The MCO and subcontractors shall cooperate fully with federal and State agencies in any investigations and subsequent legal actions.

24.1.10 The MCO shall have a written process approved by DHHS for Recipient Explanation of Medicaid Benefits, which shall include tracking of actions taken on positive responses. The fiscal agent sends out EOMB's and uses responses as means of determining if services were actually provided.

24.1.11 The MCO shall maintain an effective, overpayment recovery and tracking process, which shall include a means of confirming overpayment estimations, a formal process for documenting communication with providers, and a system for case management and tracking of audit findings, recoveries, and underpayments, This process will be reviewed as part of the MCO's first readiness review and is subject to DHHS approval.

24.1.12 The MCO shall provide DHHS with a quarterly report of all audits in process and completed during the quarter. The timing, format, and mode of transmission will be mutually agreed upon between DHHS and the MCO.

24.1.13 All fraud, waste and abuse reports submitted to DHHS shall be developed and submitted in a format and mode of delivery, mutually agreed upon between DHHS and the MCO. The report format at a minimum, shall:

24.1.13.1 Summarize all written and verbal fraud, waste and abuse related communications with providers;

24.1.13.2 Identify the number of claims targeted for review and recovery;
24.1.13.3 Identify the number of records requested from each provider;
24.1.13.4 Identify the number of cases with and without overpayments/underpayments;
24.1.13.5 Identify the number and types of letters sent to providers;
24.1.13.6 Identify the number of new appeals that are a result of Notices of Findings generated to providers following fraud, waste and abuse reviews;
24.1.13.7 Identify the number of hearings held, determinations and monetary reconciliations resulting from the above.
24.1.13.8 Identify the number of providers audited with identified results;
24.1.13.9 Identify the ICD-9-CM diagnosis and procedure codes billed, (or ICD-10-CM when implemented), for identified recoveries, and the frequency of the billed diagnoses and procedure codes, from high to low;
24.1.13.10 Identify CPT/HCPCS/REVENUE codes billed for identified recoveries from high to low and there frequency ; and
24.1.13.11 Identify the dollar amount identified and the dollar amount recovered from each provider or owed each provider.

24.1.14 In the event DHHS is unable to produce a desired Ad Hoc report through its access to the MCO's data as provided herein, DHHS shall request such Ad hoc report from the MCO and, within one (1) business day of receipt of such request, the MCO shall notify DHHS of the time required by the MCO to produce and deliver the Ad hoc report to DHHS, at no additional cost to DHHS.

24.1.15 The MCO shall be responsible for tracking, monitoring, and reporting specific reasons for claim adjustments and denials, by error type and by provider. As the MCO discovers incorrect billing trends with a particular provider/provider type, specific billing issue trends, or quality trends, it is the MCO's responsibility to reach out to the provider(s) and provide individualized or group training regarding the issues at hand. The MCO shall notify DHHS as this occurs, and discuss the most effective means of accomplishing this training.

24.1.16 DHHS reserves the right to conduct peer reviews of final program integrity audits completed by the MCO.

24.1.17 The MCO shall provide DHHS staff with access to appropriate on-site private work space to conduct DHHS's contract management reviews.

24.1.18 The MCO shall meet with DHHS monthly to discuss audit results and make recommendations for program improvements.

24.1.19 The MCO shall provide DHHS with an annual report of all audits in process and completed during the Agreement year within thirty (30) calendar days of the end of the Agreement year. The report shall consist of, at a minimum, an aggregate of the quarterly reports, as well as any recommendations by the MCO for future reviews, changes in the review process, and any other findings related to the review of claims for fraud, waste and abuse.

24.1.20 The MCO shall provide DHHS with a final report within thirty (30) calendar days following the termination of this Agreement. The final report format shall be developed jointly by DHHS and the MCO, and shall consist of an aggregate compilation of the data received in the quarterly reports.

24.1.21 The MCO shall refer all suspected Medicaid fraud cases to DHHS upon discovery, for referral to the Attorney General's Office, Medicaid Fraud Control Unit.

24.1.22 The MCO shall institute a Pharmacy Lock-In Program for members in accordance with the criteria established by DHHS

24.1.22.1 The MCO shall be responsible for performing a minimum of 6 months of claims review on any enrolled members who meet the Pharmacy Lock-In criteria approved by DHHS. If following the review, the MCO determines that a member meets the Pharmacy Lock-In criteria as established by DHHS, the MCO shall refer the case to DHHS for Lock-In status determination. DHHS shall send the MCO its Pharmacy Lock-In determination in writing within a time period established between DHHS and the MCO, along with a written explanation (justification). The MCO shall be responsible for all communications to members regarding the Pharmacy Lock-In determination.

24.1.23 MCOs may, with prior approval from the DHHS, implement Lock-In Programs for other medical services.

24.1.24 The MCO shall notify DHHS of any changes to members subject to lock-in programs, including, but not limited to; Medicaid eligibility status, changes in Pharmacy, extensions of lock-in and termination of lock-in.

24.1.25 The MCO shall provide DHHS with a monthly report regarding the Pharmacy Lock-In Program. Report format, design, and mode of transmission shall be mutually agreed upon between DHHS and the MCO.

24.1.26 The MCO shall provide a quarterly report to include: number of complaints of fraud and abuse made to DHHS that warrant preliminary or full investigation. For each instance, which is judged to warrant an investigation, the MCO will supply at a minimum: provider name/ID number, source of complaint, type of provider, nature of complaint, and approximate dollars involved, [42 CFR 455.17].

24.1.27 DHHS retains the right to determine disposition and retain settlements on cases investigated by the Medicaid Fraud Control Unit.

24.1.28 The MCO will allow access to all medical records and claims information to State and Federal agencies or contractors (i.e. NH Medicaid Fraud Unit, Recovery Audit Contractors (RAC) or the Medicaid Integrity Contractors (MIC)).

24.1.29 The MCO's MCIS system shall have specific processes and internal controls relating to fraud, waste and abuse in place, including, but not limited to the following areas:

24.1.29.1 Prospective claims editing

24.1.29.2 NCCI edits

24.1.29.3 Post-processing review of claims

24.1.29.4 Ability to pend any provider's claims for pre-payment review if the provider has shown evidence of credible fraud [42 CFR 455.21] in the Medicaid Program.

24.1.30 The MCO shall post and maintain DHHS approved information related to Fraud, Waste and Abuse on its website, including but not limited to provider notices, updates, policies, provider resources, contact information and upcoming educational sessions/webinars.

24.1.31 The MCO shall be subject to on-site reviews by DHHS, and shall comply within fifteen (15) calendar days with any and all DHHS documentation and records requests as a result of an on-site review.

24.1.32 DHHS shall conduct investigations related to suspected fraud, waste, and abuse cases, and reserves the right to pursue and retain recoveries for any and all types of claims older than six months for which the MCO does not have an active investigation.

24.1.33 DHHS and MCO program integrity staff shall meet monthly or more frequently as needed, to discuss areas of interest for past, current, and future investigations and to improve the effectiveness of fraud, waste, and abuse oversight activities.

24.1.34 DHHS shall validate the MCO performance on the program integrity scope of services via a mutually agreeable process, as set forth in 42 CFR 455 – Program Integrity.

24.1.35 DHHS shall establish performance measures to monitor the MCO compliance with the Program Integrity requirements set forth in this Agreement.

24.1.36 DHHS shall notify the MCO of any policy changes that impact the function and responsibilities required under this section of the Agreement.

24.1.37 DHHS shall notify the MCO of any changes within its agreement with its fiscal agent that may impact this section of this Agreement as soon as reasonably possible.

24.1.38 The MCO(s) shall report to DHHS all identified providers prior to being audited, to avoid duplication of on-going reviews with the RAC, MIC, MFCU and SURS.

24.1.39 The MCO(s) shall maintain appropriate record systems for services to members pursuant to 42 CFR 434.6(a)(7) and shall provide such information either through electronic data transfers or access rights by DHHS staff, or its designee, to MCO(s) data files. Such information shall include, but not be limited to:

- 24.1.39.1 Recipient – First Name, Last Name, DOB, gender, and identifying number
- 24.1.39.2 Provider Name and number (Performing and Referring)
- 24.1.39.3 Date of Service(s) Begin/End
- 24.1.39.4 Place Of Service
- 24.1.39.5 Billed amount/Paid amount
- 24.1.39.6 Paid date
- 24.1.39.7 Standard diagnosis codes (ICD-9-CM and ICD-10-CM), procedure codes (CPT/HCPCS), revenue codes and DRG codes, billing modifiers (include ALL that are listed on the claim)

24.1.39.8 Paid, denied, and adjusted claims
24.1.39.9 Recouped claims and reason for recoupment
24.1.39.10 Discharge status
24.1.39.11 Present on Admission (POA)
24.1.39.12 Length of Stay
24.1.39.13 Claim Type
24.1.39.14 Prior Authorization Information
24.1.39.15 Detail claim information vs. Summary information
24.1.39.16 Provider type
24.1.39.17 Category of Service
24.1.39.18 Admit time
24.1.39.19 Admit code
24.1.39.20 Admit source
24.1.39.21 Covered days
24.1.39.22 TPL information
24.1.39.23 Units of service
24.1.39.24 EOB
24.1.39.25 MCO ID#
24.1.39.26 Member MCO enrollment date
24.1.39.27 Member MCO enrollment #
24.1.39.28 Provider time in and time out for the specific service(s) provided
24.1.39.29 Data shall be clean, not scrubbed
24.1.39.30 And any other data deemed necessary by DHHS

25 Third Party Liability

DHHS and the MCO will cooperate in implementing cost avoidance and cost recovery activities. The rights and responsibilities of the parties relating to members and Third Party Payors are as follows:

25.1 MCO Cost Avoidance Activities

25.1.1 The MCO shall have primary responsibility for cost avoidance through the Coordination of Benefits (COB) relating to federal and private health insurance resources including, but not limited to, Medicare, private health insurance, Employees Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. 1396a(a)(25) plans, and workers compensation. The MCO must attempt to avoid initial payment of claims, whenever possible, when federal or private health insurance resources are available. To support that responsibility, the MCO must implement a file transfer protocol between the DHHS MMIS and the MCO's MCIS to receive Medicare and private insurance information and other information as required pursuant to 42 CFR 433.138. MCO shall require its subcontractors to promptly and consistently report COB information to the MCO.

25.1.2 The number of claims cost avoided by the MCO's claims system, including the amount of funds, the amounts billed, the amounts not collected, and the amounts denied, must be reported to DHHS in delimited text format.

25.1.3 The MCO shall maintain records of all COB collection efforts and results and report such information either through monthly electronic data transfers or access rights for DHHS to the MCO's data files. The data extract shall be in the delimited text format. Data elements may be subject to change during the course of the Agreement. The MCO shall accommodate changes required by DHHS and DHHS shall have access to all billing histories and other COB related data.

25.1.4 The MCO shall provide DHHS with a detailed claim history on a monthly basis of all paid claims based on a specific service date parameter requested for accident and trauma cases. These data shall be in the delimited text format. The claim history shall have, at a minimum, the following data elements;

- 25.1.4.1 Member name
- 25.1.4.2 Member ID
- 25.1.4.3 Dates of service
- 25.1.4.4 Claim unique identifier (transaction code number)
- 25.1.4.5 National Diagnosis Code
- 25.1.4.6 Diagnosis code description
- 25.1.4.7 National Drug Code
- 25.1.4.8 Drug code description
- 25.1.4.9 Amount billed by the provider
- 25.1.4.10 Amount paid by the MCO
- 25.1.4.11 Amount of other insurance recovery
- 25.1.4.12 Date claim paid
- 25.1.4.13 Performing provider

25.1.5 The MCO shall provide DHHS with a monthly file of COB collection effort and results. These data shall be in a delimited text format. The file should contain the following data elements:

- 25.1.5.1 Medicaid member name
- 25.1.5.2 Medicaid member ID
- 25.1.5.3 Insurance Carrier, other public payer, PBM, or benefit administrator ID
- 25.1.5.4 Insurance Carrier, other public payer, PBM, or benefit administrator name
- 25.1.5.5 Date of Service
- 25.1.5.6 Claim unique identifier (transaction code number)
- 25.1.5.7 Date billed to the insurance carrier, other public payer, PBM, or benefit administrator
- 25.1.5.8 Amount billed
- 25.1.5.9 Amount recovered
- 25.1.5.10 Denial reason code
- 25.1.5.11 Denial reason description
- 25.1.5.12 Performing provider

25.1.6 The MCO and its subcontractors shall not deny or delay approval of otherwise covered treatment or services based upon Third Party Liability considerations nor bill or pursue collection from a member for services. The MCO may neither unreasonably delay payment nor deny payment of claims unless the probable existence of Third Party Liability is established at the time the claim is adjudicated.

