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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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www.dhhs.nh.gov

February 4, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend an existing contract with Qlarant Quality Solutions, Inc. (VC#299675), Easton, MD, which was originally competitively bid, to continue providing Home and Community Based Person-Centered Planning trainings to case management and service coordinators, by exercising a contract renewal option, by extending the completion date from March 31, 2025 to May 31, 2025, effective April 1, 2025, upon Governor and Council approval, with no change to the price limitation of \$145,103.

The original contract was approved by Governor and Council on September 25, 2024, item #35.

EXPLANATION

The purpose of this request is to exercise an available contract renewal option, at no additional cost to the Department, in order to allow the Contactor to complete contract deliverables and provide continued training to the target populations throughout the state. The population served will continue to include Home and Community Based Services service coordination and case management entities, clinicians, provider agencies, direct support professionals and individuals and families being served by the Home and Community Based Services system.

The Center for Medicare & Medicaid Services approved the Department's request to extend the funding from the American Rescue Plan Act of 2021, which supports the Department's Reinvestment Plan section 9817, to allow Grantees until December 31, 2025, to continue with training opportunities. The Contractor agreed to extend contract services through May 31, 2025, in order to complete contract deliverables.

The Contractor will continue to coordinate and administer Home and Community Based Services Person-Centered Planning training sessions designed to improve services to individuals and the competencies of personnel providing services

The Department will continue to monitor services by:

- Reviewing monthly reports from the Contractor, to ensure tasks and activities are delivered in accordance with the Department-approved Work Plan;
- Reviewing quarterly reports generated by the Contractor, to ensure registration and attendance data, curriculum/topics developed, and evaluation results are satisfactory;

- Reviewing pre- and post-training surveys to gauge consumer satisfaction.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) months of the four (4) years available.

Should the Governor and Council not authorize this request, the Department will be unable to continue providing this training, which aims to strengthen and improve Home and Community Based Services waiver services.

Area served: Statewide

Respectfully submitted,



Lon A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Person-Centered Planning Training contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Qlarant Quality Solutions, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 25, 2024 (Item #35), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
May 31, 2025
2. Modify Exhibit C, Payment Terms, Section 3, Subsection, 3.1., Deliverable Schedule, to read:
3.1. Deliverable Schedule

Deliverable	Due Date	Payment	Deliverable Documentation
Discovery Phase: Start up, Workgroup Start up, Research	Within thirty (30) days of Governor and Council approval	\$13,694	Progress Report and Outcomes (includes project plan updates, evaluations, reports)
Development Phase: Training Module Development for each type, Workgroup	Within ninety (90) days of Governor and Council approval	\$21,536	Progress Report and Outcomes (includes project plan updates, evaluations, reports)
Training Phase: Case Management Training / Unit Rate (24 Live In Person Sessions, 24 Live Surveys)	May 31, 2025	\$43,704	Attendance sheets and reports.
Training Phase: Direct Service Providers Training / Unit Rate (24 Live Webinar Sessions)	May 31, 2025	\$18,840	Attendance sheets and reports.
Training Phase: Individuals & Guardians Training / Unit Rate (1 eLearning Module, up to 1,000 participants)	May 31, 2025	\$36,349	Attendance sheets and reports.
Post Training Phase: Reports & Meetings / Unit Rate: \$3,660	September 2024, December 2024, May 2025	\$10,980	Report on Outcomes (includes project plan updates, post-evaluations)
Total		\$145,103	

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/18/2025

Date

DocuSigned by:

Melissa Hardy

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Name: Melissa Hardy

Title: Director, DLSS

Qlarant Quality Solutions, Inc.

2/11/2025

Date

Signed by:

Ronald G. Forsythe

7C77F500E83340C...

Name: Ronald G. Forsythe

Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/21/2025

Date

DocuSigned by:
Robyn Guarino
748734844941480...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that QLARANT QUALITY SOLUTIONS, INC. is a Maryland Nonprofit Corporation registered to transact business in New Hampshire on November 15, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 682070

Certificate Number: 0006693898



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

**CERTIFICATE OF
AUTHORITY**

I, Christine Leister, CPA, CGMA, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Qlarant Quality Solutions, Inc.
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 3, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Ronald G. Forsythe, Jr., PhD, Chief Executive Officer is duly authorized
(Name and Title of Contract Signatory)

on behalf of Qlarant Quality Solutions, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 2/12/2025__



Signature of Elected Officer
Name: **Christine Leister**
Title: **Chief Financial Officer**

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 5/23/2024

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

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

PRODUCER CBIZ Insurance Services, Inc. 44 Baltimore Street Cumberland, MD 21502	CONTACT NAME: Darlene Hall PHONE (A/C, No, Ext): 443-259-3263 E-MAIL ADDRESS: dahall@cbiz.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Qlarant Quality Solutions, Inc. Qlarant, Inc. 28464 Marlboro Avenue Easton, MD 21601	INSURER A: Hartford Fire Insurance Company	NAIC # 19682
	INSURER B: Hartford Casualty Insurance Company	29424
	INSURER C: Trumbull Insurance Company	27120
	INSURER D: Syndicate 2623/623 at Lloyds	
	INSURER E: AIG Specialty Insurance Company	26883
	INSURER F: Starr Surplus Lines Insurance Company	13604

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	30UUNBD3784	03/31/2024	03/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	30UENBD3936	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	30RHUBD3340	03/31/2024	03/31/2025	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	30WBW2JP0	03/31/2024	03/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
D	Sexual/Abuse & M.			SML000000399608C	03/31/2024	03/31/2025	\$1Mil/ \$2Mil Aggregate
E	Professional &			028251852	03/31/2024	03/31/2025	\$5MIL per claim and agg
F	Cyber Security			1000634697241	03/31/2024	03/31/2025	\$5MIL per claim and agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CBIZ Insurance Services, Inc.
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Qlarant's Mission statement:

Qlarant's Mission is *"To deliver quality, clarity and opportunity."*

Qlarant's Vision is *"To deliver the most innovative solutions and unrivaled results with an agile, expert workforce and trusted, strategic relationships."*

Qlarant Quality Solutions, Inc.

Financial Report
June 30, 2024

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RSM

RSM US LLP

Independent Auditor's Report

Board of Trustees
Qlarant Quality Solutions, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Qlarant Quality Solutions, Inc. (QQS), which comprise the statements of financial position as of June 30, 2024 and 2023, the related statements of activities, functional expenses and cash flows for the years then ended and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of QQS as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

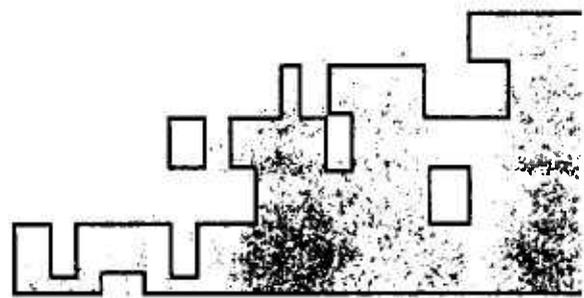
We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of QQS and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about QQS's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of QQS's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about QQS's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards* for the years ended June 30, 2024 and 2023, we have also issued our reports dated August 21, 2024 and August 22, 2023, respectively, on our consideration of QQS's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of these reports is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of QQS's internal control over financial reporting or on compliance. These reports are an integral part of an audit performed in accordance with *Government Auditing Standards* in considering QQS's internal control over financial reporting and compliance.

RSM US LLP

Baltimore, Maryland
August 21, 2024

Qlarant Quality Solutions, Inc.

**Statements of Financial Position
June 30, 2024 and 2023**

	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 13,822,127	\$ 11,997,890
Accounts receivable, net of allowance for credit loss 2024—\$25,000; 2023—\$25,000 (Note 3)	2,094,040	1,643,048
Investments (Notes 5 and 10)	8,215,263	7,507,017
Prepaid expenses and other current assets	28,633	31,412
Total current assets	24,160,063	21,179,367
Due from related parties	-	159,317
Property and equipment, net (Note 4)	1,912	2,966
Deposits and other assets	87,967	11,008
Right-of-use assets, net (Note 9)	399,027	489,720
Total assets	\$ 24,648,969	\$ 21,842,378
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued expenses	\$ 573,104	\$ 177,308
Accrued salaries and related expenses	398,074	314,257
Accrued vacation	633,227	577,739
Provision for insurance claims (Note 8)	43,561	102,860
Reserve for contract loss	33,000	25,000
Contract liabilities	388,030	740,849
Current portion of lease liabilities (Note 9)	97,049	90,431
Due to related parties	92,495	-
Total current liabilities	2,258,540	2,028,444
Lease liabilities, noncurrent (Note 9)	311,144	402,753
Total liabilities	2,569,684	2,431,197
Commitments and contingencies (Note 11)		
Net assets:		
Without donor restrictions	22,079,285	19,411,181
Total net assets	22,079,285	19,411,181
Total liabilities and net assets	\$ 24,648,969	\$ 21,842,378

See notes to financial statements.

