



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

Approved
 7/11/12 GJC
 Item 31A

Nicholas A. Toumpas
 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

Kathleen A. Dunn
 Director

June 27, 2012

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

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy to enter into an agreement with MAXIMUS Health Services, Inc., 1891 Metro Center Drive, Reston, VA (Vendor #TBD) to operate a Temporary Enrollment Call Center supporting the Care Management Program in an amount not to exceed \$250,000.00, effective July 11, 2012 or date of Governor and Executive Council approval, whichever is later, through June 30, 2013. Funds to support this request are available in the following account in State Fiscal Year 2013:

**05-95-956010-6138 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
 HHS: COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, SCHIP**

SFY	Class/Object	Class Title	Activity Number	Budget
2013	102-500731	Contracts for Program Services	95600021	\$250,000.00
			Total:	\$250,000.00

EXPLANATION

In response to the impact of increasing Medicaid expenditures on New Hampshire's State budget, New Hampshire Governor John Lynch and the New Hampshire General Court enacted a new law (Chapter 125, Laws of New Hampshire 2011) that directed the Department to employ a managed care model for administering the Medicaid program. The Program will improve the value, quality and efficiency of services provided to Medicaid enrollees. It is anticipated that the New Hampshire Care Management Program will be operational on December 1, 2012.

Enrollment in the Care Management Program is planned to start on October 1, 2012. Beginning then, an estimated 120,000 current Medicaid eligible clients will enroll in the Care Management Program and have the opportunity to self-select one of three Managed Care Organizations that will provide their health care. Because of the large number of Medicaid clients that will be enrolled initially, the Department requires a vendor to temporarily operate a call center to:

- Provide information to clients about the enrollment process, provide support to clients in making a choice of health plan or choosing a health plan, and respond to questions regarding the differences between Medicaid Fee-for-Service and Care Management; and
- Process enrollment into one of the three Managed Care Organizations, using the State's software.

This contract was awarded to MAXIMUS Health Services, Inc. through a competitive bidding process. A Request For Proposals was published on the Department's website on June 1, 2012. Notifications were sent to all vendors registered with the Department of Administrative Services that offer similar services. Eleven proposals were submitted.

Of the 11 proposals that were submitted, 10 met the basic requirements of the Request for Proposals and were thoroughly reviewed by a multi-disciplinary Evaluation Committee comprised of experienced Department employees, a member of the Medicaid Medical Care Advisory Committee and a subject matter expert from the NH Department of Motor Vehicles. The bid summary is attached.

Members of the Evaluation Committee scored the proposals. The Committee then met on June 26, 2012, to thoroughly discuss the proposals and select a vendor. The proposals were scored based on vendor experience, proposed program, and cost. MAXIMUS Health Services, Inc. was selected because they received the highest average score; 86.3 points out of a possible 100. MAXIMUS provided a detailed plan that best addressed the requirements of the Request for Proposals. It is an organization that has provided call center services to Care Management Programs in 16 states. Services will be provided at the rate of \$.57 per minute for live calls. Although another vendor proposed to provide services at a lower per minute rate, the proposal achieved a lower average score; 60.25. The Committee considered the lower cost proposal and determined the vendor did not have the experience and capacity to administer the deliverables required in this contract.

The Department is proposing the agreement with MAXIMUS Health Service, Inc. because their proposal scored the highest of any proposal that was submitted for this service and their costs for providing the service are competitive. The proposed agreement is based on a cost per minute rate of \$.57, where the vendor will only bill for time spent on live calls handled by the Call Center. Since Care Management is a new program, utilization of the Call Center by Medicaid clients is unknown. The number of clients who will seek Call Center assistance, the volume of calls and the duration of calls can only be estimated. By contracting for a cost per minute rate the Department is at less risk than agreeing to a fixed price contract, which would expose the Department to financial loss if the Call Center was underutilized.

Should Governor and Executive Council not approve this contract, the start date for Care Management Program enrollment, as well as the Program in its entirety, will be delayed. This would result in considerable disruption for Medicaid clients and providers who have already been notified of implementation dates for the Program. A delay in beginning the Program will result in greater expenditures for Medicaid services than anticipated in the current Department budget because cost-savings associated with the Care Management Program will not be achieved as of the planned start date of December 1, 2012.

