



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

22 - 6/17/26

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[doit.nh.gov](http://doit.nh.gov)



Denis Goulet, *Commissioner*

April 22, 2026

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

**REQUESTED ACTION**

Authorize the Department of Information Technology, on behalf of the Department of Health and Human Services (DHHS), Glenclyff Home, to enter into an amendment to an existing **Sole Source** contract with MatrixCare, Inc. (VC #220806), Bloomington, MN, to continue providing hosting, operations support, and maintenance of Glenclyff Home’s Electronic Health Record (EHR), by exercising a contract renewal option by increasing the price limitation by \$51,138 from \$50,376 to \$101,514 and extending the completion date from June 30, 2026 to June 30, 2028, effective July 1, 2026 upon Governor and Council approval. 100% Other Funds (Interagency Transfers).

The original contract was approved by Governor and Council on May 21, 2025, item #25.

Funds are available in the following account for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, 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.

**01-03-03-0330010-76950000 General Government Information Technology Dept, Information Technology Dept, IT for DHHS (Glenclyff Home)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	038-509038	Technology Software	03950313	\$25,188	\$0	\$25,188
2026	038-509038	Technology Software	03950313	\$25,188	\$0	\$25,188
2027	038-509038	Technology Software	03950313	\$0	\$25,188	\$25,188
2028	038-509038	Technology Software	03950313	\$0	\$25,950	\$25,950
			<b>Total</b>	<b>\$50,376</b>	<b>\$51,138</b>	<b>\$101,514</b>

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
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### EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. DHHS issued a Request for Proposals (RFP) in October 2025 to competitively re-solicit for these services and received three responses. DHHS entered into negotiations with the only vendor that met the minimum technical score threshold, however the parties were unable to reach agreement on the terms and conditions of the contract. The current Contractor, MatrixCare, Inc., subsequently agreed to extend this contract, allowing DHHS to avoid any interruption to Glenclyff Home's EHR system and operations, and also provides DHHS sufficient time to reassess the long-term EHR system needs and procurement strategy.

The purpose of this request is to exercise an available renewal option for the Contractor to continue providing hosting, operations support, and maintenance services for Glenclyff Home's EHR management system, which includes EHR operations, pharmacy services, data movement within the systems modules, development and submittal of deliverables required for regulatory compliance, resident trust fund management, and resident clinical care components.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original agreement, the parties have the option to extend the agreement for up two (2) additional years contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. DHHS is exercising its option to renew services for the two (2) years remaining available.

Should the Governor and Council not authorize this request, Glenclyff Home will not have a functional EHR management system, which would result in having to revert back to a paper medical records process that limits data sharing with medical providers, decreases HIPAA security, and increases risk of medication and treatment errors and omissions. Additionally, Glenclyff Home would be out of compliance with state and federal regulations. Non-compliance with the Centers for Medicare & Medicaid Services (CMS) would result in deficiencies that may lead to restrictions on admissions, monetary fines and eventual loss of certification.

Area served: Glenclyff Home

Respectfully submitted,



Denis Goulet  
Commissioner, Department of  
Information Technology



Lori Weaver  
Commissioner, Department of  
Health and Human Services

For:

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

This Amendment to the Electronic Health Records at Glenclyff contract is by and between the State of New Hampshire, Department of Information Technology ("State" or "Department") and MatrixCare, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 21, 2025 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:  
June 30, 2028
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:  
\$101,514
3. Correct the Project Identification Number in the page headers of Form P-37, General Provisions and Contract Exhibits A through G, to read:  
DHHS-SS-2025-GLENCLIFF-01-ELECT-01
4. Correct the exhibit title in the page header of Exhibit A, to read:  
EXHIBIT A – REVISIONS TO STANDARD CONTRACT PROVISIONS
5. Modify Exhibit A, Revisions to Standard Contract Provisions, by adding Subsection A.12, to read:  
A.12. Provision 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:  
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, RSA 151:21 Patients' Bill of Rights, 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. Modify Exhibit C, Price and Schedule, Section 10, to read:

**10. Payment Schedule**

- 10.1.** This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor is responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