25.2 DHHS Cost Avoidance and Recovery Activities

25.2.1 DHHS shall be responsible for:

- 25.2.1.1 Medicare and insurance verification and submitting this information to the MCO;
- 25.2.1.2 Cost avoidance and pay and chase of those services that are excluded from the MCO;
- 25.2.1.3 Accident and trauma recoveries;
- 25.2.1.4 Lien, Adjustments and Recoveries and Transfer of Assets pursuant to § 1917 of the SSA;
- 25.2.1.5 Mail order co-pay deductible pharmacy program;
- 25.2.1.6 Veterans Administration benefit determination;
- 25.2.1.7 Health Insurance Premium Payment Program; and
- 25.2.1.8 Audits of MCO collection efforts and recovery.

25.3 Post-Payment Recovery Activities

25.3.1 Post-payment recoveries are categorized by (a) health-related insurance resources and (b) Other Resources.

25.3.2 Health-related insurance resources are ERISA health benefit plans, Blue Cross/Blue Shield subscriber contracts, Medicare, private health insurance, workers compensation, and health insurance contracts.

25.3.3 Other resources with regard to Third Party Liability include but are not limited to: recoveries from personal injury claims, liability insurance, first party automobile medical insurance, and accident indemnity insurance.

25.4 MCO Post Payment Activities

25.4.1 The MCO is responsible for pursuing, collecting, and retaining recoveries of health-related insurance resources, including a claim involving Workers' Compensation or where the liable party has improperly denied payment based upon either lack of a medically necessary determination or lack of coverage. The MCO is encouraged to develop and implement cost-effective procedures to identify and pursue cases that are susceptible or collection through either legal action or traditional subrogation and collection procedures.

25.4.2 The MCO shall be responsible for Reviewing claims for accident and trauma codes as required under 42 C.F.R. §433.138 (e). The MCO shall specify the guideline used in determining accident and trauma claims and establish a procedure to send the DHHS Accident Questionnaire to Medicaid members, postage pre-paid, when such potential claim is identified. The MCO shall

instruct members to return the Accident Questionnaire to DHHS. The MCO shall provide the guidelines and procedures to DHHS for review and approval prior to the first readiness review.

25.4.3 Due to potential time constraints involving accident and trauma cases and due to the large dollar value of many claims which are potentially recoverable by DHHS, the MCO must identify these cases before a settlement has been negotiated. Should DHHS fail to identify and establish a claim prior to settlement due to the MCO's untimely submission of notice of legal involvement where the MCO has received such notice, the amount of the actual loss of recovery shall be assessed against the MCO. The actual loss of recovery shall not include the attorney's fees or other costs, which would not have been retained by DHHS.

25.4.4 The MCO has 180 calendar days from the date of service of health-related insurance resources to initiate recovery and may keep any funds that it collects. The MCO must indicate its intent to recover on health-related insurance by providing to DHHS an electronic file of those cases that will be pursued. The cases must be identified and a file provided to DHHS by the MCO within 30 days of the date of discovery of the resource.

25.4.5 The MCO is responsible for pursuing, collecting, and retaining recoveries of health-related insurance resources where the liable party has improperly denied payment based upon either lack of a Medically Necessary determination or lack of coverage. The MCO is encouraged to develop and implement cost-effective procedures to identify and pursue cases which are susceptible to collection through either legal action or traditional subrogation and collection procedures.

25.5 DHHS Post Payment Recovery Activity

25.5.1 DHHS retains the sole and exclusive right to investigate, pursue, collect and retain all Other Resources, including accident and trauma. DHHS is assigned the MCO's subrogation rights to collect the "Other Resources" covered by this provision. Any correspondence or Inquiry forwarded to the MCO (by an attorney, provider of service, insurance carrier, etc.) relating to a personal injury accident or trauma-related medical service, or which in any way indicates that there is, or may be, legal involvement regarding the Recipient and the services which were provided, must be immediately forward to DHHS.

25.5.2 The MCO may neither unreasonably delay payment nor deny payment of Claims because they involved an injury stemming from an accident such as a motor vehicle accident, where the services are otherwise covered. Those funds recovered by DHHS under the scope of these "Other Resources" shall be retained by DHHS.

25.5.3 DHHS may pursue, collect and retain recoveries of all health-related insurance cases which are outstanding, that is, not identified by the MCO for recovery, after the later of nine (9) months from the date of service provided to the Member or six (6) months after the date of payment. Notification of intent to pursue, collect and retain health-related insurance is the sole responsibility of

the MCO, and cases not identified for recovery will become the sole and exclusive right of DHHS to pursue, collect and retain. The MCO must notify DHHS through the prescribed electronic file process of all outcomes for those cases identified for pursuit by the MCO.

25.5.4 Should DHHS lose recovery rights to any Claim due to late or untimely filing of a Claim with the liable third party, and the untimeliness in billing that specific Claim is directly related to untimely submission of Encounter Data or additional records under special request, or inappropriate denial of Claims for accidents or emergency care in casualty related situations, the amount of the unrecoverable Claim shall be assessed against the MCO.

26 Compliance with State and Federal Laws

26.1 General

26.1.1 The MCO, its subcontractors, and the providers with which they have Agreements with, shall adhere to all applicable federal and State laws, including subsequent revisions, whether or not included in this subsection [42 CFR 438.6; 42 CFR 438.100(a)(2); 42 CFR 438.100(d)].

26.1.2 The MCO shall ensure that safeguards at a minimum equal to federal safeguards (41 USC 423, section 27) are in place, providing safeguards against conflict of interest [§1923(d)(3) of the SSA; SMD letter 12/30/97].

26.1.3 The MCO shall comply with the following Federal and State Medicaid Statutes, Regulations, and Policies:

- 26.1.3.1 Medicare: Title XVIII of the Social Security Act, as amended; 42 U.S.C.A. §1395 et seq.
- 26.1.3.2 Related rules: Title 42 Chapter IV
- 26.1.3.3 Medicaid: Title XIX of the Social Security Act, as amended; 42 U.S.C.A. §1396 et seq. (specific to managed care: §§ 1902(a)(4), 1903(m), 1905(t), and 1932 of the SSA)
- 26.1.3.4 Related rules: Title 42 Chapter IV (specific to managed care: 42 CFR § 438; see also 431 and 435)
- 26.1.3.5 Children's Health Insurance Program (CHIP): Title XXI of the Social Security Act, as amended; 42 U.S.C. 1397;
  - 26.1.3.5.1 Regulations promulgated thereunder: 42 CFR 457
- 26.1.3.6 Patient Protection and Affordable Care Act of 2010
- 26.1.3.7 Health Care and Education Reconciliation Act of 2010, amending the Patient Protection and Affordable Care
- 26.1.3.8 American Recovery and Reinvestment Act
- 26.1.3.9 42 CFR 435; XX-YY, Chapter ZZ DHHS Eligibility Manual, NH Laws (RSAs), Regulations, State Plan?

26.1.4 The MCO will not release and make public statements or press releases concerning the program without the prior consent of DHHS.

26.1.5 The MCO shall comply with the Health Insurance Portability & Accountability Act of 1996 (between the State and the MCO, as governed by 45 C.F.R. Section 164.504(e)). Terms of the Agreement shall be considered binding

upon execution of this Agreement, shall remain in effect during the term of the Agreement including any extensions, and its obligations shall survive the Agreement.

26.2 Non-Discrimination

26.2.1 The MCO shall require its providers and subcontractors to comply with the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Title IX of the Education Amendments of 1972 (regarding education programs and activities), the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the regulations (45 C.F.R. Parts 80 & 84) pursuant to that Act, and the provisions of Executive Order 11246, Equal Opportunity, dated September 24, 1965, and all rules and regulations issued thereunder, and any other laws, regulations, or orders which prohibit discrimination on grounds of age, race, ethnicity, mental or physical disability, sexual or affectional orientation or preference, marital status, genetic information, source of payment, sex, color, creed, religion, or national origin or ancestry.

26.2.2 ADA Compliance

26.2.2.1 The MCO shall require its providers or subcontractors to comply with the requirements of the Americans with Disabilities Act (ADA). In providing health care benefits, the MCO shall not directly or indirectly, through contractual, licensing, or other arrangements, discriminate against Medicaid beneficiaries who are qualified disabled individuals covered by the provisions of the ADA. A "qualified individual with a disability" defined pursuant to 42 U.S.C. § 12131 is an individual with a disability who, with or without reasonable modifications to rules, policies, or practices, the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services, meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by a public entity (42 U.S.C. § 12131).

26.2.2.2 The MCO shall submit to DHHS a written certification that it is conversant with the requirements of the ADA, that it is in compliance with the law, and that it has assessed its provider network and certifies that the providers meet ADA requirements to the best of the MCO's knowledge. The MCO shall survey its providers of their compliance with the ADA using a standard survey document that will be developed by the State. Survey attestation shall be kept on file by the MCO and shall be available for inspection by the DHHS. The MCO warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the MCO to be in compliance with the ADA. Where applicable, the MCO shall abide by the provisions of Section 504 of the federal

Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, regarding access to programs and facilities by people with disabilities.

26.2.2.3 The MCO shall have written policies and procedures that ensure compliance with requirements of the Americans with Disabilities Act of 1990, and a written plan to monitor compliance to determine the ADA requirements are being met. The compliance plan shall be sufficient to determine the specific actions that will be taken to remove existing barriers and/or to accommodate the needs of members who are qualified individuals with a disability. The compliance plan shall include the assurance of appropriate physical access to obtain included benefits for all members who are qualified individuals with a disability including, but not limited to, street level access or accessible ramp into facilities; access to lavatory; and access to examination rooms.

26.2.2.4 The MCO shall forward to DHHS copies of all grievances alleging discrimination against members because of race, color, creed, sex, religion, age, national origin, ancestry, marital status, sexual or affectional orientation, physical or mental disability for review and appropriate action within three (3) business days of receipt by the MCO.

26.2.3 Non-Discrimination in Employment

26.2.3.1 The MCO will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The MCO will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MCO agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

26.2.3.2 The MCO will, in all solicitations or advertisements for employees placed by or on behalf of the MCO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

26.2.3.3 The MCO will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the MCO's commitments under Section 202 of

Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26.2.3.4 The MCO will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

26.2.3.5 The MCO will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

26.2.3.6 In the event of the MCO's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the MCO may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

26.2.3.7 The MCO will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The MCO will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the MCO becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the MCO may request the United States to enter into such litigation to protect the interests of the United States.

26.2.4 Non-Discrimination in Enrollment

26.2.4.1 The MCO shall and shall require its providers and subcontractors to accept assignment of an member and not discriminate against eligible members because of race, color, creed, religion, ancestry, marital status, sexual orientation, national origin, age, sex, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, the Americans with Disabilities Act of

1990 (ADA), 42 U.S.C. § 12131 and rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulation.

26.2.4.2 The MCO shall and shall require its providers and subcontractors to not discriminate against eligible persons or members on the basis of their health or mental health history, health or mental health status, their need for health care services, amount payable to the MCO on the basis of the eligible person's actuarial class, or pre-existing medical/health conditions.

