MJT
25

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 30, 2014

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

50.5% Federal funds
49.5% General funds

REQUESTED ACTION

Authorize the Department of Health & Human Services to amend existing individual agreements with the Managed Care Organizations listed below to provide Medicaid Managed Care medical and long-term care services to Medicaid clients by adjusting rates to reflect the annual actuarially certified rate structure, effective December 1, 2013, through June 30, 2014. These are zero cost amendments, specific to the rate structure update for SFY14 and do not have an impact on the contract period.

- Granite State Health Plan, d/b/a New Hampshire Healthy Families, 264 South River Road, Bedford, NH 03110
- Boston Medical Center HealthNet Plan, d/b/a Well Sense Health Plan, 2 Copley Place, Suite 600, Boston, MA 02116
- Granite Care – Meridian Health Plan of New Hampshire, d/b/a Meridian Health Plan of New Hampshire, 900 Elm Street, Manchester, NH 03101

Funds for the services are anticipated to be available in the following account:

Fund Name and Account Number	SFY13	SFY14	SFY15	Total
Medicaid Care Management: 010-047-79480000-102	$0.00	$239,636,311.00	$945,000,000.00	$1,184,636.31
Total	**$0.00**	**$239,636,311.00**	**$945,000,000.00**	**$1,184,636.31**

EXPLANATION

The purpose of this amendment with the three Managed Care Organizations is to adjust the payments rates to incorporate changes that have occurred in the Medicaid program since the current rates were set in July 2013. The original contract envisioned $900,000,000 for SFY 2014. However, due to a delayed start, the price limitation is adjusted to $239,636,311 to represent the partial year of SFY14, December 1, 2013 through June 30, 2014, and does not include the contract amount for SFY15. The Department is planning to bring a new amendment for G&C approval for SFY15.

These amendments reflect an adjustment to the per member per month rates paid to the managed care organizations to incorporate additional capacity and rate increase for designated receiving facility beds (involuntary psychiatric treatment beds located in private hospitals) in the State, update to DRG and FQHC rates, as well as an adjustment to reflect the start date of Care Management as December 1, 2013. The original agreements approved by Governor and Executive Council on May 9, 2012 allow for such amendments.
These original agreements were competitively bid.

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.

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: Timeliness of Prenatal Care, Follow-Up After Hospitalization for Mental Illness, Parental Satisfaction With Children Getting Appointments for Care and Satisfaction with Getting Appointments for Care; 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 2014: 50.5% Federal Funds and 49.5% General Funds; and
State Fiscal Year 2015: 50.2% Federal Funds, 37.7% General Funds and 12.1% 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,

Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:
Nicholas A. Toumpas
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Medicaid Care Management Contract

This second Amendment to the Medicaid Care Management contract (hereinafter referred to as "Amendment #2") dated this January 22nd day of 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite State Health Plan, Inc. (hereinafter referred to as "the Contractor"), a New Hampshire Corporation with a place of business at 2 Executive Park Drive, Bedford, NH 03110.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 9th, 2012, and amended by an agreement (Amendment #1 to the Contract) approved by the Governor and Executive Council on June 19th, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, the actual start date of Care Management was December 1, 2013, the reimbursement rate for FQHC's in the Medicaid program was increased, a DRG update was required and DRF changes in the Medicaid program resulted in changes to the payment schedules of the contract; and

WHEREAS, the implementation of the ACA required certain changes to the payment schedules of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the Agreement may be amended by the parties after approval by the Governor and Executive Council;

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

Amendment and modification of P-37 "Agreement";
1) **Change** Price Limitation in Block 1.8 of the P-37 to read $ 239,636,311.00

Delete Exhibit B amendment #1.
Replace with attached Exhibit B Amendment #2.

New Hampshire Department of Health and Human Services
Amendment #2 to the Medicaid Care Management Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/29/14
Date

Marilee Nihan
Deputy Commissioner
for Kathleen A. Dunn
Associate Commissioner and Medicaid Director

Granite State Health Plan, Inc.

