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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MEDICAID SERVICES

Lori A. Weaver
Commissioner

Henry D. Lipman
Director

129 PLEASANT STREET, CONCORD, NH 03301
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June 2, 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 Medicaid Services, to enter into a competitively-bid contract with Fairbanks LLC VC #525847, Long Grove, IL, in the amount of \$684,825 to provide technical assistance and operational support to the Department in the administration of the Medicaid to Schools program and support the transition of Medicaid claiming methodology for schools from the in-kind reimbursement model to a Certified Public Expenditure reimbursement model, with the option to renew for up to three (3) additional years, effective July 1, 2025, upon Governor and Council approval through June 30, 2027. 100% Federal Funds.

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-47-470010-4258 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV MEDICAID SERVICES, DIVISION OF MEDICAID SERVICES, MTS GRANT AWARD FIN ADMIN

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svc	47000066	\$418,925
2027	102-500731	Contracts for Program Svc	47000066	\$265,900
			Total	\$684,825

EXPLANATION

The goal of the Medicaid to Schools program in New Hampshire is to ensure that students are provided medically necessary services during the school day that enable each student to receive their education. Medicaid to Schools enables Local Education Agencies (LEAs) to access federal funds for Medicaid-eligible students based on the costs of providing services to those students. The program helps cities and towns to manage their local education costs and helps defray some of the health-related costs that must otherwise be covered through the education budget. The LEAs receive all of the federal matching funds and determine how to reinvest those funds on a local level.

The services billed under the Medicaid to Schools program must be documented in an IEP, 504, or other health care plan and all services must be authorized by the student's parent or

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 3

guardian prior to delivery of the service. In addition, the student's parent or guardian must consent to Medicaid being billed. The school systems are required to provide these services to students. Without Medicaid to Schools, the LEA is responsible for 100% of the costs. Currently, under the Medicaid to Schools program, the LEAs bill NH Medicaid and receive fifty percent (50%) of the state's posted fee schedule rate through a financing model known as an in-kind model or methodology. The in-kind methodology is being sunset by the Centers for Medicare and Medicaid Services (CMS) in June 2026. In order to claim for federal matching funds, the state must transition to a compliant claiming methodology, known as a Certified Public Expenditure (CPE) financing methodology.

Under a CPE methodology, LEAs are required to prepare cost reports and participate in random moment time studies. LEAs will need tools and operational support to prepare cost reports and time studies. The CPE methodology is a cost-based, so that the LEAs will be able to recover 50% of their costs for medical services for Medicaid-eligible students, as opposed to 50% of the Medicaid fee-schedule, which may not cover costs.

The purpose of this request is for the Contractor to provide statewide technical assistance and operational support to the 174 LEAs and the Department to comply with the CMS regulatory and operational requirements necessary to transition the NH Medicaid program from the in-kind reimbursement model to a CPE reimbursement model by June 2026. The Department competed for and was chosen to receive \$2.5 million dollars in CMS grant funding to support the sustainability of the Medicaid to Schools program. The Department proposed utilizing the funds to procure an experienced contractor to support LEAs across the state to participate in the Medicaid to Schools program and support obtaining federal funding. Once the federal grant funds are expended, the Department will implement a percentage withhold on all Medicaid to Schools claims to sustain funding for contractor support.

The CPE model includes the annual submission of cost reports, the administration of random moment time studies, and implementation of Medicaid administrative claiming. Contractor deliverables will include providing tools and customer assistance to LEAs to support documentation and claiming for Medicaid coverable services, supporting key functions related to annual cost reporting and interim claiming, providing customer service to participating LEAs across the state throughout implementation of the new reimbursement model, and supporting the Department with the development of a program to protect the fiscal integrity of Medicaid to Schools. Operational support to the LEAs will include comprehensive and consistent training, assistance with developing the Medicaid to Schools provider manual and all other guidance documents, as well as provide a call center, available Monday through Friday each week. Currently, 174 LEAs are enrolled with NH Medicaid to obtain available School-Based Services funding.

The Department will monitor services through Contractor reports of quarterly sample reviews and key quality assurance metrics, including:

- A breakdown of the categories of questions and resolutions of issues received from LEAs on CPE, Medicaid administrative claiming, and random moment time studies;
- LEAs participating in CPE, Medicaid administrative claiming, and random moment time studies;
- Standard full-scope random moment time study reports;
- Annual claiming dollars achieved for LEAs; and
- Other reporting metrics as determined in collaboration with the Department.

The Department published a Request for Information (RFI) on the Department's website from September 12, 2024, through October 21, 2024. Subsequent to gathering information

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 3 of 3

through the RFI, the Department published a Request for Proposals (RFP) on the Department's website from December 17, 2024, through January 28, 2025. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

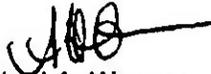
As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not be able to support the LEAs in claiming federal matching funds. The medical services required for students to obtain their education must still be provided. These medical services would need to be covered through local education budgets.

Area served: NH Local Education Agencies.

Source of Federal Funds: Assistance Listing Number 93.771, FAIN 2M2CMS331908.

Respectfully submitted,

FW

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-2023-DMS-02-MTSCB**

Project Title **Medicaid to Schools Financing**

	Maximum Points Available	EAG Gulf Coast, LLC. (parent company-Eisner Advisory Group LLC)	Fairbanks LLC	Public Consulting Group (PCG)	Sivic Solutions Group, LLC
Technical					
Experience Implementing CPE, MAC and RMTS (Q1)	65	35	50	60	45
Experience with NH Education System (Q2)	10	2	1	8	9
Vendor RMTS Implementation Guides and Sample Cost Collection Reports Currently in Use in Another State (Q3)	130	50	110	105	105
Limiting burden on LEAs (Q4)	60	45	50	52	50
Vendor Training, Procedure Manuals, Reporting, etc. (Q5)	130	68	100	110	112
Client State Non-Compliance Audit Findings (Q6)	30	20	25	12	20
Work Plan (Q7)	130	79	110	115	110
Flow Chart and Explanation of LEA Processes (Q8)	60	38	48	48	51
Claiming Withhold for Ongoing Operations Long Term (Q9)	30	20	30	10	25
Training Plan (Q10)	130	83	110	95	115
Client State Average Volume of Technical Assistance Requests in Year One of CPE Implementation (Q11)	40	10	30	25	15
Staffing Plan - (Q12)	200	100	140	97	153
LEA Cost Report Desk Reviews (Q13)	130	95	123	105	100
LEA Program Enrollment Technical Assistance (Q14)	60	50	55	40	53
Software/Technology Components (Q15)	130	100	110	112	114
Existing Client States' Technology Solutions (Q16)	65	50	55	40	56
Subtotal - Technical	1400	845	1147	1034	1133

If a Vendor fails to achieve the minimum Technical score as stated within the RFP, it will receive no further consideration by the evaluation team and the Vendor's Cost Proposal will remain unopened.