Qlarant Quality Solutions, Inc.

**Statements of Activities
Years Ended June 30, 2024 and 2023**

	2024	2023
Contract revenue	<u>\$ 18,939,535</u>	<u>\$ 18,156,970</u>
Expenses:		
Program expenses	12,408,054	11,645,966
General and administrative	4,385,982	4,368,387
Total expenses	<u>16,794,036</u>	<u>16,014,353</u>
Change in net assets before other income (expense)	<u>2,145,499</u>	<u>2,142,617</u>
Other income (expense):		
Contribution to related party	(674,400)	(1,900,000)
Investment income, net (Note 5)	1,197,005	629,931
Total other income (expense), net	<u>522,605</u>	<u>(1,270,069)</u>
Change in net assets	2,668,104	872,548
Net assets without donor restrictions:		
Beginning	<u>19,411,181</u>	<u>18,538,633</u>
Ending	<u>\$ 22,079,285</u>	<u>\$ 19,411,181</u>

See notes to financial statements.

Qlarant Quality Solutions, Inc.

Statement of Functional Expenses
Year Ended June 30, 2024

	Program				
	Quality Improvement and Public Reporting	External Quality Review	Total	General and Administrative	Total
Labor	\$ 2,345,631	\$ 4,008,764	\$ 6,354,395	\$ 2,124,169	\$ 8,478,564
Fringe benefits (Notes 7 and 8)	1,175,098	2,011,487	3,186,585	981,248	4,167,833
Consultants	1,334,635	606,421	1,940,056	367,628	2,307,684
Travel	45,689	322,045	367,734	22,203	389,937
Equipment maintenance	-	-	-	62,491	62,491
Office supplies	5,879	1,303	7,182	11,895	19,077
Reproduction	445	4,220	4,665	601	5,266
Occupancy (Note 9)	41,808	226,342	268,150	207,508	475,658
Recruitment	322	4,700	5,022	34,958	39,980
Postage	2,426	31,972	34,398	4,658	39,056
Telephone	4,514	83,869	88,383	24,697	113,080
Meeting costs	4,856	44,961	49,817	11,303	61,120
Subscriptions	235	-	235	20,682	20,917
Advertising	-	-	-	12,701	12,701
Licenses, fees and dues	16,048	66,389	82,437	409,565	492,002
Business insurance	-	10,995	10,995	99,675	110,670
(Recovery of) reserve for contract loss	(25,000)	33,000	8,000	-	8,000
Total expenses	\$ 4,952,586	\$ 7,455,468	\$ 12,408,064	\$ 4,385,982	\$ 16,794,036

See notes to financial statements.

Qlarant Quality Solutions, Inc.

**Statement of Functional Expenses
Year Ended June 30, 2023**

	Program					
	Quality Improvement and Public Reporting	External Quality Review	Payment Accuracy	Total	General and Administrative	Total
Labor	\$ 2,235,455	\$ 4,047,364	\$ 15,242	\$ 6,298,061	\$ 2,037,292	\$ 8,335,353
Fringe benefits (Notes 7 and 8)	1,048,162	1,894,552	7,112	2,949,826	977,601	3,927,427
Consultants	1,581,097	551,447	-	2,132,544	353,902	2,486,446
Travel	21,941	270,314	-	292,255	14,606	306,861
Equipment maintenance	-	-	-	-	30,089	30,089
Office supplies	2,878	14,009	-	16,887	5,140	22,027
Reproduction	469	5,935	-	6,404	400	6,804
Occupancy (Note 9)	52,397	174,147	700	227,244	271,736	498,980
Recruitment	4,898	1,210	73	6,181	51,170	57,351
Postage	6,233	30,763	-	36,996	2,171	39,167
Telephone	22,056	65,662	-	87,718	28,359	116,077
Meeting costs	3,483	34,805	-	38,288	23,395	61,683
Subscriptions	235	-	-	235	20,055	20,290
Advertising	-	-	-	-	9,283	9,283
Licenses, fees and dues	58,874	12,694	-	71,568	418,344	489,912
Business insurance	-	10,502	-	10,502	124,844	135,346
Recovery of contract loss	(528,743)	-	-	(528,743)	-	(528,743)
Total expenses	\$ 4,509,435	\$ 7,113,404	\$ 23,127	\$ 11,645,966	\$ 4,368,387	\$ 16,014,353

See notes to financial statements.

Qlarant Quality Solutions, Inc.

Statements of Cash Flows
Years Ended June 30, 2024 and 2023

	2024	2023
Cash flows from operating activities:		
Change in net assets	\$ 2,668,104	\$ 872,548
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	1,054	9,290
Net realized and unrealized gain on investments	(445,902)	(261,130)
Increase (decrease) in reserve for contract loss	8,000	(528,743)
Amortization of right-of-use assets	90,693	80,824
Changes in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(450,992)	1,516,779
Prepaid expenses and other current assets	2,779	(9,988)
Due from related parties	159,317	986,399
Deposits and other assets	(76,959)	-
Increase (decrease) in:		
Accounts payable and accrued expenses	395,796	(302,961)
Accrued salaries and related expenses	83,817	79,844
Accrued vacation	55,488	54,925
Provision for insurance claims	(59,299)	(45,297)
Contract liabilities	(352,819)	(5,093)
Due to related parties	92,495	-
Lease liabilities	(84,991)	(85,991)
Net cash provided by operating activities	2,086,581	2,361,406
Cash flows from investing activities:		
Purchases of investments	(279,947)	(245,125)
Proceeds from sale of investments	17,603	16,859
Net cash used in investing activities	(262,344)	(228,266)
Net increase in cash and cash equivalents	1,824,237	2,133,140
Cash and cash equivalents:		
Beginning of year	11,997,890	9,864,750
End of year	\$ 13,822,127	\$ 11,997,890

(Continued)

Qlarant Quality Solutions, Inc.

**Statements of Cash Flows (Continued)
Years Ended June 30, 2024 and 2023**

	2024	2023
Supplemental cash flow information related to leases is as follows:		
Right-of-use assets obtained in exchange for new lease obligations or at date of adoption of ASC 842 on July 1, 2022:		
Operating leases	<u>\$ -</u>	<u>\$ 605,281</u>
Lease liability:		
Operating leases	<u>\$ -</u>	<u>\$ 616,932</u>
Deferred rent liability prior year	<u>\$ -</u>	<u>\$ 8,631</u>

See notes to financial statements.

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 1. Nature of Activities and Significant Accounting Policies

Nature of activities: Qlarant Quality Solutions, Inc. (QQS) was formed as a Maryland Corporation and provisions of the Internal Revenue Code (IRC) in April 1973. QQS is a private, nonprofit organization with the mission to create solutions that transform health and improve the quality of healthcare. QQS is a subsidiary of Qlarant, Inc. (Qlarant).

QQS works with healthcare providers across the continuum of care to create sustainable and cost-effective programs, improved care delivery processes and learning opportunities that improve patient outcomes.

A summary of QQS's significant accounting policies follows:

Basis of presentation: The financial statement presentation follows the recommendations of the Financial Accounting Standards Board (FASB) in its Accounting Standards Codification (the Codification or ASC). As required by the Not-for-Profit Entities topic of the Codification, Financial Statements of Not-for-Profit Organizations, QQS is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions: Net assets without donor restrictions are the net assets that are neither invested in perpetuity nor purpose or time restricted by donor-imposed stipulations.

Net assets with donor restrictions: Net assets with donor restrictions are contributions whose use is limited by donor-imposed stipulations in perpetuity or that either expire by passage of time or can be fulfilled and removed by actions of QQS pursuant to these stipulations. Net assets may be restricted for various purposes, such as use in future periods or use for specified purposes. There were no net assets with donor restrictions at June 30, 2024 and 2023.

Cash and cash equivalents: Cash and cash equivalents include all cash balances and highly liquid debt instruments purchased with a maturity of three months or less and designated to fund operations.

Credit risk: QQS has deposits in a financial institution in excess of federally insured amounts. QQS has not experienced any losses in such accounts and management believes it is not exposed to any significant credit risk on cash.

Substantially all of QQS's accounts receivable and revenue are derived from prime contracts and subcontracts with U.S. federal and state agencies or commercial prime contractors thereof. All contract receivables are on an unsecured basis.

Accounts receivable: Accounts receivable are carried at their original invoice amount less an estimate made for credit losses based on a review of all outstanding amounts on a monthly basis. QQS's ability to collect outstanding receivables from clients is critical to operating performance and cash flows. Typically, QQS's client agreements require monthly payments to mitigate such risk. The allowance for credit loss represents QQS's estimate of credit losses over the lifetime of the receivable. This estimation process is based on historical experience, current conditions, asset-specific risk characteristics and reasonable and supportable forecasts about future economic and market conditions. QQS will continue to monitor and evaluate the adequacy of the allowance for credit losses on the receivable on a regular basis and make adjustments as necessary in response to changes in economic conditions and credit quality indicators. Recoveries of accounts receivable previously written off are recorded when received. Receivable balances are considered past due if any portion of the balance is outstanding for more than 90 days. Interest is not recorded on any past due receivables.