1/24/14
Date

Name: Jay Gonzalez
Title: President & CEO

Acknowledgement:
State of Missouri, County of St. Louis on January 24, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Rosemarie Bayes
Name and Title of Notary or Justice of the Peace

ROSEMARIE BAYES
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 3, 2016
Commission # 12567879

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

OFFICE OF THE ATTORNEY GENERAL

1-30-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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:

SFY14 - DECEMBER 1, 2013 – JUNE 30, 2014
Capitation Payment

Eligibility Category	Capitation Rates
Low Income Children and Adults -Age 2-11 Months	$ 214.94
Low Income Children and Adults -Age 1-5 Years	$ 114.91
Low Income Children and Adults -Age 6-13 Years	$ 163.46
Low Income Children and Adults -Female Age 14-18 Years	$ 212.22
Low Income Children and Adults -Male Age 14-18 Years	$ 186.77
Low Income Children and Adults -Female Age 19-44 Years	$ 399.39
Low Income Children and Adults -Male Age 19-44 Years	$ 312.21
Low Income Children and Adults -Age 45+ Years	$ 545.33
Foster Care / Adoption	$ 459.20
Breast and Cervical Cancer Program	$ 1,460.29
Severely Disabled Children	$ 1,335.51
Disabled Adults -Female Age 19-44 Years, Medicaid Only	$ 943.53
Disabled Adults -Male Age 19-44 Years, Medicaid Only	$ 873.49
Disabled Adults -Age 45+ Years, Medicaid Only	$ 1,195.06
Old Age Assistance Program -Medicaid Only – Non-Nursing Home Residents	$ 823.92
Nursing Home Residents -Medicaid Only	$ 1,337.42
Nursing Home Residents -Dual Eligibles	$ 82.66
Dual Eligibles -Age 0-44	$ 424.65
Dual Eligibles -Age 45-64	$ 505.35
Dual Eligibles -Age 65+	$ 273.71
Newborn Kick Payment	$ 2,935.18
Maternity Kick Payment	$ 3,013.31

Supplemental Behavioral Health Rate Cell	**Supplemental Rate**
Severe/Persistent Mental Illness: Low Income Children and Adults & Foster Care	$ 1,516.07
Severe/Persistent Mental Illness: All Other	$ 1,035.74
Severe Mental Illness: Low Income Children and Adults & Foster Care	$ 949.27
Severe Mental Illness: All Other	$ 567.36
Low Utilizer	$ 468.02
Serious Emotionally Disturbed Child: TANF and Foster Care	$ 783.04
Serious Emotionally Disturbed Child: All Other	$ 1,074.86

Price Limitation. This Agreement is one of multiple contracts that will serve the New Hampshire Medicaid Care Management Program. The estimated member months, for State Fiscal Year 2014, to be served among all contracts is 772,682. Accordingly, the price limitation for SFY14 among all contracts, for State Fiscal Year 2014, based on the projected members per month is $239,636,311.

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

CERTIFICATE OF AUTHORITY

I, Keith H. Williamson, hereby certify that I am Secretary of the 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 Jay M. Gonzalez, President & CEO of the Corporation, is authorized to sign on behalf of the Corporation any and all agreements and execute any and all contracts, documents and instruments necessary to bind the Corporation.

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 Secretary of the Corporation on this 27th day of January, 2014.

Keith H. Williamson, Secretary

State of Missouri

County of St. Louis

On this 27th day of January, 2014, before me, Rosemarie Bayes, the undersigned Notary Public, personally appeared Keith H. Williamson, personally known to me, to be the person whose name is subscribed to within the instrument, and acknowledged to me that he executed the same for the purposes therein stated.

ROSEMARIE BAYES
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 3, 2016
Commission # 12567879

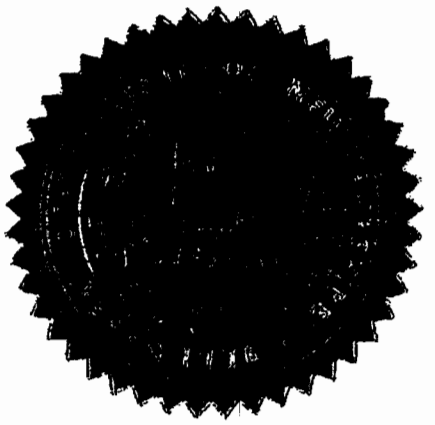
Signature of Notary Public

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify 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 11th day of June, A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/05/2013

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
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.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Zurich Ins Co	40142
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Granite State Health Plan
c/o Centene Corporation
7700 Forsyth Blvd.
Suite 600
St. Louis MO 63105 USA

COVERAGES **CERTIFICATE NUMBER:** 570051900090 **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	
A	GENERAL LIABILITY			GLA 9826749-02	11/01/2013	11/01/2014	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: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	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 ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC647833300	11/01/2013	11/01/2014	X WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							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

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.