Cost					
Vendor Cost	400	276	400	299	283
Vendor Budget Evaluation	150	95	115	75	95
Vendor Cost - Additional Services at Department's Option (Subsection 2.2 only) (Appendix	50	0	50	0	0
Subtotal - Cost	600	371	565	374	378
TOTAL POINTS	2000	1216	1712	1408	1511

Total Required Services Costs	\$990,975	\$684,825	\$917,080	\$967,973
Total Optional Services Costs	\$224,750	\$0	\$159,600	\$231,816
Total Cost Combined	\$1,215,725	\$684,825	\$1,076,680	\$1,199,789

Reviewer Name
1 Jordan McCormick
2 Jody Farwell
3 Christy Roy
4 Olivia May
5 Ann Driscoll
6 Lisa Home
7 Jeanette Souther

Title
Director of Medicaid Policy and Clinical Programs
Medicaid State Plan Administrator
Medicaid Finance
Director of Medicaid Enterprise Development
Medicaid Rate Setting
Assistant Director of Special Services with SAU 25
Executive Director, Monarch School of New England

Subject: Medicaid to Schools Financing (RFP-2025-DMS-02-MTSCH-01)

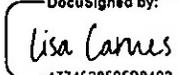
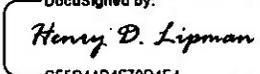
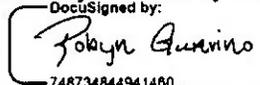
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Fairbanks LLC		1.4 Contractor Address 3880 Salem Lake Drive, Suite A Long Grove, IL 60047	
1.5 Contractor Phone Number (312) 450-6382	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$684,825
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 6/4/2025 <small>477453859588402...</small>		1.12 Name and Title of Contractor Signatory Lisa Carnes Principal	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 6/4/2025 <small>CF5D44D4F70D4E4...</small>		1.14 Name and Title of State Agency Signatory Henry D. Lipman Medicaid Director	
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) <small>DocuSigned by:</small> By:  On: 6/6/2025 <small>748734844941460...</small>			
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.

Contractor Initials 
Date 6/7/2025

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
Medicaid to Schools Financing**

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 deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to three (3) 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.

1.3. Paragraph 14, Insurance, Subparagraph 14.1.1, is modified to read:

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; cyber liability insurance in an amount not less than \$2,500,000 claim/aggregate; and

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide technical assistance and operational support to the Department in administration of the Medicaid School-Based Services program, locally known as 'Medicaid to Schools' (MTS), and lead the transition from an in-kind reimbursement model to a Certified Public Expenditure (CPE) model, including Medicaid administrative claiming.
- 1.2. The Contractor must provide operational support and program assistance to participating NH Licensed Education Agencies (LEAs) statewide on the requirements of the State's Medicaid to Schools program.
- 1.3. For the purposes of this Agreement, all references to business days and hours refer to Monday through Friday, 8:00 AM to 4:00 PM.
- 1.4. Program Development – Contract Year 1
 - 1.4.1. The Contractor must collaborate with the Department and other key stakeholders through a series of structured meetings to acquire a comprehensive understanding of the State's CPE model requirements. Discussions will focus on:
 - 1.4.1.1. Identifying programmatic and regulatory needs for the Department to comply with federal laws and regulations for the CPE methodology;
 - 1.4.1.2. Aligning with the Department's vision and goals; and
 - 1.4.1.3. Setting clear milestones for the development of:
 - 1.4.1.3.1. Random Moment Time Study Implementation Plan;
 - 1.4.1.3.2. State Plan Amendment (SPA); and
 - 1.4.1.3.3. Medicaid to Schools program implementation.
 - 1.4.2. In collaboration with the Department, the Contractor must develop an LEA Program Participation Agreement template for the provision of MTS that defines goals, responsibilities, and compliance requirements. The agreement template must meet New Hampshire's specific MTS program needs while ensuring adherence to federal guidelines, as well as protect the fiscal integrity of the program by clearly and succinctly articulating the MTS program requirements.
 - 1.4.3. The Contractor must provide technical assistance and consultation to the Department for the following:
 - 1.4.3.1. Drafting the Medicaid State Plan Amendments and white papers relative to the CPE model including Random Moment Time Study (RMTS) Implementation Plan, Medicaid Administrative Claiming, and (MAC); and

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

- 1.4.3.2. Other regulatory documents necessary to transitioning NH LEAs to the CPE model for submission to the Centers for Medicare and Medicaid Services (CMS) for an effective date of July 1, 2026.
- 1.4.4. The Contractor must, in collaboration with the Department, engage with CMS to respond to any questions from CMS and modifications required to obtain approval of all of the documents as outlined in 1.4.3.2 above.
- 1.4.5. RMTS Implementation
 - 1.4.5.1. The Contractor must develop a RMTS survey designed to reduce the risk of LEA staff providing insufficient or inaccurate information during the time study. The survey must ensure that the time study includes built-in data quality checks that occur throughout the process to ensure the RMTS screens are accurately completed to ensure accurate and timely completion of time studies.
 - 1.4.5.2. The Contractor must collaborate with the Department to determine the appropriate sample size that best meets the needs of the MTS program for LEAs to maintain 85% compliance with RMTS participation in accordance with CMS guidance.
 - 1.4.5.3. The Contractor must provide comprehensive training for LEA administrative staff on all aspects of the RMTS process to support compliance.
- 1.4.6. MTS Financial Reporting
 - 1.4.6.1. The Contractor must design a Financial Reporting process for the Department's approval that accomplishes the following four (4) objectives:
 - 1.4.6.1.1. Meet the requirements of 2 C.F.R. Part 200;
 - 1.4.6.1.2. Report financial information in a format that facilitates the application of the Time Study results;
 - 1.4.6.1.3. Minimize time spent by financial personnel to meet the reporting requirements and provide assurance of the accuracy of submitted data; and
 - 1.4.6.1.4. Enable LEAs to pursue Medicaid reimbursement for reimbursable administrative activities.
 - 1.4.6.2. The Contractor must allow LEAs to utilize its financial reporting tools and associated manuals to collect and report specific quarterly cost data.
 - 1.4.6.3. The Contractor must provide financial reporting training to participants.
 - 1.4.6.4. The Contractor must answer questions and provide technical assistance to LEAs throughout the financial reporting process through

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**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

its Call Center, as identified in Paragraph 1.5.5, Education, Training, and Technical Assistance.