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 1. Nature of Activities and Significant Accounting Policies (Continued)

Unbilled receivables relate to contracts in which the work has been performed or changes in indirect rates though invoicing has not occurred. Generally, unbilled receivables relating to services performed will be billed within 12 months, while unbilled receivables relating to changes in indirect rates can, in some instances, only be billed as part of the contract close out phase.

Contract balances: The timing of revenue recognition may not align with the right to invoice a customer. QQS records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred revenue) also is recorded. If revenue is recognized in advance of the right to invoice, a contract asset (unbilled receivable) is recorded.

Contract balances consist of the following at June 30:

	2024	2023	2022
Contract receivables	\$ 2,094,040	\$ 1,643,048	\$ 3,159,827
Contract liabilities	388,030	740,849	745,942

Investments: Investment securities are carried at fair value. The change in unrealized appreciation or depreciation of marketable securities for the year is reflected in investment income, net in the accompanying statements of activities. Realized gains and losses on sales of investments are computed on a specific identification basis and are recorded on the settlement date of the transaction in investment income, net in the statements of activities. Cash, exchange-traded funds and money market funds included in investments are carried at cost, which approximates fair value.

QQS invests in a professionally managed portfolio that contains cash, exchange-traded funds and money market funds. Such investments are exposed to various risks such as interest rate, market and credit. Due to the level of risk associated with such investments and the level of uncertainty related to changes in the value of such investments, it is at least reasonably possible that changes in risks in the near-term would materially affect investment balances and the amounts reported in the financial statements.

Property and equipment: QQS's property and equipment is recorded at cost. QQS capitalizes all property and equipment purchases of \$2,500 or more, and these assets are carried at cost. Depreciation is provided on the straight-line method over the estimated useful lives of the depreciable assets as follows:

Asset Description	Life (Years)
Leasehold improvements	*
Furniture, fixtures and office equipment	5-10
Computer hardware	2-5
Computer software	2-5

*Leasehold improvements are depreciated over the shorter of the lease term or estimated useful life.

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 1. Nature of Activities and Significant Accounting Policies (Continued)

Valuation of long-lived assets: QQS accounts for the valuation of long-lived assets under FASB ASC 360-10-15, Impairment or Disposal of Long-Lived Assets. This guidance requires that long-lived assets and certain identifiable intangible assets be reviewed for impairment whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of long-lived assets is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value, less costs to sell. Management determined that no impairment of long-lived assets existed at June 30, 2024 and 2023.

Revenue and cost recognition: QQS recognizes revenue using a five-step process that includes: (1) identifying the contract with a customer, (2) identifying the performance obligations in the contract, (3) determining the transaction price, (4) allocating the transaction price to the performance obligations and (5) recognizing revenue when (or as) each performance obligation is satisfied. All revenue reported in the accompanying statements of activities represents revenue from contracts with customers.

Contracts are accounted for when QQS has approval and commitment from both parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectability of consideration is probable.

Contract modifications are evaluated to determine whether they should be accounted for as part of the original contract or as a separate contract. QQS determines whether modification either creates new rights or changes the existing enforceable rights and obligations. Contract modifications are accounted for as a separate contract if the modification adds distinct goods and services and increases the contract value by the standalone selling price of those goods or services. Modifications that are not determined to be a separate contract are accounted for as either a prospective adjustment to the original contract if the goods or services in the modification are distinct from those transferred before the modification, or as a cumulative adjustment if the goods and services are not distinct and are part of a single performance obligation that is partially satisfied. QQS's contracts frequently provide customers an option to renew for an additional period of time under the same terms and conditions as the original contract. The renewal options typically do not provide the customer any material rights under the contract and therefore, are treated as separate contracts when they include distinct services at standalone selling prices.

Transaction prices for contracts with the U.S. government are typically determined through a competitive procurement process and are based on estimated or actual costs providing the services in accordance with applicable regulations. When determining the total transaction price, QQS identifies both fixed and variable consideration elements in the contract. Variable consideration includes any amount within the transaction price that is not fixed. These variable amounts are generally awarded at the completion of a prescribed measurement period based on the achievement of performance metrics. QQS estimates variable consideration as the most likely amount to which QQS expects to be entitled limited to the extent that it is probable that a significant reversal of the cumulative amount recognized to date will not be required in a subsequent period. Factors used in estimating the transaction price for variable fees include: previous experience with the customer/type of work, probability of meeting the fee criteria as defined by the contract, previously awarded fees on the contract and susceptibility to factors outside of the entity's influence.

Cost reimbursable portions of contract revenue are recognized over time as costs are incurred during the contract period. Revenue from cost-reimbursable contracts totaled \$1,881,031 and \$1,950,497 for the years ended June 30, 2024 and 2023, respectively.

Qlarant Quality Solutions, Inc.**Notes to Financial Statements**

Note 1. Nature of Activities and Significant Accounting Policies (Continued)

Revenue from fixed-price contracts has various performance obligations, such as deliverables and/or services, that must be performed over the contract period. Fixed-fee portions of contract revenue with one performance obligation are recognized over time as the various performance obligations are satisfied, which is typically ratably over the service period. Revenue from fixed-fee portions of contract revenue with one performance obligation totaled \$1,350,474 and \$2,993,494 for the years ended June 30, 2024 and 2023, respectively. Fixed-fee portions of contract revenue with multiple performance obligations are recognized at a point in-time, as performance obligations are satisfied. Revenue from fixed-fee portions of contract revenue with multiple performance obligations totaled \$15,708,030 and \$13,212,979 for the years ended June 30, 2024 and 2023, respectively.

QQS provides currently for all known or anticipated losses on contracts. QQS invoices the federal government in conformity with government contract schedules.

Functional allocation of expenses: The costs of providing various program and supporting activities have been presented on a detailed basis in the accompanying statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Certain expenses are attributable to more than one program. Direct costs associated with specific programs are recorded as program expenses. Indirect expenses and fringe benefits are allocated to specific programs based on modified total direct costs and total labor dollars, respectively.

Income taxes: QQS is exempt from federal income taxes under Section 501(c)(3) of the IRC. Income, which is not related to exempt purposes, less applicable deductions, is subject to federal and state corporate income taxes. QQS had no material unrelated business income for the years ended June 30, 2024 and 2023.

QQS follows the accounting standard on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, QQS may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position would be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

The guidance on accounting for uncertainty in income taxes also addresses de-recognition classification, interest, penalties on income taxes and accounting in interim periods. Management has evaluated QQS's tax positions and has concluded that QQS has taken no uncertain tax positions that require adjustment to the financial statements to comply with provisions of this guidance.

Use of estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and notes. Actual results could differ from those estimates.

Indirect expenses: Indirect costs are billed to U.S. government and state agency contracts based on a provisional billing rate negotiated with the Department of Health and Human Services (HHS) who oversee the Centers for Medicare and Medicaid Services (CMS). Payments to QQS from HHS are provisional and subject to adjustment upon audit. QQS has been audited by HHS through 2018. During the years ended June 30, 2024 and 2023, QQS's indirect cost rates were calculated based on modified total direct cost.

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 1. Nature of Activities and Significant Accounting Policies (Continued)

Allocation of expenses/due from related parties: QQS incurs expenses associated with Qlarant and Qlarant Integrity Solutions, LLC (QIS), which are related entities. These expenses are allocated based upon allocation methodologies approved by the Defense Contractor Audit Agency (DCAA). The balance of these expenses which have not been repaid by related parties are included in due from related parties in the accompanying statements of financial position. Due (to) from related parties was \$(92,495) and \$159,317 at June 30, 2024 and 2023, respectively.

QQS made contributions to related parties totaling \$674,400 and \$1,900,000 for the years ended June 30, 2024 and 2023, respectively.

Leases: QQS determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. QQS also considers whether its service arrangements include the right to control the use of an asset.

QQS recognizes most leases on its statements of financial position as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Leases are classified as either finance leases or operating leases based on certain criteria. Classification of the lease affects the pattern of expense recognition in the accompanying statements of activities.

QQS made an accounting policy election available not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or July 1, 2022, for existing leases upon the adoption of ASC Topic 842, Leases). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives received. To determine the present value of lease payments, QQS made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

Future lease payments may include fixed-rent escalation clauses or payments that depend on an index (such as the consumer price index), which is initially measured using the index or rate at lease commencement. Subsequent changes of an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Residual value guarantees or payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

QQS has made an accounting policy election to account for lease and nonlease components in its contracts as a single lease component for its real estate, vehicle and equipment asset classes. The nonlease components typically represent additional services transferred to QQS, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 1. Nature of Activities and Significant Accounting Policies (Continued)

Adopted accounting pronouncements: In June 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments—Credit Losses* (Topic 326). The ASU introduces a new credit loss methodology, Current Expected Credit Losses (CECL), which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. The CECL Methodology utilizes a lifetime "expected credit loss" measurement objective for the recognition of credit losses for receivables and loans, held-to-maturity securities, and other receivables at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods in current GAAP, which generally require that a loss be incurred before it is recognized. QQS adopted this ASU effective July 1, 2023. The adoption did not have a significant impact on QQS's financial position, results of operations or cash flows.