Holder Identifier :

Certificate No : 570051900090

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State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Medicaid Care Management Contract

This second Amendment to the Medicaid Care Management contract (hereinafter referred to as "Amendment #2") dated this January 22nd day of 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Boston Medical Center Health Plan, Inc. (hereinafter referred to as "the Contractor"), a Massachusetts nonprofit corporation with a place of business at 2 Copley Place, Suite 600, Boston, MA 02116.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 9th, 2012, and amended by an agreement (Amendment #1 to the Contract) approved by the Governor and Executive Council on June 19th, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, the actual start date of Care Management was December 1, 2013, the reimbursement rate for FQHC's in the Medicaid program was increased, a DRG update was required and DRF changes in the Medicaid program resulted in changes to the payment schedules of the contract; and

WHEREAS, the implementation of the ACA required certain changes to the payment schedules of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the Agreement may be amended by the parties after approval by the Governor and Executive Council;

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

Amendment and modification of P-37 "Agreement";
1) **Change** Price Limitation in Block 1.8 of the P-37 to read $ 239,636,311.00

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Replace with attached Exhibit B Amendment #2.

New Hampshire Department of Health and Human Services
Amendment #2 to the Medicaid Care Management Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/29/14
Date

Marilee Nihan
Deputy Commissioner
for Kathleen A. Dunn
Associate Commissioner and Medicaid Director

Boston Medical Center Health Plan, Inc.

1/23/14
Date

Name: Scott F. O'Gorman
Title: President

Acknowledgement:
State of Massachusetts, County of Suffolk on January 23, 2014 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Kim M Graham
Name and Title of Notary or Justice of the Peace

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

OFFICE OF THE ATTORNEY GENERAL

1-30-14
Date

Name: Rosemary Wiart
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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:

SFY14 - DECEMBER 1, 2013 – JUNE 30, 2014
Capitation Payment

Eligibility Category	Capitation Rates
Low Income Children and Adults -Age 2-11 Months	$ 214.94
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Nursing Home Residents -Medicaid Only	$ 1,337.42
Nursing Home Residents -Dual Eligibles	$ 82.66
Dual Eligibles -Age 0-44	$ 424.65
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Dual Eligibles -Age 65+	$ 273.71
Newborn Kick Payment	$ 2,935.18
Maternity Kick Payment	$ 3,013.31

Supplemental Behavioral Health Rate Cell	**Supplemental Rate**
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Severe/Persistent Mental Illness: All Other	$ 1,035.74
Severe Mental Illness: Low Income Children and Adults & Foster Care	$ 949.27
Severe Mental Illness: All Other	$ 567.36
Low Utilizer	$ 468.02
Serious Emotionally Disturbed Child: TANF and Foster Care	$ 783.04
Serious Emotionally Disturbed Child: All Other	$ 1,074.86

Price Limitation. This Agreement is one of multiple contracts that will serve the New Hampshire Medicaid Care Management Program. The estimated member months, for State Fiscal Year 2014, to be served among all contracts is 772,682. Accordingly, the price limitation for SFY14 among all contracts, for State Fiscal Year 2014, based on the projected members per month is $239,636,311.

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

Clerk's Certificate of Vote

I, Susan M. Coakley, the duly and qualified Clerk of Boston Medical Center Health Plan, Inc. (BMCHP), 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 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.

I further certify that the following vote was approved by the Finance Committee of the BMCHP Board of Trustees on March 9, 2012:

VOTED: That BMCHP is hereby authorized to enter into a three-year Medicaid care management contract with the New Hampshire Department of Health and Human Services with coverage effective July 1, 2011 [sic], subject to satisfactory negotiation of final contract terms.