This contract and the vendor's performance will be evaluated by the Office of Medicaid Business and Policy. Primarily, evaluation of the vendor's performance will be based on the following performance measures:

- Weekly Call Blockage Rate;
- Weekly Call Abandoned Call Rate;

- Weekly Average Speed of Answer;
- Weekly Longest Delay;
- Weekly Call Resolution Rate;
- Weekly First Call Resolution Rate;
- Weekly Transfer Rate to Medicaid Client Services;
- Weekly Average Call Time;
- Customer Satisfaction; and
- Weekly Direct Staff Rate. Defined as the weekly percentage of staff that are assigned to only answer calls for this contract.

Performance that does not meet agreed to standards may result in financial penalty, as described and authorized by the agreement.

Source of Funds: 50% Federal Department of Health and Human Services, Center for Medicare and Medicaid Services; 50% General Funds.

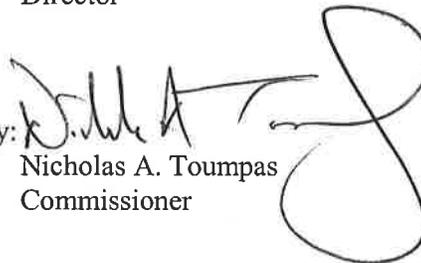
Area Served: Statewide.

Respectfully submitted,



Kathleen A. Dunn, MPH
Director

Approved By:



Nicholas A. Toumpas
Commissioner

Final Evaluation Sheet

	Public Consulting Group, Inc. 148 State Street, Boston, MA	Fanueil 2 Eaton Street, Hampton, VA	eCallogy, LLC 1725 East 1450 South, Suite 330; Clearfield, UT	Call Logix 8 Commerce Drive, Bedford, NH;	ICF Incorporated LLC – 126 College Street, Burlington, VT
Organizational Assessment	9.25	15	13	10	9.5
Imp. & Operational Plan	20	23	19.5	14	15
Performance Measures	25.5	20.5	22	9.5	16.5
Costs	3.06	14.66	14.2	13.76	19.18
Total	57.81	73.16	68.7	47.26	60.18

	Coordinated Transportation Solutions, LLC 200 Main Street Ansonia, CT	Advanced Call Center Technologies 1235 Westlakes Dr. Berwyn, PA;	Automated Health Systems 300 Arcadia Court, Pittsburgh, PA;	USA 800, Inc. 9808 Est 66th Terrace, Kansas City, MO	MAXIMUS Health Services, Inc. 1891 Metro Center Drive, Reston, VA
Organizational Assessment	4.75	10.5	15	13	15.0
Imp. & Operational Plan	13	15.5	25	20	23.5
Performance Measures	12.5	25	23.5	17.5	28.0
Costs	30	16.24	7.98	15.28	19.8
Total	60.25	67.24	71.48	65.78	86.3

Evaluation Team

Department of Health and Human Services

Mary Ann Cooney – Deputy Commissioner

Lori Weaver – Administrator of the Bureau of Organizational Development and Training

Betsy Hippensteel – Administrator of Medicaid Client Services

Valerie Brown – Contract Administrator Office of Medicaid Business and Policy

Non-Department of Health and Human Services

Sarah Aiken – Co-chair of the Medical Care Advisory Council

Rick Bailey – Department of Safety Division of Motor Vehicles



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

July 2, 2012

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Maximus Health Services, Inc. (Maximus) of Reston, VA to operate a Temporary Enrollment Call Center as described below and referenced as DoIT No. 2012-158.

The purpose of this contract between the New Hampshire Department of Health and Human Services (DHHS) and Maximus is to provide call center services during the initial phase of the New Hampshire Care Management program to assist clients with program education and enrollment. The contract shall become effective upon Governor and Executive Council approval through June 30, 2013 and funding shall not exceed \$250,000.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Rogers".