26.2.5 Non-Discrimination with Respect to Providers

26.2.5.1 The MCO shall not discriminate with respect to participation, reimbursement, or indemnification as to any provider who is acting within the scope of the provider's license or certification under applicable State law, solely on the basis of such license or certification or against any provider that serves high-risk populations or specializes in conditions that require costly treatment. This paragraph shall not be construed to prohibit an organization from including providers only to the extent necessary to meet the needs of the organization's members, from establishing any measure designed to maintain quality and control costs consistent with the responsibilities of the organization, or use different reimbursement amounts for different specialties or for different practitioners in the same specialty. If the MCO declines to include individual or groups of providers in its network, it shall give the affected providers written notice of the reason for the decision.

26.3 Changes in Law

26.3.1 The MCO shall implement appropriate system changes, as required by changes to federal and state laws or regulations.

27 Administrative Quality Assurance Standards

27.1 Claims Payment Standards

27.1.1 The MCO shall pay or deny ninety-five percent (95%) of clean claims within thirty (30) days of receipt, or receipt of additional information [42 CFR 447.46; 42 CFR 447.45(d)(2), (d)(3), (d)(5), and (d)(6)].

27.1.2 The MCO shall pay interest on any clean claims that are not paid within thirty (30) days at the interest rate published in the Federal Register in January of each year for the Medicare program.

27.1.3 The MCO shall pay or deny all claims within sixty (60) days of receipt.

27.1.4 Additional information necessary to process incomplete claims shall be requested from the provider within 30 days from the date of original claim receipt.

27.1.5 For purposes of this requirement, New Hampshire DHHS has adopted the claims definitions established by CMS under the Medicare program, which is are follows:

27.1.5.1 "clean" claim: a claim that does not have any defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment.

27.1.5.2 "incomplete" claim: a claim that is denied for the purpose of obtaining additional information from the provider.

27.1.6 Claims payment timeliness shall be measured from the received date, which is the date a paper claim is received in the MCO's mailroom or an electronic claim is submitted. The paid date is the date a payment check or electronic funds transfer is issued to the service provider. The denied date is the date at which the MCO determines that the submitted claim is not eligible for payment.

27.2 Quality Assurance Program

27.2.1 The MCO shall maintain an internal program to routinely measure the accuracy of claims processing for MCIS and report results to DHHS on a monthly basis. Monthly reporting shall be based on a review of a statistically valid sample of paid and denied claims determined with a ninety-five percent (95%) confidence level, +/- three percent (3%), assuming an error rate of three percent (3%) in the population of managed care claims.

27.2.2 The MCO shall implement Corrective Action Plans to identify any issues and/or errors identified during claim reviews and report resolution to DHHS.

27.3 Claims Financial Accuracy

27.3.1 Claims financial accuracy measures the accuracy of dollars paid to providers. It is measured by evaluating dollars overpaid and underpaid in relation to total paid amounts taking into account the dollar stratification of claims. The MCO shall pay ninety-nine percent (99%) of dollars accurately.

27.4 Claims Payment Accuracy

27.4.1 Claims payment accuracy measures the percentage of claims paid or denied correctly. It is measured by dividing the number of claims paid/denied correctly by the total claims reviewed. The MCO shall pay ninety-seven percent (97%) of claims accurately.

27.5 Claims Processing Accuracy

27.5.1 Claims processing accuracy measures the percentage of claims that are accurately processed in their entirety from both a financial and non-financial perspective; i.e., claim was paid/denied correctly and all coding was correct, business procedures were followed, etc. It is measured by dividing the total number of claims processed correctly by the total number of claims reviewed. The MCO shall process ninety-five percent (95%) of all claims correctly.

28 Privacy and Security of Members

28.1.1 The MCO shall be in compliance with privacy policies established by governmental agencies or by State or federal law.

28.1.2 The MCO shall provide sufficient security to protect the State and DHHS data in network, transit, storage, and cache.

28.1.3 In addition to adhering to privacy and security requirements contained in other applicable laws and statutes, the MCO shall execute as part of this Agreement a Business Associates Agreement governing the permitted uses and disclosure and security of Protected Health Information.

28.1.4 The MCO shall ensure that it uses and discloses individually identifiable health information in accordance with HIPAA privacy requirements in 45 CFR parts 160 and 164, subparts A and E, to the extent that these requirements are applicable [42 CFR 438.224]; complies with federal statutes and regulations governing the privacy of drug and alcohol abuse patient records (42 CFR, Part 2), and all applicable state statutes and regulations, including but not limited to: R.S.A. 167:30: protects the confidentiality of all DHHS records with identifying medical information in them.

28.1.5 With the exception of submission to the Comprehensive Healthcare Information System or other requirements of State or federal law, claims and member data on New Hampshire Medicaid members may not be released to any party without the express written consent of DHHS.

28.1.6 The MCO shall ensure that in the process of coordinating care, each member's privacy is protected consistent with the confidentiality requirements in 45 CFR parts 160 and 164. 45 CFR Part 164 specifically describes the requirements regarding the privacy of individually identifiable health information [42 CFR 438.208(b)(1), (2), and (3)].

29 Finance

29.1 Financial Standards

29.1.1 In compliance with 42 CFR 438.116, the MCO shall maintain a minimum level of capital as determined in accordance with New Hampshire NHID regulations, and any other relevant laws and regulations.

29.1.2 The MCO shall maintain a risk-based capital (RBC) ratio to meet or exceed the NHID regulations, and any other relevant laws and regulations.

29.1.3 With the exception of payment of a claim for a medical product or service that was provided to a member, and that is in accordance with a written Agreement with the provider, the MCO may not pay money or transfer any assets for any reason to an affiliate without prior approval from DHHS, if any of the following criteria apply:

29.1.3.1 RBC ratio was less than 2.0 for the most recent year filing, per R.S.A. 404-F:14 (III)

29.1.3.2 MCO was not in compliance with the NHID solvency requirement

29.1.4 The MCO shall notify DHHS within ten (10) calendar days when its Agreement with an independent auditor or actuary has ended and seek approval of, and the name of the replacement auditor or actuary, if any from DHHS.

29.1.5 The MCO shall maintain current assets, plus long-term investments that can be converted to cash within seven (7) calendar days without incurring a penalty of more than twenty percent (20%) that equal or exceed current liabilities.

29.1.6 The MCO shall not be responsible for DSH/GME (IME/DME) payments to hospitals. DSH and GME amounts are not included in capitation payments.

29.2 Capitation Payments

29.2.1 Capitation rates for the agreement period through June 30, 2013 are shown in Exhibit B and were determined as part of Agreement negotiations, any best and final offer process, and the DHHS actuary's soundness certification. For each of the subsequent years of the Agreement actuarially sound per member, per month capitated rates will be calculated and certified by the DHHS's actuary.

29.2.2 DHHS will make a monthly payment to the MCO for each member enrolled in the MCO's plan. The rates for the first year will be valid from the Program start date through June 30, 2013. After the first Agreement year, the capitation rates will be valid for 12 months, July 1st through June 30th. The capitation rates will be risk adjusted as follows:

29.2.2.1 The Chronic Illness and Disability Payment System and Medicaid Rx risk adjuster (CDPS + Rx) will be used to risk adjust MCO capitation payments. Risk adjustment will be calculated on a prospective basis. The MCO Adjusted Risk Factor will equal the average risk factor across all beneficiaries that the MCO enrolls divided by the average risk factor for the entire population that is eligible to enroll in the Care Management Program (FFS eligibles + MCO members).

29.2.2.2 A CDPS + Rx risk score will be developed for members with six (6) months or more of data (either FFS or managed care). For members with less than six (6) months data, a score equal to the average of those beneficiaries with scores in each cohort (i.e., the MCO-specific average or the FFS average) will be used.

29.2.2.3 CDPS + Rx risk scores and age/gender scores will be updated annually.

29.2.2.4 Age/gender scores are based upon the average score of individuals in the rate cell that the member has been assigned to.

29.2.2.5 The MCO adjusted Risk Factor will be set to 1.00 for payments in the first quarter of the first year. The most current available month's enrollment will be used to establish the MCO Adjusted Risk Factor at the beginning of each of the following three quarters.

29.2.3 The capitation payment will be made retrospectively with a two (2) month delay. For example, a payment will be made within five (5) business days of the first day in October 2012 for services provided in July 2012.

29.2.4 Capitation payment settlements will be made at three (3) month intervals. DHHS will recover capitation payments made for deceased members, or members who were later determined to be ineligible for Medicaid and/or for Medicaid managed care.

29.2.5 Capitation payments for members who became ineligible for services in the middle of the month will be prorated based on the number of days eligible in the month.

29.2.6 For each live birth, DHHS will make a one-time maternity kick payment to the MCO with whom the mother is enrolled on the date of birth. This payment is a global fee to cover all maternity expenses, including all delivery and postpartum care. In the event of a multiple birth DHHS will only make only one maternity kick payment. A live birth is defined in accordance with NH Vital Records reporting requirements for live births as specified in RSA 5-C.

29.2.7 For each live birth, DHHS will make a one-time newborn kick payment to the MCO with whom the mother is enrolled on the date of birth. This payment is a global fee to cover all newborn expenses incurred in the first two (2) months of life, including all hospital, professional, pharmacy, and other services. For example, the newborn kick payment will cover all services provided in July 2012 and August 2012 for a baby born any time in July 2012. Enrolled babies will be covered under the MCO capitated rates thereafter.

29.2.8 The MCO shall submit information on maternity and newborn events to DHHS. The MCO shall follow written policies and procedures, as developed by DHHS, for receiving, processing and reconciling maternity payments.

29.2.9 One percent (1.0%) of each member's capitation payment to the MCO will be withheld annually to support DHHS' quality performance benchmark incentive program. Incentives will be measured annually (first measurement period July 2012 – June 2013) and incentive payments will be distributed by the end of the following Agreement year. Further details of the Performance Incentive program are described in Section [20.6].

29.2.10 One percent (1.0%) of each member's capitation payment to the MCO will be withheld annually to support DHHS's payment reform incentive program. Details of the Incentive Program are described in Section 9.

29.2.11 DHHS will inform the MCO of any required program revisions or additions in a timely manner. DHHS may adjust the rates to reflect these changes as necessary to maintain actuarial soundness.

29.3 Financial Responsibility for Dual-Eligibles

29.3.1 The MCO shall pay any Medicare coinsurance and deductible amount up to what New Hampshire Medicaid would have paid for that service, whether or not the Medicare provider is included in the MCO's provider network. These payments are included in the calculated capitation payment.

29.4 Premium Payments

29.4.1 DHHS is responsible for collection of any premium payments from members. If the MCO inadvertently receives premium payments from members, it shall inform the member and forward the payment to DHHS.

29.5 Sanctions

29.5.1 If the MCO fails to comply with the financial requirements in section 29, DHHS may take any or all of the following actions:

- 29.5.1.1 Require the MCO to submit and implement a Corrective Action Plan
- 29.5.1.2 Suspend enrollment of members to the MCO after the effective date of sanction
- 29.5.1.3 Terminate the Agreement upon 45 days written notice
- 29.5.1.4 Apply liquidated damages according to Section 32

29.6 Medical Cost Accruals

29.6.1 The MCO shall establish and maintain an actuarially sound process to estimate Incurred But Not Reported (IBNR) claims.

29.7 Audits

29.7.1 The MCO shall allow DHHS and/or the NHID to inspect and audit any of the financial records of the MCO and its subcontractors. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their costs [42 CFR 438.6(g), SMM 2087.7; 42 CFR 434.6(a)(5)].

29.7.2 Within one hundred and twenty (120) calendar days or other mutually agreed upon date following the end of each of the MCO's fiscal years during which the MCO has been under this Agreement, the MCO shall provide DHHS a copy of its audited financial statements. Financial statements shall be submitted in either paper format or electronic format, provided that all electronic submissions shall be in PDF format or another read-only format that maintains the documents' security and integrity.