- 1.4.6.5. The Contractor must ensure online help functions, Frequently Asked Questions ("FAQs"), and reference materials are available on its website, and training is available for financial staff as well as ongoing support; and a refresher training during the financial reporting process.

1.4.7. Technology

- 1.4.7.1. The Contractor must ensure the Department and LEAs have access to the Contractor's cloud-based software in accordance with Exhibit E-1, Technical Requirements Workbook. The Contractor must ensure all data entered is aggregate, de-identified data that does not include personally identifiable information (PII).

- 1.4.7.2. The Contractor must ensure the technology solution is developed, maintained, and directly supported by the Contractor, ensuring full control over system performance, security, and enhancements, including:

1.4.7.2.1. Automated compliance features to guide users through the processes to reduce errors and administrative workload;

1.4.7.2.2. Real-time edits and monitoring to ensure data accuracy before submission; and

1.4.7.2.3. Customizable templates for Participant List collection, RMTS monitoring, and Cost Reporting to ensure efficient data collection.

- 1.4.7.3. The Contractor must ensure the technology solution:

1.4.7.3.1. Is user-friendly and streamlines LEA administrative activities and reduces the burden of LEAs associated with the MTS program;

1.4.7.3.2. Supports efficient workflows, complex calculations, data validation, and audit activities, through continuous enhancements developed in collaboration with state Medicaid agencies, education departments, and LEAs;

1.4.7.3.3. Successfully documents and builds new cost reports while, minimizing inefficiencies;

1.4.7.3.4. Includes core principles for RMTS, Administrative Claiming, Direct Medical Services Cost Reporting, and Settlement Solution.

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

- 1.4.7.4. The Contractor must ensure LEA administrators can view, update, and manage the MTS processes, determine statuses, and view upcoming due dates, training sessions, and reference materials.
- 1.4.7.5. The Contractor must ensure the software solution includes an electronic dashboard to provide the Department and LEAs with immediate access to essential reporting measures, as well as serve as a centralized hub to:
 - 1.4.7.5.1. Track RMTS activities,
 - 1.4.7.5.2. Provide the Department real-time access to critical data for oversight and compliance monitoring, and
 - 1.4.7.5.3. Allow users to access specific details including, but not limited to:
 - 1.4.7.5.3.1. LEA participation rates.
 - 1.4.7.5.3.2. Time study results.
- 1.4.7.6. The Contractor must ensure all technical aspects of CPE development follow the same general development phases, including:
 - 1.4.7.6.1. Planning Phase: Collaboration with Department staff to develop a series of process inputs to guide further development of the MAC and Cost Report process flows.
 - 1.4.7.6.2. Requirements Gathering Phase: Collaboration with the Department to collect and develop specification documents for all business and technical requirements for RMTS, MAC, and Cost Reporting ensuring effective integration with the existing framework.
 - 1.4.7.6.3. Development Phase: Transition specification documents into working processes in the "Development" and "STAGE" environments of the Contractor's web-based software solution, with input from the Department.
 - 1.4.7.6.4. Testing and Acceptance Phase: Upon Development Phase nearing completion, the design and development of functional testing and User Acceptance Testing (UAT) and testing of the Cost Reports requiring approval from Department.
 - 1.4.7.6.5. Deployment Phase: Cost reports deployed into the Production environment with the appropriate valid instantiation data.
 - 1.4.7.6.6. Maintenance Phase: Ongoing monitoring, updating, and recommending improvements to enhance performance to meet the Department's MTS program needs.

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

1.4.7.7. Website and Social Media

1.4.7.7.1. 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 Department of Information Technology (DoIT) website and social media requirements and policies.

1.4.7.7.2. 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.

1.5. Implementation – Contract Year 2

1.5.1. RMTS Quality Assurance and Compliance Monitoring

1.5.1.1. The Contractor must conduct a thorough quarterly review and analysis of RMTS results before initiating the administrative claiming process to assist the Department with identifying potential compliance issues and allowing for targeted training and stakeholder support to improve program accuracy and adherence to requirements. Reviews must include:

1.5.1.1.1. Comparisons to previous quarters to identify trends.

1.5.1.1.2. Analysis of outliers to detect anomalies.

1.5.1.1.3. Evaluation of activity types to ensure accuracy and consistency.

1.5.1.2. At the end of each quarter, the Contractor must compile time study results, aggregated by activity code and summarize on a statewide basis.

1.5.1.3. The Contractor must apply the summarized results to the reported costs from each LEA and generate each LEA's quarterly Administrative Claim utilizing the Contractor's claim calculator.

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

- 1.5.1.4. The Contractor must ensure the aggregated results and summary reports are accessible to the Department through the Contractor's web-based software, ensuring transparency and real-time oversight.
- 1.5.2. Use of RMTS Results in Claiming and Cost Reporting
 - 1.5.2.1. The Contractor must ensure the aggregated time study data determines the percentage of time LEAs spent on Medicaid administrative activities. The RMTS results must be utilized to:
 - 1.5.2.1.1. Generate claims for the Administrative Claiming Program; and
 - 1.5.2.1.2. Support the development of the annual Direct Service Cost Report.
 - 1.5.2.2. The Contractor must ensure:
 - 1.5.2.3. Automated compliance monitoring;
 - 1.5.2.4. Transparent reporting; and
 - 1.5.2.5. LEAs and the Department have the necessary tools and data to maximize program efficiency and compliance.
- 1.5.3. LEA RMTS Financial Reporting
 - 1.5.3.1. The Contractor must ensure, on a quarterly basis, LEAs securely log on to the web-based system to report cost data ("gross expenditures") for the personnel eligible for participation in the Random Moment Time Study process.
 - 1.5.3.2. The Contractor must ensure allowable gross expenditures are identified in accordance with the MTS approved plan to include:
 - 1.5.3.2.1. Salary and benefits;
 - 1.5.3.2.2. Materials and supplies; and
 - 1.5.3.2.3. Other purchased services allocable to providers on the Participant List.
 - 1.5.3.3. The Contractor must ensure local agency-specific reported expenditures are adjusted so that only state and locally funded expenditures are included in the claim submitted for Medicaid reimbursement.
 - 1.5.3.4. The Contractor must utilize these expenditures in its system claim calculator.
 - 1.5.3.5. The Contractor must collect financial information from all participating LEAs each quarter, no later than 30 days after the quarter-end date, including the summer quarter, and utilize the information to ensure claims are calculated based on actual detailed expenditures obtained

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

from participating LEAs' financial accounting system. Financial information may include salaries, benefits, and supplies.