<b>Deliverable</b>	<b>Deliverable Type</b>	<b>Projected Due Date</b>
Ongoing Hosting, Operations, Support, and Maintenance	Software & Non-Software Software	7/1/2024 – 6/30/2028

**10.2. Software License Pricing**

<b>Glenclyff Software Subscription Table</b>			
<b>Activity</b>	<b>Description</b>	<b>Delivery Date</b>	<b>Payment Amount</b>
SFY 2025 Monthly Subscription Service	System hosting, operations, support, and maintenance	7/1/2024-6/30/2025	\$25,188 (\$2,099 per month)
SFY 2026 Monthly Subscription Service	System hosting, operations, support, and maintenance	7/1/2025 – 6/30/2026	\$25,188 (\$2,099 per month)
SFY 2027 Monthly Subscription Service	System hosting, operations, support, and maintenance	7/1/2026 – 6/30/2027	\$25,188 (\$2,099 per month)
SFY 2028 Monthly Subscription Service	System hosting, operations, support, and maintenance	7/1/2027 – 6/30/2028	\$25,950 (\$2,162.50 per month)
		<b>Total</b>	<b>\$101,514</b>

Initial  
RM

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2026, upon Governor and Council approval.

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

State of New Hampshire  
Department of Information Technology



May 8, 2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Denis Goulet  
Title: CIO / DOIT Commissioner

MatrixCare, Inc.

5/22/2026

\_\_\_\_\_  
Date

Signed by:



\_\_\_\_\_  
Name: Rob Morgan

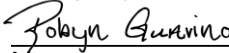
Title: Head of Revenue

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

OFFICE OF THE ATTORNEY GENERAL

5/29/2026

Date

DocuSigned by:  
  
 Name: Robyn Guarino  
 Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MATRIXCARE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on October 24, 2013. 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: **699472**

Certificate Number: **0007937057**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of May A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan  
Secretary of State

## CERTIFICATE OF AUTHORITY

I, Tim Smokoff, hereby certify that:

1. I am a duly elected Officer/President of MatrixCare, Inc. a Delaware corporation and that I am authorized to execute and deliver this certificate on behalf of MatrixCare, Inc.
2. MatrixCare's Delegation of Authority (January 4, 2021) states that: Rob Morgan, Head of Revenue, for MatrixCare, Inc. is authorized to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto.
3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Signed by:



449676749C7F478...

Signature of Elected Officer

Name: Tim Smokoff

Title: President

Date: 5/29/2026



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2025
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego CA 92186  License#: OH18131	<input type="checkbox"/> 2:icT Dana Shaffer PHONE (A/C, No, Ext): 858-242-5762   riet No): 858-529-2662 Email: Dana.shaffer@MarshMMA.com 1nsURER(SI AFFORDING covERAGE) <span style="float: right;"><b>NAIC#</b></span> INSURER A: Federal Insurance Company <span style="float: right;">20281</span> INSURER B : Travelers Property Casualty Co of Amer <span style="float: right;">25674</span> INSURER C: Beazley Excess and Sup  us Ins, Inc. <span style="float: right;">17520</span> INSURER D: INSURER E: INSURER F:
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**COVERAGES** **CERTIFICATE NUMBER:** 1255243979 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	AD DS	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> jrg:: <input type="checkbox"/> LOC OTHER:	y	y	35839057	12/1/2025	12/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> TRUCKS ONLY <input type="checkbox"/> 8foll <input type="checkbox"/> i	N	N	70211342	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTIONS	N	N	79838370	12/1/2025	12/1/2026	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB7H516616	12/2/2025	12/2/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	CyberTech E&O Products Liab. Claims Made	N	N	D33FF3250401 70211343	12/12/2025 12/1/2025	12/12/2026 12/1/2026	\$10,000,000 Occ/Agg \$5,000,000 Occ/Agg Ded: \$250k Occ Ded: \$1.25M AGG

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 NH DHHS is included as additional insured per the attached. Coverage is primary and non-contributory. Waiver of subrogation applies.

<b>CERTIFICATE HOLDER</b>  NH DHHS 36 Clinton Street Concord NH 03301-0000	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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