29.8 Member Liability

29.8.1 The MCO shall not hold its Medicaid members liable for:

- 29.8.1.1 The MCO's debts, in the event of the MCO's insolvency [42 CFR 438.116(a); SMM 2086.6];
- 29.8.1.2 The covered services provided to the member, for which the State does not pay the MCO;
- 29.8.1.3 The covered services provided to the member, for which the State, or the MCO does not pay the individual or health care provider that

furnishes the services under a contractual, referral, or other arrangement; or

29.8.1.4 Payments for covered services furnished under a Agreement, referral, or other arrangement, to the extent that those payments are in excess of the amount that the member would owe if the MCO provided those services directly [§1932(b)(6) of the SSA; 42 CFR 438.106(a), (b) and (c); 42 CFR 438.6(l); 42 CFR 438.230; 42 CFR 438.204(a); SMD letter 12/30/97].

29.8.2 Subcontractors and referral providers may not bill members any amount greater than would be owed if the entity provided the services directly [§1932(b)(6) of the SSA; 42 CFR 438.106(c); 42 CFR 438.6(l); 42 CFR 438.230; 42 CFR 438.204(a); SMD letter 12/30/97].

29.8.3 The MCO shall cover continuation of services to members for duration of period for which payment has been made, as well as for inpatient admissions up until discharge during insolvency [SMM 2086.6B].

29.9 Denial of Payment

29.9.1 Payments provided for under the Agreement will be denied for new members when, and for so long as, payment for those members is denied by CMS in accordance with the requirements in [§1903(m)(5)(B)(ii) of the SSA; 42 CFR 438.726(b); 42 CFR 438.730(e)].

29.10 Federal Matching Funds

29.10.1 Federal matching funds are not available for amounts expended for providers excluded by Medicare, Medicaid, or Children's Health Insurance Program (CHIP), except for emergency services [42 CFR 431.55(h) and 42 CFR 438.808; 1128(b)(8) and §1903(i)(2) of the SSA; SMD letter 12/30/97]. Payments made to such providers are subject to recoupment from the MCO by DHHS.

30 Termination

30.1 Transition Assistance

Upon receipt of notice of termination of this Agreement by DHHS, the MCO shall provide any transition assistance reasonably necessary to enable DHHS or its designee to effectively close out this Agreement and move the work to another vendor or to perform the work itself.

30.1.1 Transition Plan

30.1.1.1 MCO must prepare a Transition Plan which is acceptable to and approved by DHHS to be implemented between receipt of notice and the termination date.

30.1.2 Data

30.1.2.1 The MCO shall be responsible for the provision of necessary information and records, whether a part of the MCIS or compiled

and/or stored elsewhere, to DHHS and/or its designee during the closeout period to ensure a smooth transition of responsibility. DHHS and/or its designee shall define the information required during this period and the time frames for submission.

30.1.2.2 All data and information provided by the MCO shall be accompanied by letters, signed by the responsible authority, certifying to the accuracy and completeness of the materials supplied. The MCO shall transmit the information and records required within the time frames required by DHHS. DHHS shall have the right, in its sole discretion, to require updates to these data at regular intervals.

30.2 Service Authorization

30.2.1 Effective fourteen (14) calendar days prior to the last day of the closeout period, the MCO shall work cooperatively with DHHS and/or its designee to process service authorization requests received. The MCO shall be financially responsible for approved requests when the service is provided on or before the last day of the closeout period or if the service is provided through the date of discharge or thirty-one (31) days after the cancellation or termination of this Agreement for members who remain hospitalized after the last day of the transition period. Disputes between the MCO and DHHS and/or its designee regarding service authorizations shall be resolved by DHHS.

30.2.2 The MCO shall give notice on the date that the timeframes expire when service authorization decisions not reached within the timeframes for either standard or expedited service authorizations. Untimely service authorizations constitute a denial and are thus adverse actions [42 CFR 438.404(c)(5)].

30.3 Termination for Cause

30.3.1 DHHS shall have the right to terminate this Agreement, without liability to the State, in whole or in part if the MCO [42 CFR 438.610(c)(3); 42 CFR 434.6(a)(6)]:

30.3.1.1 Takes any action or fails to prevent an action that threatens the health, safety or welfare of any member, including significant marketing abuses;

30.3.1.2 Takes any action that threatens the fiscal integrity of the Medicaid program;

30.3.1.3 Has its certification suspended or revoked by any federal agency and/or is federally debarred or excluded from federal procurement and/or non-procurement Agreement;

30.3.1.4 Materially breaches this Agreement or fails to comply with any term or condition of this Agreement that is not cured within twenty (20) business days of DHHS' notice and written request for compliance;

30.3.1.5 Violates state or federal law or regulation;

30.3.1.6 Fails to carry out the substantive terms of this Agreement that is not cured within twenty (20) business days of DHHS's notice and written request for compliance;

30.3.1.7 Becomes insolvent;

30.3.1.8 Fails to meet applicable requirements in sections §1932, §1903 (m) and §1905(t) of the SSA [42 CFR 438.708]. In the event of a termination by DHHS pursuant to 42 CFR 438.708, DHHS shall provide the MCO with a pre-termination hearing in accordance with 42 CFR 438.710;

30.3.1.9 Received a "going concern" finding in an annual financial report or indications that creditors are unwilling or unable to continue to provide goods, services or financing or any other indication of insolvency; or

30.3.1.10 Brings a proceeding voluntarily, or has a proceeding brought against it involuntarily, under the Bankruptcy Act.

30.3.1.11 Fails to correct significant failures in carrying out the substantive terms of this Agreement that is not cured within twenty (20) business days of DHHS's notice and written request for compliance.

30.3.2 If DHHS terminates this Agreement for cause, the MCO shall be responsible to DHHS for all reasonable costs incurred by DHHS, the State of New Hampshire, or any of its administrative agencies to replace the MCO. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonable attributable to the MCO's failure to perform any service in accordance with the terms of this Agreement.

30.4 Termination for Other Reasons

30.4.1 Either party may terminate this Agreement upon a breach by a party of any material duty or obligation hereunder which breach continues unremedied for sixty (60) days after written notice thereof by the other party.

30.4.2 DHHS may terminate this Agreement after written notice thereof to the MCO in the event the MCO fails to accept the actuarially sound capitation rates established by DHHS for Year 2 or later of the program. In the event of such termination, the MCO shall accept the lesser of the most recently agreed to capitation rates or the new annual capitation rate for each rating category as payment in full for Covered Services and all other services required under this Agreement delivered to Members until all Members have been disenrolled from the MCO's plan consistent with any mutually agreed upon transition plans to protect Members.

30.5 Survival of terms.

Termination or expiration of this Contract for any reason will not release either Party from any liabilities or obligations set forth in this Contract that:

30.5.1 The Parties have expressly agreed shall survive any such termination or expiration; or

30.5.2 Arose prior to the effective date of termination and remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

30.6 Notice of Hearing

Except because of change in circumstances or in the event DHHS terminates this Agreement pursuant to subsections (1), (2), (3) or (10 of Section 30.3.1, DHHS shall give the MCO ninety (90) days advance, written notice of termination of this Agreement and shall provide the MCO with an opportunity to protest said termination and/or request an informal hearing in accordance with 42 CFR 438.710. This notice shall specify the applicable provisions of this Agreement and the effective date of termination, which shall not be less than will permit an orderly disenrollment of members to the Medicaid FFS program or transfer to another MCO.

31 Agreement Closeout

31.1 Period

31.1.1 A closeout period shall begin one-hundred twenty (120) calendar days prior to the last day the MCO is responsible for coverage of specific beneficiary groups or operating under this Agreement. During the closeout period, the MCO shall work cooperatively with, and supply program information to, any subsequent MCO and DHHS. Both the program information and the working relationships between the two MCOs shall be defined by DHHS.

31.2 Data

31.2.1 The MCO shall be responsible for the provision of necessary information and records, whether a part of the MCIS or compiled and/or stored elsewhere, to the new MCO and/or DHHS during the closeout period to ensure a smooth transition of responsibility. The new MCO and/or DHHS shall define the information required during this period and the time frames for submission.

31.2.2 All data and information provided by the MCO shall be accompanied by letters, signed by the responsible authority, certifying to the accuracy and completeness of the materials supplied. The MCO shall transmit the information and records required under this Article within the time frames required by DHHS. DHHS shall have the right, in its sole discretion, to require updates to these data at regular intervals.

31.3 Service Authorizations

31.3.1 Effective 14 calendar days prior to the last day of the closeout period, the MCO shall work cooperatively with the new MCO to process service

authorization requests received. The MCO shall be financially responsible for approved requests when the service is provided on or before the last day of the closeout period or if the service is provided through the date of discharge or thirty-one (31) days after the cancellation or termination of this Agreement for members who remain hospitalized after the last day of the transition period. Disputes between the MCO and the new MCO regarding service authorizations shall be resolved by DHHS.

31.3.2 The MCO shall give notice on the date that the timeframes expire when service authorization decisions not reached within the timeframes for either standard or expedited service authorizations. Untimely service authorizations constitute a denial and are thus adverse actions [42 CFR 438.404(c)(5)].

32 Remedies

32.1 Reservation of Rights and Remedies

32.1.1 A material default or breach in this Agreement will cause irreparable injury to DHHS. In the event of any claim for default or breach of this Agreement, no provision of this Agreement shall be construed, expressly or by implication, as a waiver by the State of New Hampshire to any existing or future right or remedy available by law. Failure of the State of New Hampshire to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in the Agreement or by law, or the acceptance of (or payment for) materials, equipment or services, shall not release the MCO from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the State of New Hampshire to insist upon the strict performance of this Agreement. In addition to any other remedies that may be available for default or breach of the Agreement, in equity or otherwise, DHHS may seek injunctive relief against any threatened or actual breach of this Agreement without the necessity of proving actual damages. DHHS reserves the right to recover any or all administrative costs incurred in the performance of this Agreement during or as a result of any threatened or actual breach.

32.2 Liquidated Damages

32.2.1 DHHS and the MCO agree that it will be extremely impracticable and difficult to determine actual damages that DHHS will sustain in the event the MCO fails to maintain the required performance standards indicated below throughout the life of this Agreement. Any breach by the MCO will delay and disrupt DHHS's operations and obligations and lead to significant damages. Therefore, the parties agree that the liquidated damages as specified in the sections below are reasonable.

32.2.2 Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to DHHS. Except and to the extent

expressly provided herein, DHHS shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.

32.2.3 DHHS shall make all assessments of liquidated damages. Should DHHS determine that liquidated damages may, or will be assessed, DHHS shall notify the MCO as specified in Section 32.9 of this Agreement.

32.2.4 The MCO shall submit a written Corrective Action Plan to DHHS, within five business days of notification, for review and approval prior to implementation of corrective action.

32.2.5 The MCO agrees that as determined by DHHS, failure to provide services meeting the performance standards below will result in liquidated damages as specified. The MCO agrees to abide by the Performance Standards and Liquidated Damages specified, provided that DHHS has given the MCO data required to meet performance standards in a timely manner. DHHS's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.

32.2.6 The remedies specified in this Section shall apply until the failure is cured or an resulting dispute is resolved in the MCO's favor.

32.2.7 Liquidated damages may be assessed for each day, incidence or occurrence, as applicable, of a violation or failure.

32.2.8 The amount of liquidated damages assessed by DHHS to the MCO shall not exceed 3% of total expected yearly capitated payments, based on average annual membership from start date, for the MCO.

32.3 Category 1

Liquidated damages up to $100,000 per violation or failure may be imposed for Category 1 events. Category 1 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.3.1 Acts that discriminate among Members on the basis of their health status or need for health care services. This includes termination of enrollment or refusal to re-enroll an enrollee, except as permitted under law or under this Agreement, or any practice that would reasonably be expected to discourage enrollment by an enrollee whose medical condition or history indicates probable need for substantial future medical services. [42 CFR 700(b)(3) and 42 CFR 704(b)(2)]

32.3.2 A determination by DHHS that a recipient was not enrolled because of a discriminatory practice; $15,000 for each recipient subject to the $100,000 overall limit in 42 CFR 704(b)(2).