1.5.4. LEA Withholding/Administrative Fee

1.5.4.1. The Contractor must collaborate with the Department to develop a customized withholding methodology that:

- 1.5.4.1.1. Minimizes financial impact on LEAs while ensuring sustainable MTS program funding;
- 1.5.4.1.2. Provides clear and transparent reporting to LEAs regarding withholding amounts;
- 1.5.4.1.3. Incorporates stakeholder communication and training to ensure LEAs understand the withholding process and its purpose; and
- 1.5.4.1.4. Leverages best practices from other states while tailoring the approach to meet New Hampshire's MTS structure and compliance requirements.

1.5.5. Education, Training, and Technical Assistance

1.5.5.1. The Contractor must assist the Department with updating the MTS Provider Manual and developing the RMTS Implementation Guide consistent with the newly released CMS guidance, including free care, and Medicaid Administrative Claiming plans; which includes, but is not limited to, collaborating with the Department to respond to CMS questions to obtain final CMS approval of the CPE Methodology, administrative claiming plans, and RMTS guide.

1.5.5.2. The Contractor must provide comprehensive training and technical assistance to all participating LEAs on CPE, MAC, and RMTS to ensure successful implementation of the MTS program.

1.5.5.3. The Contractor must provide LEAs access to a Call Center operational Monday through Friday, six (6) hours per day or as determined by the Department, beginning no later than September 1, 2026, which must include:

- 1.5.5.3.1. Live representatives — no automated menus or call transfers — providing one-call resolution for LEAs;
- 1.5.5.3.2. No busy signals or long wait times — calls are routed efficiently, and rollover features ensure prompt service;
- 1.5.5.3.3. 24-hour response time for all inquiries;
- 1.5.5.3.4. The ability to track inquiries, monitor response times, and identify opportunities to enhance LEA training and support; and
- 1.5.5.3.5. Up-to-date training and reference materials.

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

- 1.5.5.4. The Contractor must develop and implement effective CPE, MAC, and RMTS training materials that ensure compliance, efficiency, and ease of use for the Department and LEAs through leveraging proven methodologies resulting in seamless implementation. The Contractor must:
 - 1.5.5.4.1. Collaborate with the Department to ensure all materials are clear, comprehensive, and aligned with New Hampshire's MTS requirements.
 - 1.5.5.4.2. Provide updated training and reference material on an ongoing basis that includes new CMS guidance, audit trends, and client feedback.
- 1.5.5.5. The Contractor must provide a combination of on-site, remote, group, and one-on-one training based on the needs of participating LEAs at a minimum of once each year of the Contract Period to ensure LEAs have a clear understanding of the MTS program and program compliance. Training topics must include:
 - 1.5.5.5.1. Cost reporting including developing and providing a standard cost report template;
 - 1.5.5.5.2. MAC; and
 - 1.5.5.5.3. RMTS.
- 1.5.5.6. The Contractor must provide guidance and training to LEAs on how to maintain statistical, enrollment, attendance, and visit records for each recipient of services.
- 1.5.5.7. The Contractor must submit all developed materials, including any electronic materials developed for a website, to the Department for prior written approval.
- 1.5.5.8. The Contractor must ensure that all written and/or electronic materials comply with federal and state laws, regulations, and policies relevant to the Medicaid School-Based program.
- 1.5.5.9. The Contractor must complete LEA training prior to the end of the 2025-2026 academic school year and provide refresher training at the start of the 2026-2027 academic school year.
- 1.5.5.10. The Contractor must ensure all training materials are readily accessible on its website for convenient reference, covering key components including RMTS, MAC, and Cost Reporting processes.
- 1.5.5.11. The Contractor must conduct quarterly evaluations of training materials and system functionality to ensure LEA participants have access to up-to-date resources with minimal administrative burden.

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

1.5.6. Compliance Evaluations/Desk Audits

1.5.6.1. The Contractor must perform a preliminary evaluation of the implementation status of CPE, MAC, and RMTS, for each LEA in Contract Years 1 and 2.

1.5.6.2. The Contractor must collaborate with the Department to develop an Audit Plan that meets the needs and requirements of the MTS program, which may be an Audit Plan developed prior by the Contractor and customized to meet the Department's needs.

1.5.7. MAC and Annual Cost Reporting

1.5.7.1. The Contractor must perform a rigorous quarterly and annual financial and cost report audit process, including:

1.5.7.1.1. First checks that are built into the Contractor's system and performed automatically when data is entered online by the LEA; and

1.5.7.1.2. A second review involving a thorough analysis performed by a Business Analyst in conjunction with the Project Manager and Partner.

1.5.7.2. The Contractor must, as needed, request explanation from LEAs for expense categories, which may include but are not limited to, the following circumstances:

1.5.7.2.1. When transitioning from a positive expenditure to zero.

1.5.7.2.2. When transitioning from zero to a positive expenditure.

1.5.7.2.3. When there is a variance greater than 15% or \$10,000.

1.5.7.3. The Contractor must ensure each LEA submits cost data quarterly via the Contractor's web-based system.

1.5.7.4. The Contractor must review each explanation for reasonableness and when necessary, follow-up with the LEA to obtain additional documentation, as necessary.