Reclassification: Certain items in the June 30, 2023, financial statements have been reclassified to conform to the June 30, 2024 presentation. These reclassifications had no effect on the previously reported net assets or change in net assets.

Subsequent events: QQS has evaluated subsequent events through August 21, 2024, the date on which the financial statements were available to be issued.

Note 2. Liquidity and Availability

QQS is primarily supported by contracted service fees. As part of QQS's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. Further, QQS has a line of credit, as described in Note 6, available to meet any obligations due which would not be covered by available financial assets.

Financial assets available for general expenditures, that is, without donor or other restrictions limiting their use, within one year of the date of the accompanying statements of financial position, are comprised of the following at June 30, 2024 and 2023:

	2024	2023
Cash and cash equivalents	\$ 13,822,127	\$ 11,997,890
Accounts receivable, net	2,094,040	1,643,048
Investments	8,215,263	7,507,017
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 24,131,430</u>	<u>\$ 21,147,955</u>

Note 3. Accounts Receivable

Accounts receivable, net, consist of the following at June 30, 2024 and 2023:

	2024	2023
Billed contract receivables	\$ 2,087,910	\$ 1,668,048
Unbilled contract receivables	31,130	-
	<u>2,119,040</u>	<u>1,668,048</u>
Less allowance for expected credit losses	(25,000)	(25,000)
	<u>\$ 2,094,040</u>	<u>\$ 1,643,048</u>

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 4. Property and Equipment

Property and equipment, net, consists of the following at June 30, 2024 and 2023:

	2024	2023
Leasehold improvements	\$ 18,295	\$ 18,295
Furniture and fixtures	12,100	12,100
Office equipment	36,557	36,557
Computer hardware	1,043	1,043
	<u>67,995</u>	<u>67,995</u>
Less accumulated depreciation	(66,083)	(65,029)
	<u>\$ 1,912</u>	<u>\$ 2,966</u>

Depreciation expense was \$1,054 and \$9,290 for the years ended June 30, 2024 and 2023, respectively.

Note 5. Investments

Investments, at fair value, consist of the following at June 30, 2024 and 2023:

	2024	2023
Cash and money market funds	\$ 158,533	\$ 145,547
Mutual funds	6,966,581	6,709,893
Exchange traded funds	1,090,149	651,577
	<u>\$ 8,215,263</u>	<u>\$ 7,507,017</u>

Investment income, net, consists of the following for the years ended June 30, 2024 and 2023:

	2024	2023
Interest and dividends, net of fees	\$ 751,103	\$ 368,801
Net realized and unrealized gain on investments	445,902	261,130
	<u>\$ 1,197,005</u>	<u>\$ 629,931</u>

Note 6. Revolving Note Agreements

Qlarant, along with its subsidiaries QQS, Qlarant Advisory Solutions, Inc. (QAS), Qlarant Foundation, Inc. (QF) and QIS, had a revolving note agreement with a financial institution, which was collateralized by QQS's accounts receivable and certain receivables of its affiliates. Under the agreement, Qlarant could borrow up to \$7,500,000 at the one-month Secured Overnight Financing Rate (SOFR) plus 1.75%, with a minimum adjusted SOFR of 2% effective as of December 2020. The effective interest rate at June 30, 2023, under SOFR was 6.94%. As of and for the year ended June 30, 2023, there were no outstanding borrowings on the revolving note agreement. The revolving note agreement expired in October 2023.

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 6. Revolving Note Agreements (Continued)

In November 2023, a new revolving line of credit agreement was entered into with a new financial institution by Qlarant, along with its subsidiaries QQS, QAS, QF and QIS. The revolving line of credit agreement is collateralized by QQS's accounts receivable, property and equipment, and inventory as well as certain receivables, property and equipment, and inventory of its affiliates. Under the agreement, Qlarant may borrow up to \$7,000,000 at 1.65% plus the greater of (1) the index floor of 1.25% or (2) the Bloomberg Short-Term Bank Yield Index rate (BSBY rate). The effective interest rate at June 30, 2024, was 7.04%. As of and for the year ended June 30, 2024, there were no outstanding borrowings on the revolving line of credit agreement. The revolving line of credit agreement expires on November 1, 2024.

Note 7. Employee Benefit Plans

QQS participates in a defined contribution pension plan, the Qlarant Money Purchase Pension Plan, covering substantially all of its employees. QQS contributes 10% of each covered employee's eligible compensation, including eligible bonuses and excluding compensation paid for vacation time earned but not taken as vacation. Participants are prohibited from making contributions. Employees hired on or after July 1, 2003, are eligible after one full calendar year of service and vest at a rate of 25% annually over the four years following entry into the pension plan. Employer contributions were \$637,331 and \$539,472 for the years ended June 30, 2024 and 2023, respectively.

QQS employees also participate in the Qlarant 403(b) plan, where eligible employees may contribute up to 100% of eligible compensation up to the federal limit. There were no employer contributions to the 403(b) plan for the years ended June 30, 2024 and 2023.

Note 8. Medical Benefit Self-Insurance Program

QQS is self-insured for employee health insurance claims. The Plan has an annual stop-loss coverage of \$75,000 per claim. Plan expenses include claims incurred, as well as management's estimates of claims incurred but not reported. At June 30, 2024 and 2023, the portion of the accrual for claims incurred but not yet reported allocated to QQS by Qlarant based on covered employees was \$43,561 and \$102,860, respectively, and the related expense was \$796,061 and \$842,989, respectively, which is recorded as a component of fringe benefits in the accompanying statements of activities.

Note 9. Leases

QQS has entered into various noncancelable leases for property and equipment for its program services and for its office spaces expiring at various dates through July 2028. Several of the leases contain options to renew for varying periods. In addition, certain leases contain termination options where the rights to terminate are held by either QQS, the lessor or both parties. These options to extend or terminate a lease are included in the lease terms when it is reasonably certain that QQS will exercise that option. QQS's operating leases generally do not contain any material restrictive covenants or residual value guarantees.

Operating lease ROU assets and lease liabilities as of June 30, 2024 and 2023, consisted of the following:

	2024	2023
Assets:		
Operating lease assets	\$ 399,027	\$ 489,720
Liabilities:		
Operating lease liabilities	\$ 408,193	\$ 493,184

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 9. Leases (Continued)

The components of lease cost for the years ended June 30, 2024 and 2023 are as follows:

	2024	2023
Operating lease cost	\$ 90,693	\$ 80,824
Total lease cost	<u>\$ 90,693</u>	<u>\$ 80,824</u>

The lease term and discount rate for operating leases are as follows at June 30, 2024 and 2023:

	2024	2023
Weighted-average remaining lease term for operating leases	4.02 years	5.02 years
Weighted-average discount rate for operating leases	3.47%	3.47%

Future undiscounted cash flows and reconciliation to the operating lease liabilities recognized on the accompanying statement of financial position as of June 30, 2024, is as follows:

Years ending June 30:		
2025		\$ 104,808
2026		107,973
2027		111,189
2028		114,480
2029		<u>2,700</u>
Total minimum obligations		441,150
Less imputed interest		<u>(32,957)</u>
Present value of lease liabilities		<u>\$ 408,193</u>

Note 10. Fair Value Measurements

QQS has adopted guidance issued by the FASB which defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined as assumptions that market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy are described below:

Level 1: Unadjusted quoted prices in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of investments included in Level 1 include listed mutual funds.

Level 2: Inputs other than quoted prices within Level 1 that are observable for the asset or liability, either directly or indirectly; and fair value is determined through the use of models or other valuation methodologies. Investments which are generally included in this category include certificates of deposit, corporate loans, less liquid, restricted equity securities and certain corporate bonds and over-the-counter derivatives. A significant adjustment to a Level 2 input could result in the Level 2 measurement becoming a Level 3 measurement.

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 10. Fair Value Measurements (Continued)

Level 3: Inputs are unobservable for the asset or liability and include situations where there is little, if any, market activity for the asset or liability. The inputs into the determination of fair value are based upon the best information in the circumstances and may require significant management judgment or estimation. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases an investment's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. QQS's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the investment.

The following section describes the valuation techniques used by QQS:

Level 1: Unadjusted quoted prices in active markets for identical assets that the reporting entity has the ability to access at the measurement date.

Level 2: Observable market-based inputs or unobservable inputs corroborated by market data at the measurement date.

Level 3: QQS has no Level 3 financial instruments as of June 30, 2024 or 2023.