S. William Rogers

SWR/ltn
2012-158

cc: Patrick McGowan, DHHS
Leslie Mason, DoIT

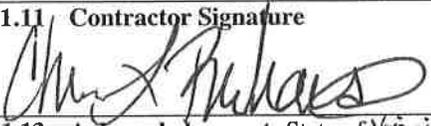
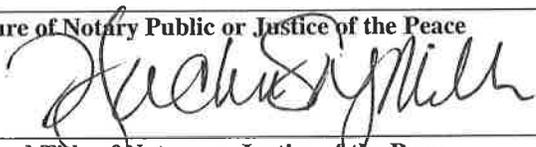
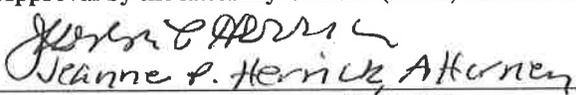
Subject: Temporary Call Center

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 Office of Medicaid Business and Policy		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name MAXIMUS Health Services, Inc.		1.4 Contractor Address 1891 Metro Center Drive Reston, VA 20190	
1.5 Contractor Phone Number 703-251-8254	1.6 Account Number 10-095-6138-102-500731	1.7 Completion Date 6/30/2013	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Betsy Hippensteel		1.10 State Agency Telephone Number (603) 271-4360	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christi Reinhardt, Senior Manager Contracts Administrator	
1.13 Acknowledgement: State of <u>Virginia</u> County of <u>Fairfax</u> On <u>29th June, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<div style="border: 1px solid black; padding: 5px; text-align: center;"> YUCHIN SONG MILLER NOTARY PUBLIC Commonwealth of Virginia Reg. #4108476 My Commission Expires May 31, 2013 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>YUCHIN SONG MILLER</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen Dunn, Director OMBP	
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:  <u>Jeanne P. Herrick Attorney</u> On: <u>3 July 2012</u>			
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.

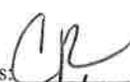
5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement 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: 
Date: 6/29/12

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 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.

**EXHIBIT A
SCOPE OF SERVICES**

DATE: July 2, 2012

CONTRACT: Temporary Call Center

CONTRACT PERIOD: July 11, 2012 – June 30, 2013
Or Date of Governor & Executive Council approval, whichever is later

CONTRACTOR NAME: MAXIMUS HEALTH SERVICES, Inc

ADDRESS 1891 Metro Center Drive,
Reston, VA 20190

TELEPHONE: 703-251-8254

REPRESENTATIVE Christi Reinhardt
TITLE Senior Manager Contracts Administrator

1. Provisions Applicable To All Services

The Contractor hereafter agrees:

- A. That, to the extent future legislative action by the NH General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated;
- B. Order of Precedence: In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
1. The State of New Hampshire Terms and Conditions, Form P-37 and Exhibits A-J;
 2. RFP#12-DHHS-CM-02 which is hereafter incorporated by reference; and
 3. The MAXIMUS Health Services, Inc Proposal, dated June 22, 2012 which is hereafter incorporated by reference;
- C. The Contractor shall provide all services outlined in the documents referenced in 1.B. above;
- D. Program Overview: The contractor will act as a call center during the initial enrollment period. The contractor shall have call center functions in operation on the call center

start date, which is estimated to be October 1, 2012. The Department reserves the right to change the call center start date based on the overall enrollment start date for Care Management. The Department will make efforts to provide reasonable notice to the contractor;

- E. Program Duration: It is estimated that the contractor will operate the call center from October 1, 2012 – December 31, 2012. If the estimated start date of the Care Management program is later than December 1, 2012, the start date of the call center will adjust to no fewer than 60 days prior to the start date of the Care Management Program; and
- F. The Department will assume the services provided by this contract on the estimated date of January 1, 2013. If call volume has not decreased, as determined by the Department, the contractor shall provide service for additional 30 calendar day increments as notified by the Department.

2. Roles and Responsibilities – The following shall not be interpreted as a comprehensive list, but to operate the call center, in general the:

A. Responsibilities of Contractor –

The Contractor shall be responsible for the activities necessary or required to fulfill its obligations under this Contract to support incoming call center telephone enrollment inquiries and processing. Which shall include, but are not limited to:

1. Location;
2. Staffing;
3. All Equipment (phones, computers, etc);
4. Systems other than New HEIGHTS to meet the requirements of the contract, including all reporting requirements;
5. Provide information to clients about the enrollment process, provide support to clients in making a choice of healthplan or choosing a healthplan, and respond to questions regarding the differences between Medicaid Fee-for-Service and Care Management; and
6. Process enrollment into one of the three Managed Care Programs, using the State's software;

Contractor Initials CR

Date 6/29/12

B. Responsibilities of the Department –

The Department shall continue to be responsible for:

1. Providing the contractor with:

- i. Access to the New HEIGHTS enrollment software module through a Citrix Environment (including licenses for Citrix);
- ii. Training based on the contractor's approved training planning;
- iii. The call center toll-free number;

2. Outreach and Education;

3. Eligibility determination/exemption and exclusions processing;

4. Dual eligibility enrollment processing;

5. MCO Selection and Opt-out for web-based enrollments, U.S. mail based enrollment, auto-assignment enrollment, and administrative enrollment;

6. MCO disenrollment processing;

7. Transfers between MCOs, including 'for cause' and 'without cause' change requests;

8. Annual health plan changes;

9. Enrollment related interfaces;

10. Enrollment data reconciliation; and

11. Provider network data base directory, which may be utilized via the Managed Care Organization's Websites;

3. Program Goal and Objectives

A. **Goal:** Implement and temporarily operate a call center by the start date of **October 1, 2012;**

B. The Contractor's achievement of this goal shall be based on the measured progress of the following objectives by the start date of the call center:

1. Program Operation Specifications;
2. Staffing Specifications;
3. Technical Telephone System Specifications; and
4. Technical Software System Specifications;

4. Program Operations

A. Objective #1 Program Operational Specifications:

Contractor Initials CR

Date 6/29/12

1. The call center shall be maintained and operated within the 48 contiguous states to support the required functions of this contract;
2. The call center shall be accessible through a statewide toll-free number that is provided by, and exclusively owned by the Department;
3. Customer service representatives shall answer calls Monday through Friday 8:30 a.m. to 7:00 p.m. Eastern Standard Time. The call center shall be closed on Thanksgiving, Christmas, and New Year's Day. The center will be open on Veteran's Day;
4. During non-business hours, the call center shall have a system capable of accepting, recording, or providing instruction to incoming callers;
5. In the absence of the declaration of a weather emergency by the State of New Hampshire, the call center shall provide staff during regularly scheduled business hours;
6. At all times the call center shall have the capability to accommodate speech and hearing-impaired clients at no cost to the individuals;
7. At all times the call center shall have the capability to make available oral interpretation services for all Limited-English Proficient individuals. These services will be at no cost to the individuals;
8. The contractor shall have a comprehensive plan to handle call volume that exceeds staff capacity. This plan shall include the capacity to roll calls over to other phone centers within one hour of the increase in call volume;
9. Call center staff shall verify a caller's identity using at least two points of verification (name, address, case number, etc) in the New HEIGHTS system;
10. The contractor shall collaborate with the Department to create protocol for managing all calls that contact the call center. The Department shall have final approval of all protocol established for this contract;
11. The contractor shall develop telephone scripts, approved by the Department, that will be used by the staff of the center;
12. The contractor shall establish a call center Customer Satisfaction survey for clients to provide feedback on the service they receive from the call center; and

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13. The contractor shall permit the Administrator of the Medicaid Client Services Call Center Unit to monitor live calls;

B. Objective #2 Staffing Specifications:

1. Provide qualified staff to operate the call center; and
2. Dedicate a single point of contact that is continuously accessible to the Administrator of the Medicaid Client Services Unit;

C. Objective #3 Technical Telephone System Specifications: Telephone system, which shall be provided by the contractor shall:

1. Be capable of transferring calls to the Department's Voice Over Internet Protocol (VOIP) telephone system;
2. Capable of inbound and outbound calls;
3. Provide for a reliable transfer mechanism for calls received by the contractor's call center that have unique circumstances or situations and that will need to be passed to the Medicaid Client Services. This group is supported by a Cisco Unified Communications System running Call Manager version 8.5 and UCCX version 8.5;
4. Calls shall be handled by customer service representatives.
5. The call center shall have the ability to route calls to specific queues, such as an automatic call distribution system. The message system used during regular business hours shall:
 - i. Advise caller of their place in the queue;
 - ii. Allow callers to leave a voicemail;
 - iii. Provide information about the Department's Care Management webpage;
 - iv. Provide information to clients about the enrollment process, provide support to clients in making a choice of healthplan or choosing a healthplan, and respond to questions regarding the differences between Medicaid Fee-for-Service and Care Management; and
 - v. Any other message deemed necessary by the State;
6. The call center shall track call statistics necessary to provide the Performance Reports specified in this agreement; and

7. The telephone system shall have the ability to allow during high call volume callers to leave a message and their call will be returned within 1 hour;