1.5.7.5. The Contractor must ensure the second review includes key data measures or ratios for each LEA, including:

1.5.7.5.1. Participant List Count;

1.5.7.5.2. Student/Participant List;

1.5.7.5.3. Benefits/Salary;

1.5.7.5.4. Gross Expenditures/Student;

1.5.7.5.5. Federal Funds/Gross Expenditures;

1.5.7.5.6. Allocated Costs/Gross Expenditures;

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

- 1.5.7.5.7. Direct Support/Gross Expenditures;
- 1.5.7.5.8. D&F and T&T/ Gross Expenditures;
- 1.5.7.5.9. Net Expenditures/Gross Expenditures plus Allocated Costs;
- 1.5.7.5.10. Gross Expenditures/Participant List; and
- 1.5.7.5.11. Gross Expenditures.
- 1.5.7.6. The Contractor must conduct trend analyses on the measures as listed in 1.5.7.5 above to determine outliers and trends by LEAs.
- 1.5.7.7. The Contractor must maintain robust documentation of the follow-up communication with LEAs, as requested, and resolution of issues.
- 1.5.7.8. The Contractor must document and maintain all quality review, testing, QA, performances measures, and LEA support provided in the quarterly audits, and must maintain all audit documentation to support the final claim calculation and submission.
- 1.5.7.9. The Contractor may be required to submit audit documentation to the Department upon Department request.
- 1.5.7.10. The Contractor must ensure LEAs are notified in writing that failure to respond and/or cooperate in a reasonable time frame may result in exclusion from the current quarter's claims.
- 1.5.7.11. The Contractor must provide the Department administrative privileges to the cloud-based solution, including a dashboard, to monitor and oversee all processes to ensure all participants remain compliant in returning their sampled moments. Access will include, but is not limited to:
 - 1.5.7.11.1. A centralized view of RMTS administration.
 - 1.5.7.11.2. Ability to track response rates by LEA.
- 1.5.8. Additional Services at the Department's Option
 - 1.5.8.1. The Contractor will provide additional services at the Department's request, including:
 - 1.5.8.1.1. Additional technical assistance/consultation to the Department.
 - 1.5.8.1.2. Additional hours for one-on-one technical assistance with an LEA requiring additional support.
 - 1.5.8.1.3. An online portal or messaging center for LEA questions.
 - 1.5.8.1.4. General technology enhancements which may include, but is not limited to, adding a documentation feature.
 - 1.5.8.1.5. Assisting the State with developing MOUs or interagency agreements with the NH Department of Education as needed.

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**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

1.5.9. Staffing

1.5.9.1. The Contractor must provide qualified staffing to perform all services as specified in this Exhibit B, Scope of Services, and in accordance with the Staff Key Functions table below.

Position Title	Staff Key Functions	Percentage of Staff Time Assigned to Project
Project Partner	Possessing knowledge of the landscape of MTS program in New Hampshire, including understanding the full scope of allowable services under the MTS program; developing a LEA Program Participation Agreement template for the provision of MTS; providing technical assistance and consultation to the Department in the drafting of the Medicaid State Plan Amendments relative to the CPE methodology; assisting the Department with updating the MTS Provider Manual and developing a RMTS Implementation Guide; Medicaid Administrative Claiming plans; assisting the Department with creating MOUs or interagency agreements with the NH Department of Education as needed; participating in meetings with the Department on a monthly basis or as otherwise requested by the Department; ensuring all materials comply with federal and state laws, regulations and policies relevant to MTS; and provide additional technical assistance and consultation to the Department upon request.	10%
Project Manager	Possessing knowledge of the landscape of MTS program in New Hampshire, including understanding the full scope of allowable services under the MTS program; developing a LEA Program Participation Agreement template for the provision of MTS; providing technical assistance and consultation to the Department in the drafting of the Medicaid State Plan Amendments relative to the CPE methodology; assisting the Department with updating the MTS Provider Manual and developing a RMTS Implementation Guide; Medicaid Administrative Claiming plans; assisting the Department with creating MOUs or interagency agreements with the NH Department of Education as needed; developing a training and review process that supports LEAs in applying RMTS appropriately and maintaining all related documentation in compliance with the Department's CMS-approved MTS CPE methodology; submitting all written materials developed by the Contractor for prior approval by the Department, including any materials developed for website; Ensuring all materials comply with federal and state laws, regulations and policies relevant to the MTS; performing a preliminary evaluation of the implementation status of CPE, MAC, and RMTS, for each LEA; performing a desk review of all LEA cost reports as filed; performing a desk review of LEA MAC; participating in meetings with the Department on a monthly basis, or as otherwise requested by the Department; providing additional technical assistance and consultation to the Department upon request; and developing and submitting required Department reports.	70%
Policy Consultants (3)	Possessing knowledge of the landscape of MTS program in New Hampshire, including understanding the full scope of allowable services under the MTS program; developing a LEA Program Participation Agreement template for the provision of MTS; providing technical assistance and consultation to the Department in the drafting of the Medicaid State Plan Amendments relative to the CPE methodology;	5% each

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

	assisting the Department with updating the MTS Provider Manual and developing a RMTS Implementation Guide; Medicaid Administrative Claiming plans; assisting the Department with creating MOUs or interagency agreements with the NH Department of Education as needed; participate in meetings with the Department on a monthly basis or as otherwise requested by the Department; ensuring all materials comply with federal and state laws, regulations and policies relevant to the MTS; and providing additional technical assistance and consultation to the Department as requested.	
Consultant	Possessing knowledge of the landscape of MTS program in New Hampshire, including understanding the full scope of allowable services under the MTS program; developing a LEA Program Participation Agreement template for the provision of MTS; providing technical assistance and consultation to the Department in the drafting of the Medicaid State Plan Amendments relative to the CPE methodology; assisting the Department with updating the MTS Provider Manual and developing a RMTS Implementation Guide; Medicaid Administrative Claiming plans; assisting the Department with creating MOUs or interagency agreements with the NH Department of Education as needed; performing a preliminary evaluation of the implementation status of CPE, MAC, and RMTS for each LEA; and participating in meetings with the Department on a monthly basis or as otherwise requested by the Department.	5%
Business Analyst	Performing a preliminary evaluation of the implementation status of CPE, MAC, and RMTS for each LEA; participating in meetings with the Department on a monthly basis or as otherwise requested by the Department; providing a combination of on-site, remote, group, and one-on-one trainings based on the needs of LEAs; providing technical assistance to all participating LEAS at least once per year; and developing and submitting required Department reporting.	80%
Client Information Center Lead	Providing operations call center services M-F six hours per day as determined by the Department to LEAs seeking technical assistance for the purposes of completing CPE, MAC, and RMTS, starting in September 2026.	20%
Information Technology Manager	Responsible for managing cloud-based software that supports CPE cost reporting, MAC, and RMTS; ensuring all data is non-identifiable, non-Protected Health Information (PHI); managing an online portal or messaging center for LEA questions upon Department request; and providing technology enhancements upon Department request including but not limited to a documentation feature.	10%
Information Technology	Responsible for maintaining cloud-based software that supports CPE cost reporting, MAC, and RMTS; ensuring all data is non-identifiable, non-Protected Health Information (PHI); maintaining an online portal or messaging center for LEA questions upon Department request; and providing technology enhancements upon Department request including but not limited to a documentation feature.	40%
RMTS Coding Manager	Performing RMTS desk reviews.	10%
<i>The content of this table is subject to change upon request by the Department.</i>		