32.3.3 Misrepresentations of actions or falsifications of information furnished to CMS or the State.

32.3.4 Failure to comply with material requirements in this Agreement.

32.3.5 Failure to provide medically necessary services that the MCO is required to provide under law, or under this Agreement, to a member covered under this Agreement.

32.3.6 Failure to meet the Administrative Quality Assurance Standards specified in Section 25 of this Agreement.

32.3.7 Failure of the MCO to assume full operation of its duties under this Agreement in accordance with the implementation and transition timeframes specified herein.

32.4 Category 2

Liquidated damages up to $25,000 per violation or failure may be imposed for Category 2 events. Category 2 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.4.1 Misrepresentation or falsification of information furnished to a member, potential member, or health care provider.

32.4.2 Distribution, directly, or indirectly, through any agent or independent MCO, marketing materials that have not been approved by the State or that contain false or materially misleading information.

32.4.3 Violation of any other applicable requirements of section 1903(m) or 1932 of the Social Security Act and any implementing regulations.

32.4.4 Imposition of premiums or charges on members that are in excess of the premiums or charges permitted under the Medicaid program; a maximum of $25,000 or double the amount of the charges, whichever is greater. The State will deduct the amount of the overcharge and return it to the affected member.

32.4.5 Failure to resolve member Appeals and Grievances within the timeframes specified in Section 17 of this Agreement.

32.4.6 Failure to ensure client confidentiality in accordance with 42 CFR 166 and 45 CFR 164; an incident of non-compliance shall be assessed as per member and/or per HIPAA regulatory violation.

32.4.7 Violation of a subcontracting requirement in this Agreement.

32.5 Category 3

Liquidated damages up to $10,000 per violation or failure may be imposed for Category 3 events. Category 3 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.5.1 Late, inaccurate, or incomplete turnover or termination deliverables.

32.6 Category 4

Liquidated damages up to $5,000 per violation or failure may be imposed for Category 4 events. Category 4 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.6.1 Failure to meet staffing requirements as specified in Section 6.

32.6.2 Failure to submit reports not otherwise addressed in this Section within the required timeframes.

32.7 Category 5

Liquidated damages as specified below may be imposed for Category 5 events. Category 5 events are monitored by DHHS to determine compliance and shall include and constitute the following:

32.7.1 Failure to provide a sufficient number of providers in order to ensure member access to all covered services and to meet the geographic access standards and timely access to service delivery specified in this Agreement:
- 32.7.1.1 $1,000 per day per occurrence until correction of the failure or approval by DHHS of a Corrective Action Plan;
- 32.7.1.2 $100,000 per day for failure to meet the requirements of the approved Corrective Action Plan.

32.7.2 Failure to submit readable, valid health care data derived from Claims, Pharmacy or Encounter data in the required form or format, and timeframes required by the terms of this Agreement:
- 32.7.2.1 $5,000 for each day the submission is late;
- 32.7.2.2 for submissions more than 30 calendar days late, DHHS reserves the right to withhold five percent (5%) of the aggregate capitation payments made to the MCO in that month until such time as the required submission is made.

32.7.3 Failure to implement the Disaster Recovery Plan (DRP):
- 32.7.3.1 Implementation of the DRP exceeds the proposed time by two (2) or less Calendar Days: five thousand dollars ($5,000) per day up to day 2.
- 32.7.3.2 Implementation of the DRP exceeds the proposed time by more than two (2) and up to five (5) Calendar Days: ten thousand dollars ($10,000) per day beginning with day 3 and up to day 5.
- 32.7.3.3 Implementation of the DRP exceeds the proposed time by more than five (5) and up to ten (10) Calendar Days: twenty five thousand dollars ($25,000) per day beginning with day 6 and up to day 10.
- 32.7.3.4 Implementation of the DRP exceeds the proposed time by more than ten (10) Calendar Days: fifty thousand dollars ($50,000) per day beginning with day 11.

32.7.4 Unscheduled system unavailability occurring during a continuous five (5) business day period:
- 32.7.4.1 Greater than or equal to two (2) and less than twelve (12) hours cumulative; up to one hundred twenty-five dollars ($125) for each thirty (30) minutes or portions thereof.
- 32.7.4.2 Greater than or equal to twelve (12) and less than twenty-four (24) hours cumulative; up to two hundred fifty dollars ($250) for each thirty (30) minutes or portions thereof.
- 32.7.4.3 Greater than or equal to twenty-four (24) hours cumulative; up to five hundred dollars ($500) for each thirty (30) minutes or portions thereof up to a maximum of twenty-five thousand dollars ($25,000) per occurrence.

32.7.5 Failure to correct a system problem not resulting in system unavailability within the allowed timeframe:
- 32.7.5.1 One (1) to fifteen (15) calendar days late; two hundred and fifty dollars ($250) per calendar day for days 1 through 15.

32.7.5.2 Sixteen (16) to thirty (30) calendar days late; five hundred dollars ($500) per calendar day for days 16 through 30.

32.7.5.3 More than thirty (30) calendar days late; one thousand dollars ($1,000) per calendar day for days 31 and beyond.

32.7.6 Failure to meet telephone hotline performance standards:

32.7.6.1 One thousand dollars ($1,000) for each percentage point that is below the target answer rate of ninety percent (90%) in thirty (30) seconds.

32.7.6.2 One thousand dollars ($1,000) for each percentage point that is above the target of a one percent (1%) blocked call rate.

32.7.6.3 One thousand dollars ($1,000) for each percentage point that is above the target of a five percent (5%) abandoned call rate.

32.7.7 The MCO shall resolve at least ninety-eight percent (98%) of member appeals within 30 calendar days from the date the appeal was filed with the MCO

32.8 Suspension of Payment

32.8.1 Payment of capitation payments shall be suspended when;

32.8.1.1 The MCO fails to cure a default under this Agreement within thirty (30) days of notification

32.8.1.2 Failure to submit Encounter data

32.8.1.3 Failure to submit Pharmacy data

32.8.1.4 Failing to act on identified Corrective Action Plan

32.8.1.5 Failure to implement approved program management or implementation plans.

32.8.1.6 Failure to submit or act on any transition plan, or corrective action plan, as specified in this Agreement.

32.8.1.7 Upon correction of the deficiency or omission, capitation payments shall be reinstated.

32.9 Administrative and other remedies

In addition to other liquidated damages described in Category 1-5 events, DHHS may impose the following other remedies:

32.9.1 Appointment of temporary management of the MCO, as provided in 42 CFR 438.706, if DHHS finds that the MCO has repeatedly failed to meet substantive requirements in Section 1903(m) or Section 1932 of the Social Security Act.

32.9.2 Suspending enrollment of new members and/or changing auto-assignment of new members to the MCO.

32.9.3 Granting members the right to terminate enrollment without cause and notifying affected members of their right to disenroll.

32.9.4 Suspension of payment to the MCO for members enrolled after the effective date of the remedies and until CMS or DHHS is satisfied that the reason for imposition of the remedies no longer exists and is not likely to occur.

32.9.5 Termination of the Agreement if the MCO fails to carry out the substantive terms of the Agreement or fails to meet the applicable requirements in Section 1903(m) or Section 1932 of the Social Security Act.
32.9.6 Civil monetary fines in accordance with 42 CFR 438.704.
32.9.7 Additional remedies allowed under State statute or regulation that address area of non-compliance specified in 42 CFR 438.700.

32.10 Notice of remedies

Prior to the imposition of either liquidated damages or any other remedies under this Agreement, including termination for breach, with the exception of requirements related to the Implementation Plan, DHHS will issue written notice of remedies that will include, as applicable, the following:
32.10.1 A citation to the law, regulation or Agreement provision that has been violated.
32.10.2 The remedies to be applied and the date the remedies shall be imposed.
32.10.3 The basis for DHHS's determination that the remedies shall be imposed.
32.10.4 Request for a Corrective Action Plan.
32.10.5 The timeframe and procedure for the MCO to dispute DHHS's determination. An MCO's dispute of a liquidated damage or remedies shall not stay the effective date of the proposed liquidated damages or remedies.
32.10.6 If the failure is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the MCO's favor.

33 Dispute Resolution Process

33.1 Informal Dispute Process

In connection with any action taken or decision made by DHHS with respect to this Agreement, within ninety (90) days following the action or decision, the MCO may protest such action or decision by the delivery of a notice of protest to DHHS and by which the MCO may protest said action or decision and/or request an informal hearing with the New Hampshire Medicaid Director. The MCO shall provide DHHS with an explanation of its position protesting DHHS's action or decision. The Director will determine a time that is mutually agreeable to the parties during which they may present their views on the disputed issue(s). It is understood that the presentation and discussion of the disputed issue(s) will be informal in nature. The Director will provide written notice of the time, format and location of the presentations. At the conclusion of the presentations, the Director will consider all evidence and shall render a written recommendation as soon as practicable, but in no event more than thirty (30) calendar days after the conclusion of the presentation. The Director may appoint a designee to hear and determine the matter.

33.2 No Waiver

The MCO's exercise of its rights under Section 33.1 shall not limit, be deemed a waiver of, or otherwise impact the parties' rights or remedies otherwise available under law or

this Agreement, including but not limited to the MCO's right to appeal a decision of DHHS under RSA chapter 541-A or any applicable provisions of the N.H. Code of Administrative Rules, including but not limited to Chapter He-C 200 Rules of Practice and Procedure.

34 Confidentiality

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

It is understood that DHHS may, in the course of carrying out its responsibilities under this Agreement, have or gain access to confidential or proprietary data or information owned or maintained by the MCO. Insofar as the MCO seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the MCO must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. The MCO acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by the MCO as confidential, DHHS shall notify the MCO and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the MCO's responsibility and at the MCO's sole expense. If the MCO fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the MCO without incurring any liability to the MCO.

This Agreement is reimbursed on a per member per month capitation rate for the Agreement term, subject to all conditions contained within Exhibit A. Accordingly, no maximum or minimum product volume is guaranteed. Any quantities set forth in this contract are estimates only. The contractor agrees to serve all members in each category of eligibility who enroll with this contractor for covered services. Capitation payment rates are as follows:

Capitation Payment

Eligibility Category	Capitation Rates
Low Income Children and Adults -Age 2-11 Months	$ 176.03
Low Income Children and Adults -Age 1-5 Years	$ 101.68
Low Income Children and Adults -Age 6-13 Years	$ 148.09
Low Income Children and Adults -Female Age 14-18 Years	$ 184.03
Low Income Children and Adults -Male Age 14-18 Years	$ 166.97
Low Income Children and Adults -Female Age 19-44 Years	$ 344.91
Low Income Children and Adults -Male Age 19-44 Years	$ 263.72
Low Income Children and Adults -Age 45+ Years	$ 445.68
Foster Care / Adoption	$ 400.08
Breast and Cervical Cancer Program	$ 1,149.27
Severely Disabled Children	$ 1,187.31
Disabled Adults -Female Age 19-44 Years, Medicaid Only	$ 864.59
Disabled Adults -Male Age 19-44 Years, Medicaid Only	$ 854.85
Disabled Adults -Age 45+ Years, Medicaid Only	$ 1,164.74
Old Age Assistance Program -Medicaid Only – Non-Nursing Home Residents	$ 724.42
Nursing Home Residents -Medicaid Only	$ 1,528.78
Nursing Home Residents -Dual Eligibles	$ 77.55
Dual Eligibles -Age 0-44	$ 395.25
Dual Eligibles -Age 45-64	$ 519.63
Dual Eligibles -Age 65+	$ 241.77
Newborn Kick Payment	$ 1,923.73
Maternity Kick Payment	$ 2,746.77

Price Limitation. This Agreement is one of multiple contracts that will serve the New Hampshire Medicaid Care Management Program. The estimated member months, for year one of the Agreement, to be served among all contracts is 1,385,347. Accordingly, the price limitation among all contracts, for year one of the Agreement, based on the projected members per month is $381,923,030.