IN WITNESS WHEREOF, I have hereunto set my hand on this 23rd day of January 2014.

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 HealthNet Plan is a New Hampshire trade name registered on July 24, 2012 and that Boston Medical Center Health Plan, Inc. presently own(s) this trade name. 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 10th day of June, A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF INSURANCE

DATE: 6/13/2013

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-13	06/30/2013	06/30/2014	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®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/13/2013

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
Bostonian Group Insurance Agency, Inc.
500 Boylston Street
Suite 300
Boston MA 02116

CONTACT NAME: Nariann Lyons
PHONE (A/C, No, Ext): (617)587-2399 FAX (A/C, No): (617)236-0011
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty &Hartford Ind	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Boston Medical Center Health Plan Inc
Two Copley Place Suite 600
Boston MA 02116

COVERAGES CERTIFICATE NUMBER: CL1361301238 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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						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						X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		08WEEH9897	5/30/2013	5/30/2014	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of 2013 Workers' Compensation Coverage.
States Included: Massachusetts, New Hampshire

CERTIFICATE HOLDER

Insured Copy

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
Holley Gardiner
Holley Gardiner/LYONS

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ACORD® EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 10/24/2013

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS: PHONE (A/C, No, Ext): 877-945-7378

Willis of Massachusetts, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

FAX (A/C, No): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com

CODE: SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY NAME AND ADDRESS: Vigilant Insurance Company
One Financial Center
Boston, MA 02110

NAIC NO: 20397-001

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE: Commercial Property

NAMED INSURED AND ADDRESS
Boston Medical Center
d/b/a Boston Medical Center HealthNet Plan
2 Copley Place
Boston, MA 02116

LOAN NUMBER:

POLICY NUMBER: 35808431

EFFECTIVE DATE: 10/01/2013 EXPIRATION DATE: 10/01/2014 [ ] CONTINUED UNTIL TERMINATED IF CHECKED

ADDITIONAL NAMED INSURED(S):

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) [x] BUILDING OR [x] BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION PERILS INSURED [ ] BASIC [ ] BROAD [x] SPECIAL [ ]

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ See Remarks DED: -

	YES	NO	N/A		
[x] BUSINESS INCOME [ ] RENTAL VALUE	x			If YES, LIMIT: -	[x] Actual Loss Sustained; # of months: 12
BLANKET COVERAGE	x			If YES, indicate value(s) reported on property identified above: $See Remarks	
TERRORISM COVERAGE	x			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	x				
IS DOMESTIC TERRORISM EXCLUDED?		x			
LIMITED FUNGUS COVERAGE	x			If YES, LIMIT: -	DED: -
FUNGUS EXCLUSION (If "YES", specify organization's form used)		x			
REPLACEMENT COST	x				
AGREED VALUE	x				
COINSURANCE		x		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	x			If YES, LIMIT: included	DED: -
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	x			If YES, LIMIT: included	DED: -
- Demolition Costs	x			If YES, LIMIT: included	DED: -
- Incr. Cost of Construction	x			If YES, LIMIT: included	DED: -
EARTH MOVEMENT (If Applicable)	x			If YES, LIMIT: included	DED: -
FLOOD (If Applicable)	x			If YES, LIMIT: included	DED: -
WIND / HAIL (If Subject to Different Provisions)	x			If YES, LIMIT: included	DED: -
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			x		

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.

ADDITIONAL INTEREST

[ ] MORTGAGEE [ ] CONTRACT OF SALE
[ ] LENDERS LOSS PAYABLE

NAME AND ADDRESS

Department of Health and Human Services
State of New Hampshire
Attn: Nicholas A. Toumpas, Commissioner
129 Pleasant Street
Concord, NH 03301

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

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State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Medicaid Care Management Contract

This second Amendment to the Medicaid Care Management contract (hereinafter referred to as "Amendment #2") dated this January 22nd day of 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite Care - Meridian Health Plan of New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a New Hampshire Corporation with a place of business at 900 Elm Street, Manchester, NH.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 9th, 2012, and amended by an agreement (Amendment #1 to the Contract) approved by the Governor and Executive Council on June 19th, 2013, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, the actual start date of Care Management was December 1, 2013, the reimbursement rate for FQHC's in the Medicaid program was increased, a DRG update was required and DRF changes in the Medicaid program resulted in changes to the payment schedules of the contract; and

WHEREAS, the implementation of the ACA required certain changes to the payment schedules of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the Agreement may be amended by the parties after approval by the Governor and Executive Council;

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

Amendment and modification of P-37 "Agreement";
1) **Change** Price Limitation in Block 1.8 of the P-37 to read $ 239,636,311.00

Delete Exhibit B amendment #1.
Replace with attached Exhibit B Amendment #2.