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

- 1.5.9.2. The Contractor must:
 - 1.5.9.2.1. Screen its employees and subcontractors for excluded persons with OIG/LEIE per the section 1128B(f) of the Social Security Act;
 - 1.5.9.2.2. Search the HHS-OIG website upon hire and monthly to capture exclusions and reinstatements that have occurred since the last search.
 - 1.5.9.2.3. Ensure professional licenses held by staff will be updated per the expiration date on the license and maintained documentation for audit purposes.
- 1.5.9.3. The Contractor must ensure staff participate in semi-annual trainings on program-related topics as requested by the Department.
- 1.6. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department, for the duration of the Contract Period.
- 1.7. The Contractor may be required to participate in on-site reviews conducted by the Department on an as-needed basis, or as otherwise requested by the Department.
 - 1.7.1. The Contractor must facilitate obtaining documentation to support Department on-site reviews.
- 1.8. The Contractor must provide ongoing oversight and management of the CPE process to ensure LEAs meet all MTS program requirements.
- 1.9. Reporting and Deliverables
 - 1.9.1. The Contractor must submit quarterly data reports to the Department, which must include:
 - 1.9.1.1. A breakdown of the categories of questions and resolutions of issues received from LEAs on CPE, MAC, and/or RMTS.
 - 1.9.1.2. A listing of the LEAs participating in CPE, MAC, and RMTS; and the total number.
 - 1.9.1.3. Standard full-scope RMTS reports.
 - 1.9.1.4. Other reporting metrics as determined in collaboration with the Department in a format specified by the Department to measure the success of the program relative to CPE, MAC, and RMTS.
 - 1.9.2. The Contractor must provide downloadable reports for quarterly sample reviews, including key quality assurance metrics upon Department request including, but not limited to, time study certification and compliance tracking.

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

1.10. Background Checks

1.10.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

- 1.10.1.1. 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;
- 1.10.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
- 1.10.1.3. 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.

1.11. Confidential Data

- 1.11.1. 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.
- 1.11.2. 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 attestations upon Department request.

1.12. Privacy Impact Assessment

1.12.1. 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:

- 1.12.1.1. How PII is gathered and stored;
- 1.12.1.2. Who will have access to PII;
- 1.12.1.3. How PII will be used in the system;
- 1.12.1.4. How individual consent will be achieved and revoked; and

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

1.12.1.5. Privacy practices.

1.12.2. 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.

1.13. Department Owned Devices, Systems and Network Usage

1.13.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, 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:

1.13.1.1. 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;

1.13.1.2. 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;

1.13.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.13.1.4. 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;

1.13.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.13.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.13.1.7. 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."

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

- 1.13.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.13.1.9. Agree when utilizing the Department's email system:
- 1.13.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.13.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.13.1.9.3. 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."
- 1.13.1.10. 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:
- 1.13.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.13.1.10.2. 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.
 - 1.13.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.13.1.11. 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.
- 1.13.1.12. 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

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**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.13.2. Workspace Requirement

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

1.14. Contract End-of-Life Transition Services

1.14.1. General Requirements

1.14.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. 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 Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.14.1.2. The Contractor must 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.

1.14.1.3. 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.

1.14.1.4. 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.

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

1.14.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.14.1.6. In the event 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.

1.14.2. Completion of Transition Services

1.14.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (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 fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

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

1.14.3. Disagreement over Transition Services Results

1.14.3.1. 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 fifteen (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.

1.14.4. State of New Hampshire's Website Copyright

1.14.4.1. 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.

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D, Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. 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.

3. Additional Terms

- 3.1. Impacts Resulting from Court Orders or Legislative Changes
 - 3.1.1. 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 and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 3.2.1. The Contractor must submit:
 - 3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.
 - 3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and
 - 3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

(<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

3.3. Credits and Copyright Ownership

- 3.3.1. 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."
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must maintain records that include, but are not limited to:
 - 4.1.1. Books, records, documents, invoices submitted to the Department to compliantly claim payment for services, 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.
 - 4.1.2. 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.
 - 4.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 4.1.4. Medical records on each patient/recipient of services.
- 4.2. 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

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**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

- 4.3. If, upon further review, 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
Medicaid to Schools Financing**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, School Based Services (SBS) Implementation, Enhancement, and Expansion Grant, as awarded on June 25, 2024, by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), ALN 93.771, FAIN 2M2CMS331908.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, based on criteria specified in 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
3. Payment shall be made for services rendered to achieve the Department-approved Service Deliverables/Activities as specified in Exhibit C-1 Budget, which are subject to change upon Department approval. Payment for each Deliverable/Activity shall not exceed the Deliverable/Activity cost as specified in Exhibit C-1 Budget based on the hourly rates in Exhibit C-2 Staff Rates.
 - 3.1. The Contractor shall provide the Additional Services at the Department's option in accordance with Exhibit B, Scope of Services, Section 1.5.8, at no additional cost to the Department.
4. The Contractor shall submit one invoice to the Department upon completion of each one-time deliverable/activity; and submit monthly invoices for the ongoing operational services no later than the fifteenth (15th) working day of the month following the month services were provided, in accordance with Exhibit C-1 Budget. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a format as provided by or otherwise acceptable to the Department, and includes:
 - 4.2.1. Period Billed;
 - 4.2.2. Title of Federal Award: School Based Services (SBS) Implementation, Enhancement, and Expansion Grant; and
 - 4.2.3. Summary of Deliverables/Activities Billed for the prior month.
 - 4.3. Identifies and requests payment in accordance with Sections 3 and 4.
 - 4.4. Includes supporting documentation with each invoice, including:
 - 4.4.1. Deliverable/Activity Billing:

**New Hampshire Department of Health and Human Services
Medicaid to Schools Financing**

EXHIBIT C

- 4.4.1.1. List of each Deliverable/Activity provided.
 - 4.4.1.2. Staff Name, Position, Hourly Rate, Number of Hours Billed and Cost.
 - 4.4.1.3. Contract Budget Line Item Balance for each Deliverable/Activity billed in accordance with Exhibit C-1, Deliverables/Activities:
 - 4.4.1.3.1. Contract Budget;
 - 4.4.1.3.2. Prior Payments; and
 - 4.4.1.3.3. Current Cost and Balance.
 - 4.4.1.4. Summary of Deliverable/Activity Billed for the prior month.
- 4.5. Is assigned an electronic signature and is emailed to DMSInvoices@dhhs.nh.gov or mailed to:
- Financial Manager
Division of Medicaid Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days of receipt of accurate invoices and the required supporting documentation less the holdback amount as specified in Section 9, below.
 6. The final invoice and any required supporting documentation is due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.
 7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, including the Deliverables/Activities Budget, as well as adjusting encumbrances between State Fiscal Years 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.
 8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 8.1.2. 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
Medicaid to Schools Financing**

EXHIBIT C

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- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. 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.
- 8.2.1. 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.
- 8.3. 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.
- 8.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 8.5. 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, within sixty (60) days.