D. Objective #4 Technical Software System Specifications:

1. The contractor shall use the Department's New HEIGHTS eligibility system to perform the processing enrollment functions of this contract;
2. New HEIGHTS shall be accessed by users in remote locations through a Citrix environment. The Citrix environment provides full connectivity to the application, through the Internet, without the need of a fat client on the local desktop. The user will access the Citrix Access Gateway securely using 128bit encryption via SSL/https;
3. Thin client requirements are 64-bit or 32-bit editions of the following operating systems: Windows 7, Windows Vista, Windows XP Professional (Service Pack 2 or later for 32-bit edition), Windows XP Embedded, Windows Server 2003, and Windows 2000 Professional (latest Service Pack);
4. The contractor's information technology system approach will ensure, at a minimum, the following:
 - i. Secure internet access to provide efficient communication for Contractor staff to operate New HEIGHTS for the number of staff working on the system;
 - ii. Internet browser with 128-bit encryption Internet Explorer 6.0, Mozilla Firefox 4, (Google Chrome is not supported);
 - iii. Standard PC architecture, as required for the operating system. At a minimum:
 - a. 1.5 GHz processor or faster;
 - b. 1 GB RAM or greater;
 - c. Hard drive with 500 MB or more free space; and
 - d. Video card capable of 1024 x 600 resolution and 32-bit color or more;
 - iv. The Citrix Receiver Client shall be installed on each user's PC prior to the first log in. The file is available for download at:http://www.citrix.com/lang/English/lp/lp_2309126.asp?ntref=DLpromo1a; and
5. User accounts shall be person specific and will be activated by the State. Each user shall be required to sign the Department's Computer Use Agreement.

Identification of each user and completed Computer Use Agreements shall be received by the State a minimum of two weeks prior to system use;

5. Program Management

1. Follow protocol defined in Section 4.A.10. which shall include but not be limited to:
 - i. The primary function of providing clients with objective information and processing the enrollment of the client in their selected MCO of choice; and
 - ii. Transferring complicated cases to Medicaid Client Services; and
 - iii. Referring misdirected calls.

6. Performance Measures:

A. Excellent Customer Service. As documented by the following performance measures:

1. Accessibility:
 - i. Blockage Rate –Defined as the weekly percentage of total calls that receive a busy signal. Please note the Department doesn't consider calls going directly to voicemail as a blocked call; and
 - ii. Abandoned Call Rate – Defined as the weekly percentage of total calls that are abandoned by the client or contractor;
2. Speed of Service:
 - i. Average Speed of Answer – Defined as the percentage of weekly live calls that are answered within 180 seconds; and
 - ii. Longest Delay – Defined as the longest wait time that any caller experienced during the week;

B. Quality Information. As documented by the following performance measures:

- i. Call Resolution Rate - Defined as the percentage of total calls that are resolved. A call is considered resolved when at the end of the call the client has been:
 - Provided information about the enrollment process based on established protocol; and
 - All members of the case required to select an MCO have their enrollments processed in New HEIGHTS;

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- ii. First Call Resolution Rate – Defined as the percentage of total calls resolved in a single contact; and
 - iii. Transfer Rate to MCS – Defined as the weekly percentage of total calls transferred to Medicaid Client Services. This is determined by the percentage of all calls received by the contractor that are then transferred to Medicaid Client Services;
- C. Efficiency in Meeting Customer’s Needs. As documented by the following performance measures:
- i. Average Call Time – Defined as the weekly average phone time spent on each call; and
 - ii. Customer Satisfaction Ratio – The weekly percentage of customers from a sample that are satisfied with the service of the call center;
- D. Dedicating Staff Directly to this Contract: As documented by the following performance measure:
- i. Direct Staff Rate – Defined as the weekly percentage of staff that are assigned to only answer calls for this contract; and
- E. Performance Weekly Minimums: The Contractor shall complete the minimum weekly goals for each performance measure. Successful performance in this contract shall be evaluated based on the contractor meeting the proposed goals for each performance measure;

Performance Measures	
Customer Service – Accessibility	Minimum Goal
Blockage Rate (Percentage)	0%
Abandoned Call Rate (Percentage)	5%
Customer Service – Speed of Service	Minimum Goal
Average Speed of Answer within 180 Seconds (Percentage)	90%
Longest Delay (Minutes)	12