New Hampshire Department of Health and Human Services
Amendment #2 to the Medicaid Care Management Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/29/14
Date

Marilee Nihan
Deputy Commissioner
for Kathleen A. Dunn
Associate Commissioner and Medicaid Director

Granite Care - Meridian Health Plan of New Hampshire, Inc.

1/23/14
Date

Name: SEAN P. COTTON
Title: SECRETARY

Acknowledgement:
State of Michigan County of Wayne on 1/23/14, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Sara Terrio, Notary Public
Name and Title of Notary or Justice of the Peace

SARA TERRIO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jan 1, 2017
ACTING IN COUNTY OF Wayne

New Hampshire Department of Health and Human Services
Amendment #2 to the Medicaid Care Management Contract

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

OFFICE OF THE ATTORNEY GENERAL

1-30-14
Date

Name: Rosemary Wiant
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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:

SFY14 - DECEMBER 1, 2013 – JUNE 30, 2014
Capitation Payment

Eligibility Category	Capitation Rates
Low Income Children and Adults -Age 2-11 Months	$ 214.94
Low Income Children and Adults -Age 1-5 Years	$ 114.91
Low Income Children and Adults -Age 6-13 Years	$ 163.46
Low Income Children and Adults -Female Age 14-18 Years	$ 212.22
Low Income Children and Adults -Male Age 14-18 Years	$ 186.77
Low Income Children and Adults -Female Age 19-44 Years	$ 399.39
Low Income Children and Adults -Male Age 19-44 Years	$ 312.21
Low Income Children and Adults -Age 45+ Years	$ 545.33
Foster Care / Adoption	$ 459.20
Breast and Cervical Cancer Program	$ 1,460.29
Severely Disabled Children	$ 1,335.51
Disabled Adults -Female Age 19-44 Years, Medicaid Only	$ 943.53
Disabled Adults -Male Age 19-44 Years, Medicaid Only	$ 873.49
Disabled Adults -Age 45+ Years, Medicaid Only	$ 1,195.06
Old Age Assistance Program -Medicaid Only – Non-Nursing Home Residents	$ 823.92
Nursing Home Residents -Medicaid Only	$ 1,337.42
Nursing Home Residents -Dual Eligibles	$ 82.66
Dual Eligibles -Age 0-44	$ 424.65
Dual Eligibles -Age 45-64	$ 505.35
Dual Eligibles -Age 65+	$ 273.71
Newborn Kick Payment	$ 2,935.18
Maternity Kick Payment	$ 3,013.31

Supplemental Behavioral Health Rate Cell	**Supplemental Rate**
Severe/Persistent Mental Illness: Low Income Children and Adults & Foster Care	$ 1,516.07
Severe/Persistent Mental Illness: All Other	$ 1,035.74
Severe Mental Illness: Low Income Children and Adults & Foster Care	$ 949.27
Severe Mental Illness: All Other	$ 567.36
Low Utilizer	$ 468.02
Serious Emotionally Disturbed Child: TANF and Foster Care	$ 783.04
Serious Emotionally Disturbed Child: All Other	$ 1,074.86

Price Limitation. This Agreement is one of multiple contracts that will serve the New Hampshire Medicaid Care Management Program. The estimated member months, for State Fiscal Year 2014, to be served among all contracts is 772,682. Accordingly, the price limitation for SFY14 among all contracts, for State Fiscal Year 2014, based on the projected members per month is $239,636,311.

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

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

GRANITE CARE-MERIDIAN HEALTH PLAN OF NEW HAMPSHIRE, INC.

ATTESTATION

I, David B. Cotton, M.D., attest that I am Chairman of the Board of Directors of Granite Care-Meridian Health Plan of New Hampshire, Inc., a New Hampshire corporation and Health Maintenance Organization.