Exhibit C-1 Budget - Deliverables/Activities

Fairbanks LLC
 Medicaid To Schools Financing
 Budget Period: July 1, 2025 to June 30, 2027 (State Fiscal Years 2026 & 2027)

Deliverable/Activity*	Payment model	SFY 2026 Pricing (7/1/25-6/30/26)	SFY 2027 Pricing (7/1/26-6/30/27)	Total
Develop a LEA participation agreement template for the provision of MTS, which must protect the fiscal integrity of the program by clearly and succinctly articulating the requirements for the MTS program	Deliverable	\$16,050	\$0	\$16,050
Provide technical assistance to the Department in the development of the Medicaid State Plan Amendments relative to the CPE methodology, including Random Moment Time Studies (RMTS) and Medicaid Administrative Claiming (MAC) and any other required submission documentation relative to transitioning the LEAs to a CPE methodology by July 1, 2026.	Operational Hourly	\$22,400	\$0	\$22,400
Provide assistance to the Department in updating the Medicaid to Schools Provider Manual, developing an RMTS implementation guide, and Medicaid Administrative Claiming plans.	Operational Hourly	\$21,500	\$0	\$21,500
Participate in regular meetings with the Department including teleconference planning meetings and onsite visits as related to CPE development and implementation. Expenses will be reimbursed.	Operational Hourly	\$91,000	\$91,000	\$182,000
Provide a combination of on-site, remote, group and one-on-one training, based on the needs of the respective LEAs and TA to all participating LEAs at least once per year pertaining to cost reporting (including developing and providing a standard cost reporting template), MAC, and RMTS.	Operational Hourly	\$25,700	\$25,700	\$51,400
Yearly training for all LEAs	Deliverable	\$17,250	\$17,250	\$34,500
Provide guidance and training to LEAs on how to maintain statistical, enrollment, attendance, or visit records for each recipient of services, and records regarding the provision of services and all invoices submitted to the Department to compliantly claim payment for services.	Operational Hourly	\$7,500	\$7,500	\$15,000
Provide an operations call center, operational M-F six hours per day as determined by the Department, for LEAs to seek technical assistance for the purposes of completing CPE, MAC, and RMTS.	Operational Hourly	\$29,325	\$29,325	\$58,650
Develop a training and review process that supports LEAs in applying RMTS appropriately and maintaining all related documentation in compliance with the Department's CMS-approved MTS CPE methodology.	Deliverable	\$11,300	\$0	\$11,300
Perform preliminary evaluation of the implementation status of CPE, MAC, and RMTS for each LEA	Deliverable	\$11,300	\$11,300	\$22,600
Perform a desk review of all LEA cost reports as filed.	Deliverable	\$21,250	\$21,250	\$42,500
Perform a desk review of all LEA MAC.	Deliverable	\$21,250	\$21,250	\$42,500
Review of LEA RMTS	Operational Hourly	\$8,500	\$8,500	\$17,000
Provide a report to the Department of a breakdown of the categories of questions and resolutions of issues received from the LEAs on CPE, MAC, and/or RMTS.	Deliverable	\$10,200	\$10,200	\$20,400
Provide a report to the Department of LEAs participating in CPE, MAC, and RMTS.	Deliverable	\$5,000	\$5,000	\$10,000
Provide other reporting to the Department upon request.	Operational Hourly	\$6,000	\$6,000	\$12,000
Provide cloud-based software and any other required components to support CPE cost reporting, MAC, and RMTS including all required licensing fees.	Deliverable	\$75,250	\$0	\$75,250
Maintenance and enhancements of cloud-based system to support CPE cost reporting, MAC, and RMTS.	Operational Hourly	\$18,150	\$11,625	\$29,775
	TOTAL	\$418,925	\$265,900	\$684,825

*Deliverable and Hourly Operational costs are subject to change and are inclusive of travel costs and supplies.

The Contractor may be requested to provide "Additional Services at Department's Option" in accordance with Exhibit B, Scope of Services, Section 1.5.8, at no additional cost to the Department.

Exhibit C-2 Staff Rates

**Fairbanks LLC
Medicaid To Schools Financing
July 1, 2025 to June 30, 2027**

Position	SFY 2026 Hourly Rate	SFY 2027 Hourly Rate
Project Partner	\$310	\$310
Project Manager	\$200	\$200
Consultant	\$165	\$165
Policy Consultant	\$200	\$200
Business Analyst	\$100	\$100
Client Information Center Rep	\$85	\$85
RMTS Coding Manager	\$175	\$175
Information Technology Manager	\$240	\$240
Information Technology	\$195	\$195

The hourly rates above are inclusive of all costs including, but not limited to, travel, supplies and equipment.

Exhibit C-2 Staff Rates
RFP-2025-DMS-02-MTSCH-01
Fairbanks LLC

Contractor Initials: 
Date: 6/4/2025

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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Exhibit D
Federal Requirements

Contractor's Initials
Date 6/4/2025

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.

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/icr/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
Federal Requirements

Contractor's Initials

Date 6/4/2025

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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

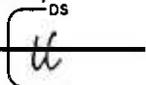
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's 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>.

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials 
Date 6/4/2025

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

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.

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials

Date 6/4/2025

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.

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: _____
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: Fairbanks LLC

6/4/2025

Date: _____

DocuSigned by:

Lisa Carnes

Name: Lisa Carnes

Title: Principal

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials

Date 6/4/2025

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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.

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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.

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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.

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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.).

Contractor Initials 

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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.

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

- 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;

Contractor Initials 

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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 B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Vendor Instructions for Technical (TR) Requirements

Vendor Response Column:

Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Criticality Column:

(M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments.