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Quality Information – Resolution	Minimum Goal
Call Resolution Rate (Percentage)	90%
First Call Resolution Rate (Percentage)	70%
Transfer Rate to Medicaid CS (Percentage)	5%
Efficiency – Contact Handling	Minimum Goal
Average Call Time (Minutes)	7
Customer Satisfaction Ratio (Percentage)	95%
Direct Resources	Minimum Goal
Direct Staff Rate (Percentage)	95%

7. Contract Deliverables and Reports:

- A. Within 7 days of the approval of the contract the contractor will provide a preliminary implementation plan to be approved by the Department. The plan should provide enough detail for the Department to understand the contractor's approach to assuring the call center will be in operation on the Start Date of October 1, 2012, which shall include but not be limited to all necessary program and system testing;
- B. Within 15 days of the approval of the contract, the contractor shall provide a preliminary training plan to be approved by the Department;
- C. Within 30 days of the approval of the contract, the contractor shall provide an acceptable disaster recovery plan in place in the event the call center is disabled, which shall be approved by the Department;
- D. Within 30 days of the approval of the contract, the contractor shall provide a work plan for how the call center will operate in the event that New HEIGHTS is not accessible through the Citrix Environment. The plan shall be approved by the Department;

8. Program Reporting

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A. The contractor shall provide weekly and monthly reports detailing the status of the performance measures described in 6.E. above. This shall include but not be limited to:

1. Quantitative data on the weekly measure; and
2. Qualitative data on any weekly measure that is not in compliance with the minimum requirement, which shall include but not be limited to: an explanation as well as a plan to bring the measure into compliance;

B. The selected contractor shall provide weekly reports detailing by hourly blocks:

1. Calls received;
2. Calls answered;
3. Calls transferred to other sites as specified in protocol;
4. Calls sent to the selected contractor's overflow site, when primary site is at maximum capacity;
5. Calls abandoned;
6. Average wait time;
7. Maximum wait time; and
8. Call back time;

C. Reports and details regarding Customer Satisfaction, about the contractor's call center; and

D. Other ad hoc reports as requested by the Department;

9. New Hampshire Technology General Provisions

A. Intellectual Property

Upon successful completion and/or termination of the Implementation of the Project, the State of New Hampshire shall own and hold all, title, and rights for the New HEIGHTS software. In no event shall the contractor use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Agreement in the New HEIGHTS software.

1. State's Data - All rights, title and interest in State Data shall remain with the State; and

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Date 6/29/12

2. Survival - This Contract Agreement Section 9-A: *Intellectual Property* shall survive the termination of the Contract;

B. Use of State's Information, Confidentiality

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract;

1. State Confidential Information-

Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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Any disclosure of the State Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief;

2. Contractor Confidential Information

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and Review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor; and

3. Survival - This Contract Agreement Section 9-B, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract;

C. State Owned Documents and Data:

Contractor shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State; and

D. Data Breach – If any State Data is breached as a result of the contractor's system, the contractor shall be fully liable for all costs associated with that breach. The Contractor will notify the Administrator of Medicaid Client Services and then collaborate with the Department on notifying all necessary parties about the breach.

Contractor Initials CR

Date 6/29/12

EXHIBIT B
METHOD, SCHEDULE, AND CONDITIONS PRECEDENT TO PAYMENT

DATE: July 2, 2012

CONTRACT: Temporary Call Center

CONTRACT PERIOD: July 11, 2012 – June 30, 2013
Or Date of Governor & Executive Council approval, whichever is later

CONTRACTOR NAME: MAXIMUS HEALTH SERVICES, Inc

ADDRESS 1891 Metro Center Drive,
Reston, VA 20190

TELEPHONE: 703-251-8254

REPRESENTATIVE Christi Reinhardt
TITLE Senior Manager Contracts Administrator

1. This contract is funded with funds from the State of New Hampshire and the Centers for Medicare and Medicaid Services;
2. The contractor shall only bill the state at a cost of .57 per minute the contractor is speaking to a live person;
3. Costs for this contract shall not exceed \$250,000.00;
4. Payments shall be made retrospectively on a monthly basis;
5. Invoices should be submitted electronically to: betsy.hippensteel@dhhs.state.nh.us;
6. The State will make every effort to submit payment to the contractor within 30 days of the receipt of accepted invoices and approval of required reports described in 6 below;
7. Requests for payment must be signed by an authorized representative of the Contractor;
8. Payments may be withheld pending receipt of required reports as defined in Exhibit A;
9. A final payment request shall be submitted no later than sixty days after the Contract ends. Failure to submit the invoice by this date could result in non-payment; and