The table below presents the balances of assets measured at fair value on a recurring basis by level within the hierarchy as of June 30, 2024:

	Total	Level 1	Level 2	Level 3
Mutual funds:				
Intermediate bond funds	\$ 1,465,564	\$ 1,465,564	\$ -	\$ -
TIP bond funds	505,893	505,893	-	-
International bond funds	185,344	185,344	-	-
Large cap equity funds	1,523,246	1,523,246	-	-
Real estate funds	478,919	478,919	-	-
Small cap equity funds	359,214	359,214	-	-
International equity funds	724,060	724,060	-	-
Energy/natural resources funds	504,566	504,566	-	-
Foreign small-mid growth funds	127,323	127,323	-	-
Short term bond funds	1,092,452	1,092,452	-	-
Exchange traded funds	1,090,149	1,090,149	-	-
Total investments at fair value	8,056,730	\$ 8,056,730	\$ -	\$ -
Cash, held at cost	158,533			
Total investments	<u>\$ 8,215,263</u>			

Qlarant Quality Solutions, Inc.

Notes to Financial Statements

Note 10. Fair Value Measurements (Continued)

The table below presents the balances of assets measured at fair value on a recurring basis by level within the hierarchy as of June 30, 2023:

	Total	Level 1	Level 2	Level 3
Mutual funds:				
Intermediate bond funds	\$ 1,277,345	\$ 1,277,345	\$ -	\$ -
TIP bond funds	498,933	498,933	-	-
International bond funds	185,720	185,720	-	-
Large cap equity funds	1,364,057	1,364,057	-	-
Real estate funds	408,685	408,685	-	-
Small cap equity funds	459,597	459,597	-	-
International equity funds	901,571	901,571	-	-
Energy/natural resources funds	452,264	452,264	-	-
Foreign small-mid growth funds	118,872	118,872	-	-
Short term bond funds	1,042,849	1,042,849	-	-
Exchange traded funds	651,577	651,577	-	-
Total investments at fair value	7,361,470	\$ 7,361,470	\$ -	\$ -
Cash, held at cost	145,547			
Total investments	\$ 7,507,017			

Note 11. Commitments and Contingencies

Litigation: QQS has certain pending legal proceedings that are, in the opinion of management, ordinary routine matters incidental to the normal business conducted by QQS. In the opinion of management, such proceedings are substantially covered by insurance, and the ultimate disposition of such proceedings is not expected to have a material adverse effect on QQS's financial position, activities or cash flows.

Federal contracts: QQS receives funds under federal contracts that are subject to annual audits and periodic reviews by grantor agencies. As such, there exists a contingent liability for potential questioned costs that may result from such audits and reviews. Amounts due to grantor agencies from such audits and reviews cannot be determined at this time and are not expected to have a material effect on the financial position of QQS.

Paycheck Protection Program promissory note: On April 23, 2020, QQS applied for and received a loan of \$901,800 pursuant to the Paycheck Protection Program (the PPP) under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was enacted on March 27, 2020. Proceeds were used to pay compensation and benefit costs in order to retain workers and to make mortgage interest payments, lease payments and utility payments. QQS applied for and received forgiveness of the entire loan amount and related accrued interest on June 14, 2021. The loan forgiveness is subject to audit by the Small Business Administration for a period of six years after forgiveness.

2025 Qlarant Quality Solutions, Inc. Board of Trustees
(as of 02/14/2025)

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Midgett S. Parker, Jr., Esq. Arnold Williams	



Menorca Collazo

Project Role: Director of Training and Communication

Education

North Shore Community College; Criminal Justice/Law Enforcement Administration, Criminalistics and Criminal Science; 1998 - 1999

Salem State University; Bachelor's in Sociology and Minor in Criminal Justice, Criminology; 2001 - 2002

Salem State University; Master's in Education, Sociology; Criminal Justice; 2005-2006

Experience

Qlarant, Inc.; Georgia

Jan 2009 – Present

Regional Manager and Training Manager

Oversee quality improvement reviews for Medicaid Waiver programs for the State of Georgia (Now and Comp).

- Manage 100% of the training and technical assistance department with creativity and enthusiasm.
- Interview, hire, and train employees; plan, assign, and direct work; appraise performance; promote leadership.
- Track and measure our adherence to the Center for Medicaid Services (CMS) performance standards and work with teams to create mitigation and action plans as necessary.
- Gather data and derive insights through rigorous analysis for process improvement.
- Develop, implement and coordinate training and auditing required to ensure we are operationalizing best practices.
- Spearhead effective engagement with process improvement, root cause analysis, and systems teams to align with requirements, work product, and priorities.
- Drive change management efforts for new metrics to include business process definition, communication, training plan, and end-user training.
- Resolve customer service concerns for English and Spanish-speaking clients.
- Strategically compliment data to lead change within and outside the organization. Assemble coalitions and councils with state agencies, community agencies, nonprofit and private sector organizations to achieve common goals.
- Reconcile budgets, manage risk, and develop an intervention to mitigate risk.
- Champion the Learning and Development team.
- Develop curricula and educational modules, for nationwide presentations and educational series, create customized educational programs, training courses and materials online courses, webinars, and live presentations.
- Train nationally on Person-Centered Thinking.
- Surpass project goals for over 10 years with 100% accuracy and quality.

Avita Community Partners, Georgia

January 2007 – February 2009

Director of Services

- Epitomized the Board and agency by reporting to local, State, and Federal governments and other organizations on all aspects of program operations.
- Prepared an annual operating budget and performance contract for mental



- health, intellectual disabilities and substance abuse services based on projected need and revises the budget and performance contract based on available resources.
- Monitored program revenue, expenditures, and negotiated time limited contracts with appropriate service providers of mental health, intellectual disabilities and substance abuse services as well as contracts for agency operations.
 - Ensured that agency operations were conducted in a cost effective manner, oversaw personnel operations, and conducted written performance evaluations.
 - Optimized ongoing programmatic needs assessments to determine mental health, intellectual disabilities and substance abuse service needs and recommended program priorities to the Board.
 - Collaboratively requisite policies and procedures related to the agency's programs in accordance with state and federal regulations.
 - Directed monitoring and evaluation activities to ensure that programs were in compliance with appropriate operational standards including licensing and evaluation standards of the Department of Behavioral Health and Developmental Services as well as with other applicable regulatory and funding agencies.
 - Directed day to day operations related to public administration as it relates to program, personnel and fiscal management, public and private mental health, developmental, and substance abuse service systems, national health practices including consolidation and integration of physical and behavioral health, management information systems, program planning, monitoring, program evaluation, managed care programming and implementation.
 - Handled public relations responsibilities, provided programmatic supervision of the Now, Comp waivers, Family Support and grants, and aid programs for individuals with intellectual disabilities, and dual diagnosed individuals with behavioral health diagnoses.
 - Created and maintained a high performance environment characterized by positive leadership with a strong team orientation.
 - As Deputy Director of Area Services/Developmental Disabilities (promoted within a year);
 - Prepared annual budget in accordance with agency guidelines and monitored expenditure for compliance.
 - Implemented new day and community programs/procedures to increase the quality of services.
 - Responsible for the administration and functionality of community and residential services.
 - Collaborated with staff on the progress towards defining, meeting and attaining agency goals.
 - Managed inter-agency agreements and ensured adequate service delivery and developed staff compliance trainings and company educational programs for staff.
 - Created incentives and teambuilding concepts to promote independence and leadership amongst staff and improve productivity goals.



**Commonwealth of Massachusetts; Massachusetts
Department of Developmental Services**

Sept. 1999 – Jan 2007

Department Manager, Manager of Human Coordination Bilingual

- Directed State Service Coordinators and Social Workers to carry out State department objectives utilizing knowledge of rules, regulations, procedures, and practices.
- Managed all family support for the service area.
- Oversaw budget for area office, consisting of 1.3 million dollars in area allocations utilizing Person- Centered Concepts.
- Supervised Multicultural and Bilingual services, Deaf Services, and Children.
- Conducted state and regional (over 500 employees) diversity training as part of the Governor's Diversity initiative.
- Handled performance reviews utilizing State review system, based on state regulations and policies and procedures.
- Collaborated with vocational rehabilitation programs on departmental and state goals.
- Managed residential and education services for children and adolescents with emotional behaviors and cognitive disabilities, as well as, court-involved adults and juveniles at risk/on probation.
- Collaborated with the Department of Education at all levels and judicial courts.
- Wrote, reviewed and approved Behavior Support Plans
- Managed Family Support budget for IDD and Autism programs.

Licenses and Certifications

Certified Professional Project Manager (CPPM) - Management & Strategy Institute

Lean Six Sigma Green Belt Certification - Management & Strategy Institute

Person Centered Thinking Mentor Trainer

Charting the LifeCourse Coach

Skills

Leadership • Staff development • Team building and Coaching • Project Management • Auditing and Monitoring • Business development • Contract management • Performance Management • Curriculum development • Technical Collaboration • Technical Assistance • Facilitation • Strategic Planning



RFP-2024-DLTSS-06-HCBSP
Home and Community Based Services
Person-Centered Planning Training

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: QLARANT QUALITY SOLUTIONS, INC.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Menorca Collazo, M.Ed., LSSGBC	Project Director	\$16,835	\$89,887
		\$0	\$0
		\$0	\$0
		\$0	\$0
		\$0	\$0
		\$0	\$0

ARC
35



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

September 6, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a contract with Qlarant Quality Solutions, Inc. (VC#299675), Easton, MD, in the amount of \$145,103 for the provision of training opportunities for New Hampshire Case Management and Service Coordination agencies, to ensure Home and Community-Based Services are provided in a manner consistent with Person-Centered Planning, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through March 31, 2025. 100% Federal funds.