Invoicing. Invoices shall be submitted and will be paid based on the terms outlined in Exhibit A. Invoices for services shall be sent to the following address. The MCO shall be notified in writing should this information change during the course of the contract:

Attn: Medicaid Finance Director
New Hampshire Medicaid Managed Care Program
129 Pleasant Street
Concord, NH 03304

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 and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

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

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

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

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

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

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

7. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   7.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   7.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   7.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

8. Audit: if applicable Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   8.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   8.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor

that the Contractor shall be held liable for any state or federal audit exceptions that are the responsibility of the Contractor and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

11. Publicity.
    11.1. MCO may use the name of DHHS, the State of New Hampshire, any DHHS Agency, and the name of the DHHS Medicaid Care Management Program in any media release, public announcement, or public disclosure relating to the Agreement or its subject matter only if, at least seven (7) calendar days prior to distributing the material, the MCO submits the information to DHHS for review and comment. If DHHS has not responded within seven (7) calendar days, the MCO may use the submitted

information. DHHS reserves the right to object to and require changes to the publication if, at DHHS's sole discretion, it determines that the publication does not accurately reflect the terms of the Agreement or the MCO's performance under the Agreement. .

11.2. MCO will provide DHHS with one (1) electronic copy of any information described in this Section prior to public release. MCO will provide additional copies, including hard copies, at the request of DHHS.

11.3. The requirements of this Section do not apply to:

11.3.1. proposals or reports submitted to DHHS, an administrative agency of the State of New Hampshire, or a governmental agency or unit of another state or the federal government;

11.3.2. information concerning the Agreement's terms, subject matter, and estimated value:

11.3.2.1. in any report to a governmental body to which the MCO is required by law to report such information, or

11.3.2.2. that the MCO is otherwise required by law to disclose.

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

13. Subparagraph 4 of the General Provision of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon appropriation continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State the liable for any payments hereunder in excess of

appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall the have the right to withhold payment until such fund become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account in the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

14. Paragraph 9 of the General Provisions, Data/Access/Confidentiality/Preservation, the following is added as subparagraph 9.3:

Notwithstanding the foregoing, for purposes of this Agreement, the word "data" shall not mean and expressly excludes all, materials, information, processes and programs that are owned by or proprietary to Contractor or that are licensed to Contractor by a third party, including any modifications or enhancements thereto.

15. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement any time for any reason, at the sole discretion of the State, 30 days after giving the Contract written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of the clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the

proposed communications in its Transition Plan submitted to the State as described above.

16. Subparagraph 14 of the General Provisions of this contract, Insurance, is amended by adding the following language:

14.4 MCO shall carry insurance to protect against the cost associated with potential data exposure or loss. This policy shall be no less than one million USD ($1,000,000) per breach incident.

SPECIAL PROVISIONS – DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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;

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Date: 03/16/12

(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)

Manchester, NH

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

Granite Care-Meridian Health Plan of New Hampshire — From: 7/1/2011 To: 6/30/2013
(Contractor Name) (Period Covered by this Certification)

Sean P. Cotton, Chief Legal Officer
(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature) — 03/16/12 (Date)

Contractor Initials: SPC
Date: 03/16/12

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: July 1, 2011 through June 30, 2013

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

(Contractor Representative Signature)	Sean P. Cotton, Chief Legal Officer (Authorized Contractor Representative Name & Title)
Granite Care-Meridian Health Plan of New Hampshire, Inc (Contractor Name)	03/16/12 (Date)

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.

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Date: 03/16/12

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 (l)(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).

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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)	Sean P. Cotton, Chief Legal Officer (Authorized Contractor Representative Name & Title)
Granite Care-Meridian Health Plan of New Hampshire, Inc (Contractor Name)	03/16/12 (Date)

Contractor Initials: SPC

Date: 03/16/12

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	Sean P. Cotton, Chief Legal Officer
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Granite Care-Meridian Health Plan of New Hampshire, Inc	03/16/12
(Contractor Name)	(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)	Sean P. Cotton, Chief Legal Officer (Authorized Contractor Representative Name & Title)
Granite Care-Meridian Health Plan of New Hampshire, Inc (Contractor Name)	03/16/12 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

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k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

Contractor Initials: SPC
Date: 03/16/12

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

DHHS/DCBCS/BEAS

The State Agency Name	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
DAF Nicholas A Toumpas	Sean P. Cotton
Name of Authorized Representative	Name of Authorized Representative
Title of Authorized Representative	Title of Authorized Representative
Date	Granite-Care Meridian Health Plan of New Hampshire, Inc. 03/16/12 Date

Contractor Initials: SPC
Date: 03/16/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Sean P. Cotton, Chief Legal Officer

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

Granite Care-Meridian Health Plan of New Hampshire, Inc. 03/16/12

(Contractor Name) (Date)

Contractor initials: SPC
Date: 03/16/12

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: To be provided upon receipt

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?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

The MCO's RFP (#12-DHHS-CM-01) Technical Proposal, including any addenda, submitted by the MCO is hereby incorporated.

MCO Encounter, Member, and Provider Data Sets

Data Element	Medical	Pharmacy	Member	Provider
Allowed amount	x	x		
Billed/Charge Amount	x	x		
Billing Provider City Name	x	x		x
Billing Provider Country Name	x	x		x
Billing Provider Location City Name	x	x		x
Billing Provider Location State or Province	x	x		x
Billing Provider Location Street Address	x	x		x
Billing Provider Location ZIP Code	x	x		x
Billing Provider Medicaid ID	x	x		x
Billing Provider Name	x	x		x
Billing Provider NPI	x	x		x
Billing Provider Payer ID	x	x		x
Billing Provider Specialty	x	x		x
Billing Provider State or Province	x	x		x
Billing Provider Street Address	x	x		x
Billing Provider Tax ID				x
Billing Provider Telephone Number				x
Billing Provider Type (e.g., hospital, optometrist)	x	x		x
Billing Provider ZIP Code	x	x		x
Category/Type of Service (e.g., 'Physician') universal across claim types to be defined in conjunction with DHHS, standard across MCOs)	x	x		
Charge Amount	x	x		
Claim Adjudication Date	x	x		
Claim ID	x	x		
Claim Line Number	x	x		
Claim Paid Date	x	x		
Claim Transaction Status (e.g., paid, denied)	x	x		
Claim Transaction Type (e.g., adjusted claim, void)	x	x		
Claim Type (e.g., drug, medical)	x	x		
Claim Version	x	x		
Co-pay Amount	x	x		
Date Claim Received	x	x		
Date of Service – From	x	x		
Date of Service – Through	x	x		
Date Service Approved	x	x		
Diagnosis Codes Principal and Other - MCO to Provide All Submitted by Providers	x			
Discharge Date	x			
Dual Medicare Status at Service Date of Claim	x	x		
E-Code	x			
EOB Codes	x			
Facility Type - Professional	x			
Institutional - Admission Date	x			
Institutional - Admission Hour	x			

Data Element	Medical	Pharmacy	Member	Provider
Institutional - Admission Source	x			
Institutional - Admission Type	x			
Institutional - Admitting Diagnosis	x			
Institutional - Covered Days	x			
Institutional - Days	x			
Institutional - Discharge Hour	x			
Institutional - Discharge Status	x			
Institutional - Inpatient - Present on Admission Codes for All Diagnosis Codes as Specified by DHHS	x			
Institutional - Inpatient DRG (if DRG payment system is used)	x			
Institutional - Inpatient DRG allowed amount (if DRG payment system is used)	x			
Institutional - Inpatient DRG outlier amount (if DRG payment system is used)	x			
Institutional - Inpatient DRG outlier days (if DRG payment system is used)	x			
Institutional - Inpatient DRG Version (if DRG payment system is used)	x			
Institutional - Inpatient DRG Version (if used)	x			
Institutional - Occurrence Code Values/Dates - MCO to Provide All Submitted by Providers	x			
Institutional - Occurrence Codes - MCO to Provide All Submitted by Providers	x			
Institutional - Revenue Code	x			
Institutional - Type of Bill	x			
Institutional Inpatient Procedure Codes (ICD) - MCO to Provide All Submitted by Providers	x			
Institutional Paid Amount - Detail (where applicable)	x	x		
MCO Assigned Provider ID	x	x		x
MCO Group ID Number	x	x	x	
MCO ID	x	x	x	x
MCO Internal Member ID	x	x	x	
Medicaid Eligibility Category at Service Date on Claim	x	x		
Medicaid Special Eligibility Category at Service Date on Claim (e.g., nursing home, waiver program)	x	x		
Medical Claim Drug Codes (e.g., J codes)	x			
Member Address	x	x	x	
Member Age at Time of Claim Using Last Date of Service	x	x		
Member Bureau of Behavioral Health Eligibility Status			x	
Member City	x	x	x	
Member County			x	
Member Date of Birth	x	x	x	
Member Date of Death			x	
Member Dual Medicare Status			x	
Member Gender	x	x	x	
Member Lock-In Dates			x	
Member Lock-In Indicator			x	
Member Lock-In Pharmacy/Provider			x	
Member Medicaid Eligibility Category			x	
Member Medicaid Special Eligibility Category (e.g., nursing home, waiver program)			x	
Member Name	x	x	x	
Member Rate Cell			x	
Member Risk Score/Status			x	
Member Risk Status Percentile Rank			x	

Data Element	Medical	Pharmacy	Member	Provider
Member SSN			x	
Member State	x	x	x	
Member Year and Month			x	
Member Zip Code	x	x	x	
NH Medicaid Member ID	x	x	x	
Outpatient Hospital Payment Group (if used)	x			
Outpatient Hospital Payment Grouper Used (if used)	x			
Outpatient Hospital Payment Grouper Version (if used)	x			
Paid Amount	x	x		
Pharmacy Basis of Provider Reimbursement on the Paid Claim		x		
Pharmacy Compound Drug Indicator		x		
Pharmacy Days Supply		x		
Pharmacy Dispensed as Written Indicator		x		
Pharmacy Dispensing Fee		x		
Pharmacy Drug Name		x		
Pharmacy Drug NDC		x		
Pharmacy Fill Number		x		
Pharmacy Generic Drug Indicator		x		
Pharmacy Ingredient Cost		x		
Pharmacy Location City Name		x		x
Pharmacy Location State or Province		x		x
Pharmacy Location ZIP Code		x		x
Pharmacy Metric Units		x		
Pharmacy Name		x		x
Pharmacy NH Medicaid Pharmacy Provider ID		x		
Pharmacy Postage Amount		x		
Pharmacy Prescribing Provider DEA Number		x		
Pharmacy Prescribing Provider MCO ID		x		
Pharmacy Prescribing Provider NPI		x		
Pharmacy Prescription Number		x		
Pharmacy Tax ID		x		x
Place of Service	x	x		
Prepaid Amount/Fee Schedule Equivalent (if provider being paid on capitated basis)	x	x		
Primary Care Provider Assigned From Date			x	x
Primary Care Provider Assigned To Date			x	x
Primary Care Provider Clinic/Business Name			x	x
Primary Care Provider Location City Name			x	x
Primary Care Provider Location State or Province			x	x
Primary Care Provider Location Street address			x	x
Primary Care Provider Location ZIP Code			x	x
Primary Care Provider Medicaid ID			x	x
Primary Care Provider Name			x	x
Primary Care Provider NPI			x	x
Primary Care Provider Payer ID			x	x
Primary Care Provider Specialty			x	x
Primary Care Provider Tax ID			x	x

Data Element	Medical	Pharmacy	Member	Provider
Primary Care Provider Type (e.g., Physician, APRN)			x	x
Prior Authorization Number	x	x		
Procedure Codes (HCPCS/CPT) - MCO to Provide All Submitted by Providers as Specified by DHHS	x			
Procedure Modifier Codes and Description – MCO to Provide All Submitted by Providers as Specified by DHHS	x			
Provider Certification Data (licensure, provider residency/fellowship, date and specialty of Board Certification status)				x
Provider City Name				x
Provider Closed/Open Panel Indicator				x
Provider Country Name				x
Provider County Name				x
Provider Enrollment Date				x
Provider In-Network Indicator				x
Provider Multiple Service Location Indicator				x
Provider Location Type (e.g., border, in-state, out-of state)				x
Provider Medicaid ID				x
Provider Name				x
Provider NPI				x
Provider Payer ID				x
Provider Specialty				x
Provider Start Date				x
Provider State or Province				x
Provider Street Address				x
Provider Tax ID				x
Provider Telephone Number				x
Provider Termination Date				x
Provider Termination Reason				x
Provider Type (e.g., physician, APRN)				x
Provider ZIP Code				x
Quantity/Units Billed	x			
Quantity/Units Paid	x			
Referring Provider Name	x			x
Referring Provider NPI	x			x
Referring Provider Payer ID	x			x
Rendering/Service Provider Country Name	x	x		x
Rendering/Service Provider Name	x	x		x
Rendering/Service Provider NPI	x	x		x
Rendering/Service Provider Payer ID	x	x		x
Rendering/Service Provider Rendering/Service Location City Name	x	x		x
Rendering/Service Provider Rendering/Service Location State or Province	x	x		x
Rendering/Service Provider Rendering/Service Location ZIP Code	x	x		x
Rendering/Service Provider Specialty	x	x		x
Rendering/Service Provider Street Address	x	x		x
Rendering/Service Provider Tax ID	x	x		x
Rendering/Service Provider Type (e.g., physician, APRN)	x	x		x
TPL Medicare Allowed Amount	x	x		

Data Element	Medical	Pharmacy	Member	Provider
TPL Medicare Coinsurance Amount	x	x		
TPL Medicare Deductible Amount	x	x		
TPL Medicare Paid Amount	x	x		
TPL Medicare Paid Date	x	x		
TPL Other Payers Allowed Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Coinsurance Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Deductible Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Name - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Paid Amount - MCO to Supply All Other Payer Information	x	x		
TPL Other Payers Paid Date - MCO to Supply All Other Payer Information	x	x		

Note: Medical and Pharmacy are transaction specific encounter data sets; Member is a month specific file, and Provider file must represent present and historical provider network.

* If any local codes are used in addition to national standard code sets, local code table must also be supplied

MCO Coordination of Benefits Data Set

Data Element
Medicaid Member Name
NH Medicaid Member ID
Insurance Carrier, PBM, or Benefit Administrator ID
Insurance Carrier, PBM, or Benefit Administrator Name
Date of Service
Claim ID (transaction code number)
Date billed to the insurance carrier, PBM, or benefit administrator
Amount billed
Amount recovered
Denial reason code
Denial reason description
Performing provider

Note: COB is a transaction specific data set submitted monthly in a delimited flat text file.

Required Quality Reporting Measures

If additional measures are added to the NCQA or CMS measure sets, MCO reporting requirements shall include those new measures. For measures that are no longer part of the measures sets, DHHS may at its option add those measures to the Additional State Required Measure list.

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Adherence to Antipsychotics for Individuals with Schizophrenia	Management of Chronic Conditions	CMS-QMHAG			X	
Adolescent Well-Care Visits	Use of Services	NCQA/CAHPS		X		
Adult Asthma Admission Rate (PQI 15)	Prevention and Health Promotion	AHRQ			X	
Adult BMI Assessment	Effectiveness of Care	NCQA/CAHPS			X	
Adult Survey - Flu Shots for Adults Ages 50-64	Effectiveness of Care	NCQA/CAHPS			X	
Adults' Access to Preventive/Ambulatory Health Services (20-44)	Access and Availability of Care	NCQA/CAHPS				X
Adults' Access to Preventive/Ambulatory Health Services (45-64)	Access and Availability of Care	NCQA/CAHPS				X
Adults' Access to Preventive/Ambulatory Health Services (65+)	Access and Availability of Care	NCQA/CAHPS				X
Adults' Access to Preventive/Ambulatory Health Services (Total)	Access and Availability of Care	NCQA/CAHPS				X
Ambulatory Care: Emergency Dept Visits/1000	Use of Services	NCQA/CAHPS				X
Ambulatory Care: Emergency Dept Visits/1000 Children	Use of Services	NCQA/CAHPS		X		
Annual HIV/AIDS Medical Visit	Management of Chronic Conditions	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - ACE or ARB	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Anticonvulsants	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Digoxin	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Diuretics	Effectiveness of Care	NCQA/CAHPS			X	
Annual Monitoring for Patients on Persistent Medications - Total	Effectiveness of Care	NCQA/CAHPS			X	
Annual number of asthma patients ages 2 through 20 years old with 1 or more asthma-related emergency room visits	Management of Chronic Conditions	Alabama Medicaid		X		
Annual Pediatric hemoglobin A1C testing	Management of Chronic Conditions	NCQA		X		
Antidepressant Medication Management - Effective Acute Phase Treatment	Effectiveness of Care	NCQA/CAHPS	X		X	
Antidepressant Medication Management - Effective Continuation Phase Treatment	Effectiveness of Care	NCQA/CAHPS	X		X	
Appropriate Testing for Children With Pharyngitis	Effectiveness of Care	NCQA/CAHPS	X	X		
Appropriate Treatment for Children With Upper Respiratory Infection	Effectiveness of Care	NCQA/CAHPS	X			

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Appropriate Use of Antenatal Steroids	Management of Acute Conditions	Providence St. Vincent Medical Center, TJC			X	
Avoidance of Antibiotic Treatment in Adults with Acute Bronchitis	Effectiveness of Care	NCQA/CAHPS	X			
Board Certification - Detail Table	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Family Medicine Physicians	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Geriatricians	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Internal Medicine Physicians	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of OB/GYNs	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Other Physician Specialists	Health Plan Descriptive Information	NCQA/CAHPS				X
Board Certification - Percent of Pediatricians	Health Plan Descriptive Information	NCQA/CAHPS				X
Breast Cancer Screening - Total	Effectiveness of Care	NCQA/CAHPS	X		X	
Call Abandonment	Access and Availability of Care	NCQA/CAHPS				X
Call Answer Timeliness	Access and Availability of Care	NCQA/CAHPS				X
Care Transition - Transition Record Transmitted to Health Care Professional	Care Coordination	AMA-PCPI			X	
Cervical Cancer Screening	Effectiveness of Care	NCQA/CAHPS	X		X	
Cesarean rate for nulliparous singleton vertex	Prevention and Health Promotion	California Maternal Quality Care Collaborative		X		
Child Survey - CCC Population: Access to Prescription Medicines Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Access to Specialized Services Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Coordination of Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Coordination of Care for Children With Chronic Conditions Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Customer Service Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Family Centered Care: Getting Needed Information Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Family Centered Care: Personal Doctor Who Knows Child	Member Satisfaction	NCQA/CAHPS		X		

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Composite						
Child Survey - CCC Population: Getting Care Quickly Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Getting Needed Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Health Promotion and Education Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: How Well Doctors Communicate Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of All Health Care (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of All Health Care (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Health Plan (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Health Plan (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Overall Health	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Personal Doctor (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Personal Doctor (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Specialist Seen Most often (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Rating of Specialist Seen Most often (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - CCC Population: Shared Decision Making Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Coordination of Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Customer Service Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Getting Care Quickly Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Getting Needed Care Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Health Promotion and Education Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: How Well Doctors Communicate Composite	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of All Health Care (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of All Health Care (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Health Plan (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Health Plan (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Overall Health	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Personal Doctor (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Personal Doctor (9+10)	Member Satisfaction	NCQA/CAHPS		X		

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Child Survey - General Population: Rating of Specialist Seen Most often (8+9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Rating of Specialist Seen Most often (9+10)	Member Satisfaction	NCQA/CAHPS		X		
Child Survey - General Population: Shared Decision Making Composite	Member Satisfaction	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 10	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 2	Effectiveness of Care	NCQA/CAHPS	X	X	X	
Childhood Immunization Status - Combo 3	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 4	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 5	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 6	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 7	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 8	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Combo 9	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - DTaP	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Hepatitis A	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Hepatitis B	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - HiB	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Influenza	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - IPV	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - MMR	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Pneumococcal Conjugate	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - Rotavirus	Effectiveness of Care	NCQA/CAHPS		X		
Childhood Immunization Status - VZV	Effectiveness of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (12-19 Yrs)	Access and Availability of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (12-24 Months)	Access and Availability of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (25 Months-6 Yrs)	Access and Availability of Care	NCQA/CAHPS		X		
Children and Adolescents' Access To PCP (7-11 Yrs)	Access and Availability of Care	NCQA/CAHPS		X		
Chlamydia Screening in Women - Total	Effectiveness of Care	NCQA/CAHPS	X			
Chlamydia Screening in Women (Age 16-20)	Effectiveness of Care	NCQA/CAHPS	X	X		
Chlamydia Screening in Women (Age 21-24)	Effectiveness of Care	NCQA/CAHPS	X		X	

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Cholesterol Management for Patients with Cardiovascular Conditions: LDL-C Screening	Effectiveness of Care	NCQA/CAHPS	X			
Chronic obstructive pulmonary disease (COPD) Admission Rate (PQI 05)	Prevention and Health Promotion	AHRQ			X	
Comprehensive Diabetes Care - Eye Exams	Effectiveness of Care	NCQA/CAHPS	X			
Comprehensive Diabetes Care - HbA1c Control (<9%)	Effectiveness of Care	NCQA/CAHPS	X			
Comprehensive Diabetes Care - HbA1c Testing	Effectiveness of Care	NCQA/CAHPS	X		X	
Comprehensive Diabetes Care - LDL-C Screening	Effectiveness of Care	NCQA/CAHPS	X		X	
Comprehensive Diabetes Care - Medical Attention for Nephropathy	Effectiveness of Care	NCQA/CAHPS	X			
Congestive Heart Failure Admission Rate (PQI 08)	Prevention and Health Promotion	AHRQ			X	
Controlling High Blood Pressure - Total	Effectiveness of Care	NCQA/CAHPS	X		X	
Customer Service Composite	Member Satisfaction	NCQA/CAHPS	X		X	
Developmental Screening in the First Three Years of Life	Prevention and Health Promotion	NCQA and CAHMI		X		
Diabetes, short-term complications Admission Rate (PQI 01)	Prevention and Health Promotion	AHRQ			X	
Elective delivery prior to 39 completed weeks gestation	Management of Acute Conditions	HCA, TJC			X	
Frequency of Ongoing Prenatal Care (<21%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (>= 81%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (21-40%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (41-60%)	Use of Services	NCQA/CAHPS		X		
Frequency of Ongoing Prenatal Care (61-80%)	Use of Services	NCQA/CAHPS		X		
FU After Hospitalization For Mental Illness - 30 days	Effectiveness of Care	NCQA/CAHPS		X	X	
FU After Hospitalization For Mental Illness - 7 days	Effectiveness of Care	NCQA/CAHPS	X	X	X	
FU Care for Children Prescribed ADHD Medication - Continuation & Maintenance Phase	Effectiveness of Care	NCQA/CAHPS	X	X		
FU Care for Children Prescribed ADHD Medication - Initiation	Effectiveness of Care	NCQA/CAHPS	X	X		
Getting Care Quickly Composite	Member Satisfaction	NCQA/CAHPS	X		X	
Getting Needed Care Composite	Member Satisfaction	NCQA/CAHPS	X		X	
HIV/AIDS Screening: Members at High Risk of HIV/AIDS	Prevention and Health Promotion	IMS Health			X	
How Well Doctors Communicate Composite	Member Satisfaction	NCQA/CAHPS	X		X	
Immunizations for Adolescents - Combination 1	Effectiveness of Care	NCQA/CAHPS		X		
Immunizations for Adolescents - Meningococcal	Effectiveness of Care	NCQA/CAHPS		X		
Immunizations for Adolescents - Tdap/Td	Effectiveness of Care	NCQA/CAHPS		X		
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Detail Table	Access and Availability of Care	NCQA/CAHPS				X
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Engagement (13-17 Yrs)	Access and Availability of Care	NCQA/CAHPS				X