Contractor Initials CR

Date 6/29/12

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Contractor Initials CR

Date 6/29/12

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

Contractor Initials: CR
Date: 6/29/12

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: CP
Date: 6/29/12

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

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

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

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

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

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

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

Contractor Initials: CF
Date: 6/29/12

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SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials: CR
Date: 6/29/12

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

MAXIMUS Health Services, Inc.
 (Contractor Name)

From: Date of G&C approval To: 6/30/2013
 (Period Covered by this Certification)

Christi Reinhardt, Senior Manager Contracts Administrator
 (Name & Title of Authorized Contractor Representative)


 (Contractor Representative Signature)

6/29/12
 (Date)

Contractor Initials: CR
 Date: 6/29/12

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: Date of G&C Approval through 6/30/2013

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.

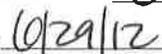
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

Christi Reinhardt, Sr. Manager Contracts Administrator
(Authorized Contractor Representative Name & Title)

MAXIMUS Health Services, Inc.
(Contractor Name)


(Date)

Contractor Initials: 
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: CK

Date: 6/29/12

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 (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Christi Reinhardt, Senior Manager Contracts Administration
(Authorized Contractor Representative Name & Title)

MAXIMUS Health Services, Inc.
(Contractor Name)


(Date)

Contractor Initials: 
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)

Christi Reinhardt, Sr. Contracts Administration
(Authorized Contractor Representative Name & Title)

MAXIMUS Health Services, Inc
(Contractor Name)

6/29/12
(Date)

NH Department of Health and Human Services

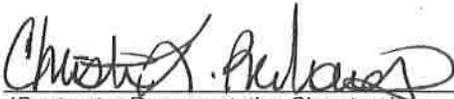
STANDARD EXHIBIT H

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)

Christi Reinhardt, Sr Contracts Administration
(Authorized Contractor Representative Name & Title)

MAXIMUS Health Services, Inc
(Contractor Name)

6/29/12
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH. Department of Health and Human Services
The State Agency Name

MAXIMUS Health Services, Inc.
Name of the Contractor

Kathleen A. Dunn
Signature of Authorized Representative

Christi Reinhardt
Signature of Authorized Representative

Kathleen Dunn
Representative

Christi Reinhardt
Name of Authorized Representative

Director of Office of Medicaid Business and Policy
Title of Authorized Representative

Senior Manager Contracts Administration
Title of Authorized Representative

7/2/12
Date

6/29/12
Date

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.



Christi Reinhardt, Senior Manager Contracts Administration

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

MAXIMUS Health Services, Inc.

6/29/12

(Contractor Name)

(Date)

Contractor initials: CR
Date: 6/29/12

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: _____

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

Contractor initials:
Date: 12/12

CERTIFICATE OF VOTE

I, Bruce Caswell, do hereby certify that:

(Name of Board Member; cannot be contract signatory)

1. I am a Member of the Board of Directors of MAXIMUS Health Services, Inc.; and

2. That Christi Reinhardt, the Senior Manager Contracts Administrator is hereby authorized on behalf of this Organization to enter into the contract titled Temporary Call Center with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

That authorization not been amended or revoked, and remain in full force and effect as of

the 29 day of June, 2012

(Date Contract Signed or after the date it was signed)

Bruce L. Caswell
(Signature of Board Member)

STATE OF Virginia

County of Fairfax

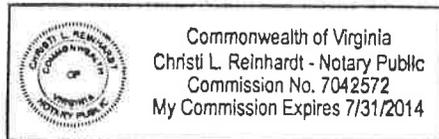
The forgoing instrument was acknowledged before me this 29th day of JUNE, 2012,

by Bruce Caswell.

(Name of Board Member)

Christi L. Reinhardt
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: 7/31/2014

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 Maximus Health Services, Inc., a(n) Indiana corporation, is authorized to transact business in New Hampshire and qualified on January 23, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of June, A.D. 2012

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

William M. Gardner
Secretary of State