(P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal.

(O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.

Delivery Method Column:

Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard - Feature/Function is included in the proposed system and available in the current software release.

Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP).

Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Comments Column:

For all Delivery Method responses vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

Vendor Instructions for Activity, Deliverable, and Milestone

Vendor must complete the Activity Deliverable, and Milestone Table.

Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

APPLICATION REQUIREMENTS				
State Requirements				
Req # ¹	Requirement Description	Criticality	Vendor Response	Delivery Method
GENERAL SPECIFICATIONS				
A1.1	Ability to access data using open standards access protocol-	M	Yes	Standard
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard
APPLICATION SECURITY				
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
A2.3	Enforce unique user names.	M	Yes	Standard
A2.4	Comply with the Department's Password Standard and DoIT's statewide User Account and Password Policy when developing, establishing, and enforcing system Administrative (privileged) and End User (non-privileged) accounts. Should a requirement conflict reside between the two documents the more restrictive requirement must be followed.	M	Yes	Standard
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with NH DHHS Password Standard and DoIT's statewide User Account and Password Policy.	M	Yes	Standard
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard
A2.7	Establish ability to expire passwords after a definite period of time in accordance with NH DHHS Password Standard and DoIT's statewide User Account and Password Policy.	M	Yes	Future
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard
A2.9	Establish ability to enforce session timeouts during periods of inactivity in accordance with NH DHHS Password Standard and DoIT's statewide User Account and Password Policy.	M	Yes	Standard
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard

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Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

A2.13	All logs must be kept for one (1) year, unless protected health information is entered into/stored in the system or product, then all audit logs must be kept for six (6) years for HIPPA compliance.	M	Yes	Standard
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Not Available
A2.21	Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information: <ol style="list-style-type: none"> 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events 	M	Yes	Standard

Exhibit E-1, Technical Requirements Workbook

RFP-2025-DMS-02-MTSCH-01

TESTING REQUIREMENTS				
State Requirements				
Req #	Requirement Description	Criticality		
APPLICATION SECURITY TESTING				
T1.1	All components of the Software shall be reviewed and tested by the vendor to ensure they protect the Department and State's Data assets.	M	Yes	Standard
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard
T1.7	Ensure verification features are enabled to support the confirmation of a users authority to enter a computer system, application or network.	M	Yes	Standard
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	Standard

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Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard
STANDARD TESTING				
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard

Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

HOSTING-CLOUD REQUIREMENTS				
State Requirements				
Req #	Requirement Description	Criticality		
OPERATIONS				
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Standard
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard
DISASTER RECOVERY				
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard

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Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard
HOSTING SECURITY				
H3.1	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard
H3.3	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard
H3.4	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard
SERVICE LEVEL AGREEMENT				
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard

Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

H4.6	The Vendor shall conform to the specific deficiency class as described: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract. 	M	Yes	Standard
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State’s account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard

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Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

H4.11	The Vendor shall use a change management policy for notification and tracking of critical outages.	M	Yes	Standard
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with about information the upgrades and changes.	M	Yes	Standard

Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

SUPPORT & MAINTENANCE REQUIREMENTS				
State Requirements				
Req #	Requirement Description	Criticality		
SUPPORT & MAINTENANCE REQUIREMENTS				
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard
S1.6	o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.	M	Yes	Standard
S1.7	o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.	M	Yes	Standard

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Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

S1.8	o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	Yes	Standard
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard
S1.17	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard

Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

PROJECT MANAGEMENT				
State Requirements				
Req #	Requirement Description	Criticality		
PROJECT MANAGEMENT				
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard
P1.2	Vendor shall provide Project Staff as specified in the RFA.	M	Yes	Standard
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in digital format using Department standard tools.	M	Yes	Standard
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	Yes	Standard
P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, meet with project representatives from DHHS and/or DoIT virtually, or in-person to review past quarter performance and upcoming quarter Plan of Operations.	M	Yes	Standard
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	Yes	Standard
P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M	Yes	Standard

Exhibit E-1, Technical Requirements Workbook
RFP-2025-DMS-02-MTSCH-01

WEBSITE AND SOCIAL MEDIA MANAGEMENT				
State Requirements				
Req #	Requirement Description	Criticality		
PROJECT MANAGEMENT				
W1.1	The Vendor shall 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 of the Department's and NH Department of Information Technology's website, social media, and privacy notice requirements/policies.	M	Yes	Standard



New Hampshire Department of Health and Human

Exhibit F

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

Exhibit F

Business Associate Agreement

Page 1 of 5

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Contractor Initials

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Date



New Hampshire Department of Health and Human

Exhibit F

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; DHHSPrivacyOfficer@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

Exhibit F

Business Associate Agreement
Page 2 of 5

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Contractor Initials

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Date 6/4/2025



New Hampshire Department of Health and Human

Exhibit F

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 PHI in

Exhibit F

Contractor Initials

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Date 6/4/2025



New Hampshire Department of Health and Human

Exhibit F

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 ^{used,}

Exhibit F

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Date 6/4/2025



New Hampshire Department of Health and Human

Exhibit F

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

Fairbanks LLC

The State

Name of the Contractor

DocuSigned by: Henry D. Lipman

DocuSigned by: Lisa Carnes

Signature of Authorized Representative

Signature of Authorized Representative

Henry D. Lipman

Lisa Carnes

Name of Authorized Representative

Name of Authorized Representative

Medicaid Director

Principal

Title of Authorized Representative

Title of Authorized Representative

6/4/2025

6/4/2025

Date

Date

Exhibit F

Contractor Initials

Handwritten initials 'LC' in a box with 'OS' above it

Date 6/4/2025

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 FAIRBANKS LLC is a Illinois Limited Liability Company registered to transact business in New Hampshire on April 24, 2025. 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: 991169

Certificate Number : 0007177331



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2025.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Greg Pease, 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 Fairbanks LLC
(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 May 5th, 20 25, at which a quorum of the Directors/shareholders were present and voting.
(Date)

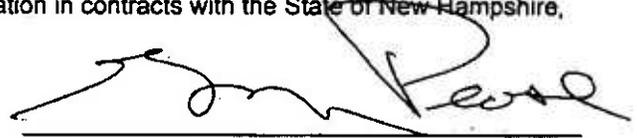
VOTED: That Lisa Carnes (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Fairbanks LLC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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 **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: May 5, 2025



Signature of Elected Officer
Name: Greg Pease
Title: Principal