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Engagement (18+ Yrs)	Access and Availability of Care	NCQA/CAHPS			X	
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Engagement Total	Access and Availability of Care	NCQA/CAHPS				X
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Initiation (13-17 Yrs)	Access and Availability of Care	NCQA/CAHPS				X
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Initiation (18+ Yrs)	Access and Availability of Care	NCQA/CAHPS			X	
Initiation & Engagement of Alcohol & Other Drug Dependence Treatment - Initiation Total	Access and Availability of Care	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Maternity ALOS	Use of Services	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Maternity Discharges/1000	Use of Services	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Total Inpatient ALOS	Use of Services	NCQA/CAHPS				X
Inpatient Utilization - GH/Acute Care - Total Inpatient Discharges/1000	Use of Services	NCQA/CAHPS				X
Medical Assistance with Smoking and Tobacco Use Cessation - Advising Smokers To Quit	Effectiveness of Care	NCQA/CAHPS	X		X	
Medical Assistance with Smoking and Tobacco Use Cessation - Discussing Cessation Medications	Effectiveness of Care	NCQA/CAHPS			X	
Medical Assistance with Smoking and Tobacco Use Cessation - Discussing Cessation Strategies	Effectiveness of Care	NCQA/CAHPS			X	
Medical Assistance with Smoking and Tobacco Use Cessation - Supplemental Data - % Current Smokers	Effectiveness of Care	NCQA/CAHPS			X	
Member BMI Average Value by Age Groups	Prevention and Health Promotion	NH DHHS				X
Member Satisfaction - About You - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Composite Scores - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - General - Detail Table	Member Satisfaction	NCQA/CAHPS		X	X	
Member Satisfaction - Getting Health Care from Specialists - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Your Health Care In the Last 6 Months - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Your Health Plan - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Member Satisfaction - Your Personal Doctor - Detail Table	Member Satisfaction	NCQA/CAHPS			X	
Mental Health Utilization - % Members Receiving MH Services - Detail Table	Use of Services	NCQA/CAHPS				X
Mental Health Utilization - % Members Receiving Services - Any	Use of Services	NCQA/CAHPS				X
Mental Health Utilization - % Members Receiving Services - Inpatient	Use of Services	NCQA/CAHPS				X
Mental Health Utilization - % Members Receiving Services - Intensive Outpatient and Partial Hospitalization	Use of Services	NCQA/CAHPS				X

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Mental Health Utilization - % Members Receiving Services - Outpatient and ED	Use of Services	NCQA/CAHPS				X
Otitis media with effusion (OME) – avoidance of inappropriate use of systemic antimicrobials in children – ages 2 through 12	Management of Acute Conditions	AMA		X		
Pediatric central-line associated blood stream infections – Neonatal Intensive Care Unit and Pediatric Intensive Care Unit	Management of Acute Conditions	CDC		X		
Percent of live births weighing less than 2,500 grams	Prevention and Health Promotion	CDC		X		
Plan All-Cause Readmissions	Use of Services	NCQA/CAHPS			X	
Prenatal and Postpartum Care - Postpartum Care	Access and Availability of Care	NCQA/CAHPS	X		X	
Prenatal and Postpartum Care - Timeliness of Prenatal Care	Access and Availability of Care	NCQA/CAHPS	X	X	X	
Rating of All Health Care (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of All Health Care (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Health Plan (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Health Plan (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Personal Doctor (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Personal Doctor (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Specialist Seen Most often (8+9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Rating of Specialist Seen Most often (9+10)	Member Satisfaction	NCQA/CAHPS	X		X	
Screening for Clinical Depression and Follow-Up Plan	Prevention and Health Promotion	CMS			X	
Shared Decision Making Composite	Member Satisfaction	NCQA/CAHPS			X	
Smoking Cessation Among Pregnant Women	Prevention and Health Promotion	NH DHHS				X
Survey Item: Did a doctor or other health provider talk with you about the pros and cons of each choice for your treatment or health care?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did the written materials or the Internet provide the information you needed about how your health plan works?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did you and a doctor or other health provider talk about specific things you could do to prevent illness?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your health plan's customer service give you the information or help you needed?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your health plan's customer service staff treat you with courtesy and respect?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor explain things in a way that was easy to understand?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor listen carefully to you?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor seem informed and up-to-date about the care you got from these doctors or other health providers?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often did your personal doctor show respect for what you had to say?	Member Satisfaction	NCQA/CAHPS			X	

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Survey Item: How often did your personal doctor spend enough time with you?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often was it easy to get appointments with specialists?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often was it easy to get the care, tests, or treatment you thought you needed through your health plan?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: How often were the forms from your health plan easy to fill out?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: In general, how would you rate your overall health?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: Not counting the times you needed care right away, how often did you get an appointment for your health care at a doctor's office or clinic as soon as you thought you needed?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: When there was more than one choice for your treatment or health care, did a doctor or other health provider ask which choice was best for you?	Member Satisfaction	NCQA/CAHPS			X	
Survey Item: When you needed care right away, how often did you get care as soon as you thought you needed?	Member Satisfaction	NCQA/CAHPS			X	
Use of Appropriate Medications for People with Asthma - Total	Effectiveness of Care	NCQA/CAHPS	X			
Use of Appropriate Medications for People with Asthma (12-50)	Effectiveness of Care	NCQA/CAHPS				X
Use of Appropriate Medications for People with Asthma (5-11)	Effectiveness of Care	NCQA/CAHPS				X
Use of Imaging Studies for Low Back Pain	Effectiveness of Care	NCQA/CAHPS	X			
Use of Spirometry Testing in the Assessment and Diagnosis of COPD	Effectiveness of Care	NCQA/CAHPS	X			
Weeks of Pregnancy at Time of Enrollment - Detail Table	Health Plan Descriptive Information	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - BMI percentile (12-17 years)	Effectiveness of Care	NCQA/CAHPS		X		
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - BMI percentile (3-11 years)	Effectiveness of Care	NCQA/CAHPS		X		
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - BMI percentile (Total)	Effectiveness of Care	NCQA/CAHPS		X		
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Nutrition (12-17 years)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Nutrition (3-11 years)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Nutrition (Total)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Physical Activity (12-17 years)	Effectiveness of Care	NCQA/CAHPS				X

Measure	Domain	Source	Current NCQA Medicaid Accreditation	Current CMS Child Quality	Current CMS Adult Quality	Additional State Required Measures
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Physical Activity (3-11 years)	Effectiveness of Care	NCQA/CAHPS				X
Weight Assessment and Counseling for Nutrition and Physical Activity for Children/Adolescents - Counseling for Physical Activity (Total)	Effectiveness of Care	NCQA/CAHPS				X
Well-Child Visits in the 3rd, 4th, 5th, and 6th Years of Life	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (0 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (1 visit)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (2 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (3 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (4 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (5 visits)	Use of Services	NCQA/CAHPS		X		
Well-Child Visits in the first 15 Months of Life (6 or more visits)	Use of Services	NCQA/CAHPS		X		

GRANITE CARE-MERIDIAN HEALTH PLAN OF NEW HAMPSHIRE, INC.

CONSENT RESOLUTION OF BOARD OF DIRECTORS

Certificate of Authority

The undersigned, being the Board of Directors of Granite Care-Meridian Health Plan of New Hampshire, Inc., a New Hampshire corporation (the "Company") do hereby consent to the following resolution:

WHEREAS, the Board of Directors desire to authorize Sean P. Cotton to enter into any and all agreements and execute any and all contracts, documents and instruments necessary to bind the Company with regard to a Medicaid Care Management Contract with the State of New Hampshire;

RESOLVED, Sean P. Cotton, hereby has the full authority to enter into any and all agreements and execute any and all contracts, documents and instruments necessary to bind the Company to a Medicaid Care Management Contract with the State of New Hampshire.

Executed by the undersigned as the Board of Directors of Granite Care-Meridian Health Plan of New Hampshire, Inc., a New Hampshire corporation on the dates indicated below.

[Signature Page Follows]

Name	Signature	Date of Execution
David B. Cotton, M.D.		3/20/12
Jon B. Cotton		3/20/12
Sean P. Cotton		3/20/12
Michael D. Cotton		3/20/12
Thomas L. Lauzon		3-20-12

State of Michigan)
) ss:
County of Wayne)

Subscribed and sworn to before me by the Board of Directors of Granite Care – Meridian Health Plan of New Hampshire, Inc., this 20th day of March, 2012.

Signature Tracy Novak

Printed name Tracy Novak

Notary public, State of Michigan, County of Wayne.
My commission expires August 6, 2012

TRACY NOVAK
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Aug 6, 2018
ACTING IN COUNTY OF Wayne

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 Granite Care-Meridian Health Plan of New Hampshire, Inc. is a New Hampshire corporation registered on November 3, 2011. I further certify that articles of dissolution have not been filed with this office.

INFORMATION REGARDING ANNUAL REPORTS AND/OR FEES MUST BE OBTAINED FROM THE NEW HAMPSHIRE INSURANCE DEPARTMENT.

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 March A.D. 2012

William M. Gardner
Secretary of State

THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT

License No: 103754

Presents that GRANITE CARE-MERIDIAN HEALTH PLAN OF NEW HAMPSHIRE, INC.

is hereby authorized to transact HMO **lines of Insurance**

in accordance with NH RSA 420-B

Exclusions:

Effective Date: 03/20/2012

Expiration Date: 06/14/2012

THE STATE OF NEW HAMPSHIRE · INSURANCE DEPARTMENT ·

Commissioner of Insurance

© GOES 748

LITHO IN U.S.A.

CAIDA-1 OP ID: 5W

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/12

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
Hylant Group Inc - Detroit
2401 W Big Beaver, Suite 400
Troy, MI 48084
David K. FitzSimons, Jr.
248-643-8750
248-643-8753

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins Co	030104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Granite Care - Meridian Health Plan of New Hampshire, Inc.
777 Woodward, Suite 600
Detroit, MI 48226

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			54UUNKD4208	01/01/12	01/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2012

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.

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PRODUCER MARSH USA INC. 600 RENAISSANCE CENTER, SUITE 2100 DETROIT, MI 48243 Attn: detroit.certrequest@marsh.com 421998–WC-12-13	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Granite Care – Meridian Health Plan of New Hampshire, Inc. 1155 Elm Street Manchester, NH 03101	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Accident Fund Insurance Company Of America — 10166 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-004400134-01 **REVISION NUMBER:** 6

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	
	GENERAL LIABILITY							
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WCV 8008025	01/01/2012	01/01/2013	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N						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

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

CERTIFICATE HOLDER

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

CANCELLATION

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AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee — Manashi Mukherjee

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

S. William Rogers
Commissioner

March 21, 2012

Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Health and Human Service' request to enter into three contracts as described below and referenced as DoIT No. 2012-074.

> To enter into three separate contracts with Granite State Health Plan, Inc. of St Louis, Mo, Boston Medical Center Health Plan, Inc. of Boston, MA, and Granite Care – Meridian Health Plan of New Hampshire of Detroit, MI. The purpose of these contracts is to provide improved and cost efficient medical and long-term care services to New Hampshire Medicaid clients thorough the implementation of a Managed Care Program. The term of each contract begins upon Governor and Executive Council approval and expires on June 30, 2015.

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

Sincerely,

S. William Rogers

SWR/ltm
2012-074

cc: Leslie Mason, DoIT
Walter Faasen, DHHS