I further attest that to date, the Consent Resolution of the Board of Directors – Certificate of Authority, executed on March 20, 2012 has not been revoked and shall continue in full force and effect until such time as it may be revoked by the Board of Directors.

I further attest that Sean P. Cotton has the authority of the Board of Directors to execute Amendment #2 to the Medicaid Care Management Contract.

Executed by the undersigned chairman of the Board of Directors of Granite Care-Meridian Health Plan of New Hampshire, Inc., a New Hampshire corporation and Health Maintenance Organization.

David B. Cotton, M.D.
Chairman of the Board of Directors

State of Michigan)
) ss:
County of Wayne)

Subscribed and sworn before me by David B. Cotton, M.D., on this 23 day of January, 2014.

Signature Sara Terrio
Printed name Sara Terrio

Notary Public, State of Michigan, County of Wayne
My Commission expires 1/1/17

SARA TERRIO
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jan 1, 2017
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 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 10th day of June, A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2014

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

CONTACT NAME: Dale Delmotte
PHONE (A/C, No, Ext): 248-822-2247 FAX (A/C, No): 248-643-8753
E-MAIL ADDRESS: dale.delmotte@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Accident and Indemnity Com	22357
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED CAIDENT-01
Granite Care- Meridian Health Plan
of New Hampshire, Inc.
777 Woodward, Suite 600
Detroit MI 48226

COVERAGES **CERTIFICATE NUMBER:** 226270720 **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**			35UUNKW2929	1/1/2014	1/1/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	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**		N	35WEBU0172	1/1/2014	1/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					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)

Hartford Workers Compensation Issuing Companies by State:
IL & NH; Hartford Accident and Indemnity Company #22357
IA; Sentinel Insurance Company #11000
MA; Twin City Fire Insurance Company #29459
MI; Trumbull Insurance Company #27120

CERTIFICATE HOLDER

Department of Heath and Human Services
129 Pleasant St.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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9+C 6/19/2013
67A

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

June 12, 2013

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health & Human Services to amend existing individual agreements with the Managed Care Organizations listed below to provide Medicaid Managed Care medical and long-term care services to Medicaid clients by adjusting rates to reflect the annual actuarially certified rate structure, effective July 1, 2013, through June 30, 2014. These are zero cost amendments.

- Granite State Health Plan, d/b/a New Hampshire Healthy Families, 264 South River Road, Bedford, NH 03110
- Boston Medical Center HealthNet Plan, d/b/a Well Sense Health Plan, 2 Copley Place, Suite 600, Boston, MA 02116
- Granite Care - Meridian Health Plan of New Hampshire, 900 Elm Street, Manchester, NH 03101

EXPLANATION

The purpose of these amendments is to amend the existing agreements with the three Managed Care Organizations specifically as they relate the Centers of Medicare and Medicaid Services requirement that rates be updated annually and subject to actuarial certification. The original agreements approved by Governor and Executive Council on May 9, 2012 allow for such amendments. The original agreements were competitively bid.

These amendments reflect updated and adjusted rate information for SFY 2014 for services provided under the agreements, clarifications and adjustments to Exhibit A, and an updated Exhibit O.

The new rate structure provides supplemental capitation payment rates for Behavioral Health Services, reflecting the cost above the base rates for all covered services (not only for enhanced behavioral health services), including hospital inpatient, hospital outpatient, professional, pharmacy, and other covered services. The SFY2014 update also allows for improved reimbursement to the providers by the MCOs. The updated rate information used within the amendments was derived using the professional assistance of an actuarial firm to analyze cost details and verify actuarial certification, just as it had been done prior to the approval of the original agreements. Subsequent

to Governor and Council approval, implementation of the amended agreements is contingent upon approval by Centers for Medicare & Medicaid Services.

Changes to Exhibits A and O coordinate performance and quality measures in the agreement with the goals and requirements of the NH Quality Strategy.
Components of the Quality Strategy in Exhibit A include:

Performance Measures such as:

- 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:

- Timeliness of Prenatal Care,
- Follow-Up After Hospitalization for Mental Illness,
- Parental Satisfaction With Children Getting Appointments for Care and
- Satisfaction with Getting Appointments for Care; and

Claims Payment and Processing Accuracy.