Funds are available in the following account for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS: HHS: DLTSS-DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP-ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	TBD	\$145,103
			Total	\$145,103

EXPLANATION

The purpose of this request is to develop and provide Person-Centered Planning trainings to New Hampshire case management and service coordination agencies, clinicians, provider agencies, direct support professionals and individuals and families being served by the Home and Community-Based Services system. The trainings are intended to improve person-centered planning services to individuals and their families and also increasing the competencies of personnel providing services. Through in-person, virtual and hybrid trainings, the contract will facilitate growth of key competencies for provider agency personnel.

The population to be served includes New Hampshire service coordination and case management entities, clinicians, provider agencies, direct support professionals and individuals and families being served by the Home and Community-Based Services system. The Contractor will be responsible for developing and providing the following trainings:

- Providing twenty-four (24) in-person and six (6) webinar live training sessions for case management and service coordination agencies, through an online training modality;
- Providing twenty-four (24) webinar live training sessions for providers and clinicians, through an online training modality;
- Providing twenty-four (24) in-person and six (6) webinar live training sessions, inclusive of self-paced online trainings, for individuals receiving services and families; and
- Recorded versions of training modules for individuals unable to attend a live session through an online training modality.

The Department will monitor services by:

- Reviewing monthly reports from the Contractor, to ensure tasks and activities are delivered in accordance with the Department-approved Work Plan;
- Reviewing quarterly reports generated by the Contractor, to ensure registration and attendance data, curriculum/topics developed, and evaluation results are satisfactory;
- Reviewing pre- and post-training surveys to gauge consumer satisfaction.

The Department selected the Contractor through a competitive bid process using a Request for Proposals that was posted on the Department's website from April 9, 2024, through May 10, 2024. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

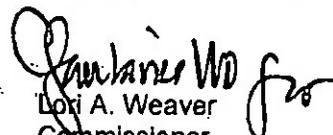
Should the Governor and Council not authorize this request, the target populations will not be able to access a statewide comprehensive person-centered planning training, and federal funding allocated to this initiative will not be utilized.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.778

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

Respectfully submitted,


Lori A. Weaver
Commissioner

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFP-2024-DLTSS-06-HCBSP

Project Title Person-Centered Planning Training

	Maximum Points Available	DIVERSITY OUTREACH SERVICES	QLARANT	SUPPORT DEVELOPMENT ASSOCIATES	UNH CENTER ON AGING AND COMMUNITY LIVING	
Technical						
Q1 - Ability/Work Plan	250	150	240	200	225	
Q2 - Experience Providing Training	150	75	143	130	140	
Q3 - Evaluating Impact - Pre/Post Training Assessments	100	25	90	85	90	
Q4 - Capacity/Staffing Plan	150	65	140	125	140	
Q5 - Access to Trainings/Stakeholder Engagement	100	27	85	80	82	
		0	0	0	0	
		0	0	0	0	
Subtotal - Technical	750	342	698	620	677	
If a Vendor fails to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.						
Cost						
Vendor Cost	200	XXX	200	36	69	
Vendor Budget Evaluation	50	XXX	35	20	28	
Subtotal - Cost	250	XXX	235	56	97	
TOTAL POINTS	1000	342	933	676	774	
TOTAL PROPOSED VENDOR COST		XXXX	\$145,103	\$803,839	\$418,635	

Reviewer Name

1 Thom O'Connor

2 Kara Washam

3 Jennifer Barrington

4 Abby Conger

5 _____

Title

Administrator III

Grants Administrator

Business Administrator III

ADRC Administrator

Subject: RFP-2024-DLTSS-06-HCBSP-01 HCBS Person-Centered Planning Training

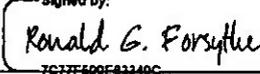
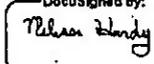
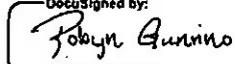
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Qlarant Quality Solutions, Inc.		1.4 Contractor Address 28464 Marlboro Avenue Easton, MD 21601	
1.5 Contractor Phone Number 410-770-8332	1.6 Account Unit and Class TBD	1.7 Completion Date March 31, 2025	1.8 Price Limitation \$145,103
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by:  Date: 9/5/2024		1.12 Name and Title of Contractor Signatory Ronald G. Forsythe CEO	
1.13 State Agency Signature DocuSigned by:  Date: 9/6/2024		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/6/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13. ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Home and Community-Based Services Person-Centered Planning Training**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3., as follows:
 - 3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:
 - 12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Home and Community-Based Services Person Centered Planning Training
EXHIBIT B**

Scope of Services

1. Statement of Work

- 1.1. The Contractor must develop, coordinate and administer Home and Community Based Services (HCBS) Person-Centered Planning (PCP) training sessions designed to improve services to individuals and the competencies of personnel providing services.
- 1.2. The Contractor must make all trainings available to: case management (CM) and service coordination (SC) agencies; clinicians; provider agencies; direct support professionals (DSPs); and individuals and families being served through the HCBS system.
- 1.3. The Contractor must ensure training sessions are available statewide.
- 1.4. The Contractor must demonstrate a training design, in collaboration with the Department, which includes knowledge and expertise related to PCP services, and connections with other State and local programs, including, but not limited to:
 - 1.4.1. Employing the following four (4) phases of activity to meet the requirements of this Agreement:
 - 1.4.1.1. Discovery;
 - 1.4.1.2. Development;
 - 1.4.1.3. Training; and
 - 1.4.1.4. Post-training.
 - 1.4.2. Providing twenty-four (24) in-person and six (6) webinar live training sessions for CM/SC agencies, through an online training modality;
 - 1.4.3. Providing twenty-four (24) webinar live training sessions for providers and clinicians, through an online training modality;
 - 1.4.4. Providing twenty-four (24) in-person and six (6) webinar live training sessions, inclusive of self-paced online trainings, for individuals receiving services and/or their families; and
 - 1.4.5. Providing recorded versions of training modules for individuals unable to attend a live session through an online training modality.
- 1.5. The Contractor must provide a series of remote webinars to community partners, in order to integrate strong experiential learning and hands-on practical applications throughout the training based on process standards, including, but not limited to:
 - 1.5.1. CMs/SCs;
 - 1.5.2. Service Providers;
 - 1.5.3. Clinicians;
 - 1.5.4. Individuals receiving services/Families; and
 - 1.5.5. Department leadership.

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- 1.6. The Contractor must facilitate growth of key competencies for provider agency personnel.
- 1.7. The Contractor must develop the following PCP initiatives, including, but not limited to:
 - 1.7.1. National and state standards related to person-centered practices;
 - 1.7.2. Trainings which emphasize voice and choice for individuals aging in the community, including individuals accessing Choices for Independence (CFI) waiver services, individuals with physical disabilities, IDD and/or ABD;
 - 1.7.3. Supported Decision-Making;
 - 1.7.4. HCBS: Settings Rule and Person-Centered Supports;
 - 1.7.5. Putting Person-Centered Practices into Action: Developing Social Roles;
 - 1.7.6. Developing and Using a Pre-Individual Service Plan Process;
 - 1.7.7. Person-Centered Documentation;
 - 1.7.8. Informed Choice;
 - 1.7.9. How to Support Self-Determination;
 - 1.7.10. Empowering and Supporting Self-Advocacy; and
 - 1.7.11. Other training topics as determined by the Department.
- 1.8. The Contractor must collaborate with Department personnel to prioritize curricula design that integrates strong experiential learning and hands-on practical applications, in order to provide optimal levels of knowledge and skills development for training participants.
- 1.9. The Contractor must provide instructors/facilitators with learning, content area expertise and lived experience, who are qualified to effectively deliver both classroom learning and group/individual coaching on training content, in collaboration with, and as approved by the Department.
- 1.10. The Contractor must provide PowerPoints and other training materials developed to the Department for approval before use in training sessions.
- 1.11. The Contractor must develop and offer ongoing refresher courses for participants to maintain and/or strengthen skills.
- 1.12. The Contractor must ensure that trainings are provided statewide and must develop a plan to provide in-person, virtual, and/or hybrid training options, including recordings of each training for Department use.
- 1.13. The Contractor must utilize Methods to Ensure Competence, outlined in Table 3, below:

Methods to Ensure Competency	
Training Type	Details

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<p>In-Person Training</p>	<ul style="list-style-type: none"> • Focus-Driven: Clearly defined learning objectives allow learners to understand the specific knowledge and skills they are expected to master with clearly defined competencies. • Flexible Pacing: Participants progress at their pace, spending more time on challenging concepts and moving quickly through concepts they grasp more easily. This enables them to take ownership of their learning process and make progress according to their needs and abilities. • Personalized, Real-World (examples, scenarios) Learning Experiences and Testimony from People with Lived Experience: This method of learning supports personalized learning pathways, with instruction and support tailored to meet the unique needs of each learner, and encourages interactive learning experiences. • Assessment and Competency: Frequent knowledge checks, both formative and summative, measure the learner's progress toward mastering each competency. • Connected Learning Communities: Participants have visibility into what's happening around them, and are easily able to access resources and learning materials. They will have the opportunity to interact with peers and trainers to foster a learning community.
<p>Live Webinar Training</p>	<ul style="list-style-type: none"> • Focus-Driven: Clearly defined learning objectives allow learners to understand the specific knowledge and skills they are expected to master with clearly defined competencies. • Personalized, Real-World (examples, scenarios) Learning Experiences and Testimony from People with Lived Experience: This method of learning supports personalized learning pathways, with instruction and support tailored to meet the unique needs of each learner, and encourages interactive learning experiences. • Assessment and Competency: Frequent knowledge checks, both formative and summative, measure the learner's progress toward mastering each competency. • Connected Learning Communities: Participants have visibility into what is happening around them, and are easily able to access resources and learning materials. They will have the opportunity to interact with peers and trainers to foster a learning community.
<p>Self-Paced Training</p>	<ul style="list-style-type: none"> • Focus-Driven: Clearly defined learning objectives allow learners to understand the specific knowledge and skills they are expected to master with clearly defined competencies. • Personalized, Real-World (examples, scenarios) Learning Experiences and Testimony from People with Lived Experience: This method of learning supports personalized learning pathways, with instruction and support tailored to meet the unique needs of each learner, and encourages interactive learning experiences.

1.14. The Contractor must develop a plan that ensures basic learning principles are in place depending on the learning styles and needs of audience participants.

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- 1.15. The Contractor must present cases for discussion, if applicable, and ensure all of the information in each case is de-identified and does not contain PHI and/or PII and does not disclose any information that would allow for constructive identification.
- 1.16. The Contractor must record and disseminate recommendations from case-based discussions that do not include any PHI or PII and do not contain any information allowing for constructive identification.
- 1.17. The Contractor must ensure all written, video, and audio materials produced or purchased under the contract have prior approval from the Department before printing, production, distribution, or use.
- 1.18. The Contractor must attend a kickoff meeting with the Department, within thirty (30) days of contract approval by the Governor and Executive Council, to review the following critical elements, including, but not limited to:
 - 1.18.1. Work Plan and timelines;
 - 1.18.2. Learning Management System (LMS);
 - 1.18.3. Training workflow;
 - 1.18.4. Communication plan; and
 - 1.18.5. Regular meeting and report schedules.
- 1.19. The Contractor must provide training announcements, registration, learning materials, and administrative and technology support for training sessions.
- 1.20. The Contractor must provide online event registration, and must:
 - 1.20.1. Send e-mail notifications to all participants at least three weeks prior to training events, including the registration link to track attendance;
 - 1.20.2. Ensure individuals receive a training link to access codes to log into the training;
 - 1.20.3. Ensure virtual attendees receive a completion certificate.
- 1.21. The Contractor must, when using online training modalities, use technology that is easily accessible by individuals with limited technology skills, and provide technical support when individuals need assistance with using the technology.
- 1.22. The Contractor must develop and disseminate pre- and post-training Satisfaction and Engagement surveys, in order to collect feedback from participants to evaluate the overall effectiveness and value gained from the educational sessions.
- 1.23. The Contractor must develop and implement promotional materials that ensure the covered populations have the information necessary to enroll as participants in the offered trainings.
- 1.24. The Contractor must ensure accommodations are made for individuals with speech, language, and visual needs, in accordance with Section 508 federal

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compliance requirements.

- 1.25. The Contractor must review results of the case management assessment and training project conducted by Human Services Research Institute (HSRI), which identifies specific training needs for CMs and SCs.
- 1.26. The Contractor must utilize resources from the National Center on Advancing Person-Centered Practices and Systems (NCAPPS) to help inform and provide supplemental resources for the development of training.
- 1.27. The Contractor must collaborate with stakeholders identified by the Department to inform the scope of training, including but not limited to:
 - 1.27.1. Case Management entities;
 - 1.27.2. Area Agency System;
 - 1.27.3. Aging and Disability Resource Centers;
 - 1.27.4. Statewide Risk Management Committee; and
 - 1.27.5. Other entities as approved by the Department.
- 1.28. The Contractor must provide a transition and sustainability training plan in collaboration with the Department, to ensure continued access to training content.
- 1.29. The Contractor must work with the Department on logistics for developing trainings, including dissemination of training materials.
- 1.30. The Contractor must provide and maintain all required materials and equipment used for all trainings and events.
 - 1.30.1. Materials must be prepared and delivered in advance, and any equipment set up and tested, to ensure trainings begin on time.
- 1.31. The Contractor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.32. The Contractor must collaborate with the Department to finalize the Work Plan in 1.34., within thirty (30) days of the contract effective date, which must include, but is not limited to:
 - 1.32.1. All proposed activities;
 - 1.32.2. Individuals responsible for each part of the plan;
 - 1.32.3. A schedule of activities; and
 - 1.32.4. Measurable performance goals or indicators.
- 1.33. The Contractor must begin implementation immediately upon receipt of Department approval of the Work Plan.
- 1.34. Work Plan

Implementation of New Hampshire Home and Community Based Services Person-Centered Planning Training
Operations

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Key Deliverable	Milestone	Estimated Timeline	Resource Name
Kick Off Meeting	Initial Kick-Off Meeting with New Hampshire Department of Health and Human Services (Department)	Within the first five days of contract Effective Date	Department personnel, Qlarant's Vice President and Project Director
Project Plan Approval	Refine the project plan based on feedback from Kick Off Meeting and send first draft to the Department	Within five business days of the contract Effective Date	Qlarant's Vice President and Project Director
	Department will review the project plan and submit back to Qlarant	Five business days after the project plan is submitted	Department personnel
Communication Plan	Update project plan and submit final plan to the Department	Five business days after feedback on the project plan is received from the Department	Qlarant's Project Director
	Refine the communication plan based on feedback from Kick Off Meeting and send first draft to the Department	Within five business days of the contract Effective Date	Qlarant's Project Director
	Department will review the communication plan and submit back to Qlarant	Five business days after the project plan is submitted	Department personnel
HCBS Community Partner Workgroup Development	Update communication plan and submit final plan to the Department	Five business days after feedback on the project plan is received from the Department	Qlarant's Project Director
	Solicit potential members of the work group	Within five business days of the contract Effective Date	Qlarant's Project Director
Report Template Development	Schedule the first meeting with the workgroup	Within 30 days of the contract Effective Date	Qlarant's Project Director
	Qlarant will develop the format for the monthly and quarterly reports and submit to for review and approval	Within 15 days of the contract Effective Date	Qlarant's Vice President and Project Director
	Department will review the report formats and submit back to Qlarant	Five business days after the report formats are submitted	Department personnel
	Submit the first monthly report	Within 10 days after the first month	Qlarant's Project Director
	Submit the first quarterly report	Within 10 days after the first quarter	Qlarant's Project Director
Key Deliverable	Milestone	Estimated Timeline	Resource Name
Develop Outline for Content of a Training Module	Develop draft training module outline and submit to the workgroup	Up to two weeks after the training topic is approved by the Department	Qlarant's Project Director and SMEs
	Workgroup reviews the outline and submits feedback	Up to two weeks	Workgroup
	Update the outline based on feedback	Up to five business days	Qlarant's Project Director and SMEs
Develop Training Module Content	Develop the training module, including script, knowledge checks, quizzes, pre- and post-tests, etc. and submit it to the workgroup	Up to three weeks	Qlarant's Project Director and SMEs
	Workgroup reviews the training module and submits feedback	Up to two weeks	Workgroup and Department personnel
	Update the training module based on feedback and submit the updated training module to Department for final review and approval	Up to two weeks	Qlarant's Project Director and SMEs
	Department conducts final review of the training module	Up to two weeks	Department personnel
	Receive any updates from Department; make necessary modifications and submit to Department for final approval	Up to five business days	Qlarant's Project Director and SMEs
	Department conducts final review and approval of the training module	Up to five business days	Department personnel

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Deployment of E-Learning Training Module	Course is loaded in Qlarant's Learning Management System and tested	Up to five business days	Qlarant's Manager of Corporate Training and team
	Course is made available to learners	One business day	Qlarant's Manager of Corporate Training and team
Conduct live in-person training sessions	Develop schedule to conduct the in-person trainings	One month prior to the first training session	Qlarant's Project Director and Department personnel
	Deploy the registration site	At least three weeks prior to the first scheduled training	Qlarant's Manager of Corporate Training and team
	Begin live in-person sessions	Within 120 days after contract effective date	Qlarant's Project Director and SME
Conduct live webinar sessions	Develop schedule to conduct these web-based trainings	after the first week of certification of the first Independent Facilitated Training	Qlarant's Project Director and Department personnel
	Deploy the registration site	after the first week of certification of the first Independent Facilitated Training	Qlarant's Project Director
	Begin live sessions	Within 120 days after contract effective date	Qlarant's Project Director and SME
Development of satisfaction survey to determine satisfaction of the training modules	Develop draft satisfaction survey for participants and submit to the Department for review	Within 60 days of contract effective date	Qlarant's Project Director and SME
	Department will review and provide feedback on the satisfaction tools	Within five business days of submission of the satisfaction survey	Department personnel
	Receive any updates from Department, make necessary modifications and submit to Department for final approval	Within five business days of receipt of the feedback on the satisfaction surveys	Qlarant's Project Director and SME
	Department conducts final review and approval of the satisfaction surveys	Within five business days of receipt of the final draft of the satisfaction surveys	Department personnel

2. Reporting

2.1. The Contractor must submit monthly reports, within ten (10) days of the end of each month, to ensure tasks and activities are delivered in accordance with the Work Plan, including:

2.1.1. Progress on development of training sessions, including, but not limited to:

2.1.1.1. Updates on the Work Plan tasks and key milestones completed for the month;

2.1.1.2. A summary of the key work performed during the monthly period;

2.1.1.3. Encountered and foreseeable key issues and problems, partnered with mitigation strategies; and

2.1.1.4. Scheduled work for the upcoming period, including progress on the Work Plan.

2.1.1.5. Results of Pre- and post-training surveys, including, but not limited to:

2.1.1.5.1. Total number of answers scored;

2.1.1.5.2. Total number of correct answers;

2.1.1.5.3. Percent of accurate scores;

2.1.1.5.4. Average number of attempts to pass the post-test; and

2.1.1.5.5. Questions most often answered incorrectly by participants.

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- 2.2. The Contractor must submit quarterly Reports to the Department, which include, but are not limited to:
- 2.2.1. Registration and attendance data for each training session;
 - 2.2.2. Curriculum/topics developed, updated or worked on, and evaluation results for each quarter, which are specifically linked to performance outcomes;
 - 2.2.3. The fields and roles in which the attendees work;
 - 2.2.4. Satisfaction evaluation results for each quarter; and
 - 2.2.5. Recommendations to improve the overall training process and modules, if any.
- 2.3. The Contractor may be required to provide additional key data in a format and at a frequency specified by the Department.
- 2.4. Background Checks
- 2.4.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 2.4.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 2.4.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 2.4.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 2.5. Confidential Data
- 2.5.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
 - 2.5.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide

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attestations upon Department request.

2.6. Privacy Impact Assessment

2.6.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 2.6.1.1. How PII is gathered and stored;
- 2.6.1.2. Who will have access to PII;
- 2.6.1.3. How PII will be used in the system;
- 2.6.1.4. How individual consent will be achieved and revoked; and
- 2.6.1.5. Privacy practices.

2.6.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

2.7. Department Owned Devices, Systems and Network Usage

2.7.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement must:

- 2.7.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 2.7.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so

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- 2.7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 2.7.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 2.7.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 2.7.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 2.7.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 2.7.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 2.7.1.9. Agree when utilizing the Department's email system:
 - 2.7.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 2.7.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 2.7.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

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2.7.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

2.7.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

2.7.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

2.7.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

2.7.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

2.7.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

2.7.2. Workspace Requirement

2.7.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2.8. Contract End-of-Life Transition Services

2.8.1. General Requirements

Initials
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- 2.8.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 2.8.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 2.8.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 2.8.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
- 2.8.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the

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Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

2.8.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

2.8.2. Completion of Transition Services

2.8.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

2.8.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

2.8.3. Disagreement over Transition Services Results

2.8.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2.9. Website and Social Media

2.9.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

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2.9.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

2.9.3. State of New Hampshire's Website Copyright

2.9.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

3. Exhibits Incorporated

- 3.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 3.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 3.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

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and expenditure requirements under this Agreement so as to achieve compliance therewith.

4.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

4.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

4.3. Credits and Copyright Ownership

4.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

4.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

4.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

4.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4.4. Operation of Facilities: Compliance with Laws and Regulations

4.4.1. In the operation of any facilities for providing services, the Contractor must 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

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must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

5. Records

- 5.1. The Contractor must keep records that include, but are not limited to:
 - 5.1.1. Books, records, documents and other electronic or physical 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.
 - 5.1.2. All records must 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.
 - 5.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 5.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 5.3. If the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Home and Community-Based Services Person Centered Planning Training**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds.
 - 1.1.1. Section 9817 of the American Rescue Plan Act (ARPA) of 2021, as awarded in Spring 2022, by the Center for Medicaid Services (CMS), ALN# 93.778.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR §200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B, Scope of Work, and in accordance with the Deliverable Schedule in Section 3.1., below:
 - 3.1. Deliverable Schedule

Deliverable	Due Date	Payment	Deliverable Documentation
Discovery Phase: Start up, Workgroup Start up, Research	Within thirty (30) days of Governor and Council approval	\$13,694	Progress Report and Outcomes (includes project plan updates, evaluations, reports)
Development Phase: Training Module Development for each type, Workgroup	Within ninety (90) days of Governor and Council approval	\$21,536	Progress Report and Outcomes (includes project plan updates, evaluations, reports)
Training Phase: Case Management Training / Unit Rate (24 Live In Person Sessions, 24 Live Surveys)	March 31, 2025	\$43,704	Attendance sheets and reports.
Training Phase: Direct Service Providers Training / Unit Rate (24 Live Webinar Sessions)	March 31, 2025	\$18,840	Attendance sheets and reports.
Training Phase: Individuals & Guardians Training / Unit Rate (1 eLearning Module, up to 1,000 participants)	March 31, 2025	\$36,349	Attendance sheets and reports.

New Hampshire Department of Health and Human Services
Home and Community-Based Services Person Centered Planning Training

EXHIBIT C

Post Training Phase: Reports & Meetings / Quarterly Unit Rate: \$3,660	September 2024, December 2024, March 2025	\$10,980	Report on Outcomes (includes project plan updates, post-evaluations)
Total		\$145,103	

- 3.2. Due Dates in the Deliverable Schedule in 3.1. may be subject to change with Department approval.
- 4. The Contractor shall submit invoices within thirty (30) days of the Deliverable due dates listed in the Deliverable Schedule in 3.1. above for payment of Department-accepted and -approved Deliverables in accordance with the Deliverable Schedule. The Contractor shall ensure each invoice:
 - 4.1. Includes identification of the completed Deliverable(s), Deliverable(s) due date(s), Deliverable(s) completion date(s), and Deliverable(s) acceptance date(s);
 - 4.2. Include an electronic signature, and Deliverable documentation, and is emailed to bdsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 5. Upon acceptance of a Deliverable by the Department, and a properly documented invoice, the Department shall make payment to the Contractor within thirty (30) days of receipt of each approved invoice.
- 6. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 7. Audits
 - 7.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 7.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

**New Hampshire Department of Health and Human Services
Home and Community-Based Services Person Centered Planning Training**

EXHIBIT C

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- 7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 7.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 7.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The Contractor's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. 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;

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Federal Requirements

Contractor's Initials NSP
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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract 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 Agreement;
 - 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. 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
 - 1.6.2. 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;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

Initial
RF

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: 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 Byrd Anti-Lobbying Amendment (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

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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions; see <https://omb.report/ocr/201009-0348-022/doc/20388401>
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, 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.

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Exhibit D
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Contractor's Initials RGF
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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. Have not within a three-year period preceding this proposal (Agreement) 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;
 - 11.3. 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
 - 11.4. 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.
12. 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

13. By signing and submitting this lower tier proposal (Agreement), 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:
 - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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Federal Requirements

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. 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.

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Contractor's Initials
Date 9/5/2024

Initial
RGF

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee 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 UEI (SAM.gov) number for your entity is: Z9EFQTHVYNT7
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 Name: qlarant quality solutions

9/5/2024
Date: _____

Signed by:
Ronald G. Forsythe
Name: Ronald G. Forsythe
Title: CEO

Initial
RGF

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV, A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination, and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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- security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the 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 post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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 of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

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Business Associate Agreement

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in Law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA 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 BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

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The State

Name of the Contractor

DocuSigned by: Melissa Hardy 1323A24040DF40C...

Signed by: Ronald G. Forsythe 7677F500E63240C...

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Ronald G. Forsythe

Name of Authorized Representative

Name of Authorized Representative

Director, DLTSS

CEO

Title of Authorized Representative

Title of Authorized Representative

9/6/2024

9/5/2024

Date

Date

Exhibit F

Contractor Initials

Initial RGF

Date 9/5/2024