Exhibit O indicates the Quality and Oversight measures/measure sets, logs and narrative reports the MCOs must provide to the Department.

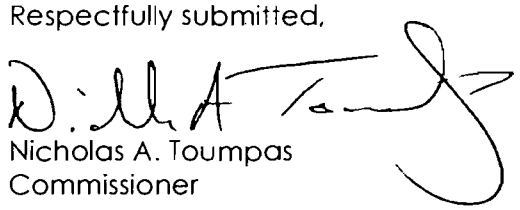
Area served: Statewide.

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

State Fiscal Year 2014: 50.5% Federal Funds and 49.5% General Funds; and
State Fiscal Year 2015: 50.2% Federal Funds, 37.7% General Funds and 12.1% 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

Managed Care State Fiscal Year JULY 1, 2013 – JUNE 30, 2014
Capitation Payment Rate Structure

Eligibility Category	Capitation Rates
Low Income Children and Adults -Age 2-11 Months	$ 213.18
Low Income Children and Adults -Age 1-5 Years	$ 103.75
Low Income Children and Adults -Age 6-13 Years	$ 112.09
Low Income Children and Adults -Female Age 14-18 Years	$ 156.92
Low Income Children and Adults -Male Age 14-18 Years	$ 140.40
Low Income Children and Adults -Female Age 19-44 Years	$ 365.52
Low Income Children and Adults -Male Age 19-44 Years	$ 288.85
Low Income Children and Adults -Age 45+ Years	$ 505.95
Foster Care / Adoption	$ 322.39
Breast and Cervical Cancer Program	$ 1,443.22
Severely Disabled Children	$ 1,157.63
Disabled Adults -Female Age 19-44 Years, Medicaid Only	$ 761.28
Disabled Adults -Male Age 19-44 Years, Medicaid Only	$ 721.52
Disabled Adults -Age 45+ Years, Medicaid Only	$ 1,048.15
Old Age Assistance Program -Medicaid Only – Non-Nursing Home Residents	$ 761.68
Nursing Home Residents -Medicaid Only	$ 1,318.59
Nursing Home Residents -Dual Eligibles	$ 79.93
Dual Eligibles -Age 0-44	$ 249.41
Dual Eligibles -Age 45-64	$ 306.33
Dual Eligibles -Age 65+	$ 212.55
Newborn Kick Payment	$ 2,847.86
Maternity Kick Payment	$ 3,094.77

Supplemental Behavioral Health Rate Cell	Supplemental Rate
Severe/Persistent Mental Illness: Low Income Children and Adults & Foster Care	$ 1,518.59
Severe/Persistent Mental Illness: All Other	$ 1,047.13
Severe Mental Illness: Low Income Children and Adults & Foster Care	$ 950.70
Severe Mental Illness: All Other	$ 573.17
Low Utilizer	$ 470.66
Serious Emotionally Disturbed Child: TANF and Foster Care	$ 785.06
Serious Emotionally Disturbed Child: All Other	$ 1,071.72

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

Tabled

March 21, 2012

APPROVED BY _____
DATE 3/28/12 4/18/12
PAGE 7 5/9/12
ITEM # 54A

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 05-95-95-956010-61470000-101-500729	$381,923,030	$401,000,000	$421,000,000	$1,203,923,030
HHS: Developmental Serv-Div of Developmental Svcs, Developmental Services 05-95-93-930010-71000000-101-500729 Or To Be Determined	$0.00	$238,000,000	$250,000,000	$488,000,000
HHS: Elderly-Adult Services, Nursing Services County Participation 05-95-48-480015-59420000-101-500729 Or To Be Determined	$0.00	$261,000,000	$274,000,000	$535,000,000
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

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 3214-725-4477 / 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	1.12 Name and Title of Contractor Signatory Keith Williamson, 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

[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	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:

Print Form

Subject: New Hampshire Medicaid Care Management Services

FORM NUMBER P-37 (version 1/09)

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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:

Subject: New Hampshire Medicaid Care Management Services

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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 05-95-95-956010-61470000-5	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

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: