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
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 10, 2026

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 contract with Prime Therapeutics State Government Solutions LLC (VC# 175784), Eagan, MN, in the amount of $8,514,145 to operate and maintain a Pharmacy Benefit Management (PBM) system that supports enhanced prescription drug access for Medicaid beneficiaries served and for the individuals served by the Division of Public Health's medication programs. The New Hampshire Medicaid program anticipates strengthened capabilities for rebate claiming, cost management and utilization insights, while ensuring continued federal compliance and efficient service delivery with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2030. 65% Federal Funds. 16% General Funds. 19% Other Funds (as defined in RSA 126-AA:3,I and Pharmaceutical Rebates).

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year(s) 2028, 2029 and 2030, 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.

05-95-047-470010-79370000, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: DIVISION OF MEDICAID SERVICES; OFC OF MEDICAID SERVICES, MEDICAID ADMINISTRATION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2028	102-500731	Contracts for Prog Svc	47000075	$1,602,503
2029	102-500731	Contracts for Prog Svc	47000075	$1,650,564
2030	102-500731	Contracts for Prog Svc	47000075	$1,700,081
			Subtotal	***$4,953,148***

05-95-047-470010-23580000, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: DIVISION OF MEDICAID SERVICES; OFC OF MEDICAID SERVICES, NH GRANITE ADVANTAGE HEALTH CARE TRUST

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2028	102-500731	Contracts for Prog Svc	47002375	$681,413
2029	102-500731	Contracts for Prog Svc	47002375	$701,849
2030	102-500731	Contracts for Prog Svc	47002375	$722,906
			Subtotal	***$2,106,168***

05-95-090-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2028	103-502664	Contracts for Ops Svc	90024603	$318,189
2029	103-502664	Contracts for Ops Svc	90024603	$327,731
2030	103-502664	Contracts for Ops Svc	90024603	$337,564
			Subtotal	***$983,484***

05-95-047-470030-9321 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIVISION OF MEDICAID SERVICES, OFC MEDICAID SERVICES, MMIS LIFECYCLE MGMT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	034-500099	Capital Projects	47007044	$471,345
			Subtotal	***$471,345***
			Total	**$8,514,145**

EXPLANATION

The purpose of this request is to continue operating and maintaining a Pharmacy Benefit Management (PBM) system for the New Hampshire Medicaid Program inclusive of rebate claiming, as well as continue to provide claims adjudication for Division of Public Health Programs' enrolled pharmacies.

The Department selected the Contractor through a competitive bid process using a Request for Proposal (RFP) that was posted on the Department's website from September 3, 2025 through October 15, 2025. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached; two qualified bidders submitted bids that were below the not to exceed price limitation included in the RFP solicitation. The scoring for the incumbent bidder was both higher in technical and cost scoring, and savings over our current cost.

The Contractor designed and implemented the existing PBM system, which functions as a certified module within the State's Medicaid Enterprise System (MES). The system enables the Department of Health and Human Services to manage pharmacy claims, drug utilization reviews, rebate programs, and support services for providers and beneficiaries. While the State will continue working with the current vendor, the PBM solution will transition to the vendor's modernized platform. This approach minimizes the level of system migration required while allowing the State to benefit from updated technology and enhanced functionality. The Contractor will remain responsible for federal certification of the system while ensuring a secure, efficient, and cost-effective access to prescription drug benefits for Medicaid beneficiaries and support the Division of Public Health in administering the AIDS Drug Assistance Program and Tuberculosis Financial Assistance Program.

Approximately 180,000 individuals will be served annually through this agreement.

The population to be served includes Medicaid beneficiaries and the individuals who utilize the prescription programs of Public Health across New Hampshire who rely on prescription drug access for their health and well-being. These services are needed to ensure timely access to medications, improve clinical outcomes, control costs, and maintain compliance with federal Medicaid requirements.

The Department will monitor services by:

- Conducting regular quality compliance and performance reviews, including electronic and in-person call record audits, and scheduled site visits (in-person or virtual) based on the Contractor's operational structure;
- Tracking call center performance metrics;
- Reviewing issue resolution timelines and responsiveness; and
- Monitoring Prior Authorization responsiveness.

As referenced in Exhibit A, Section 1.1 of the attached agreement, the parties have the option to extend the agreement for up to five (5) 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 would be unable to optimally claim prescription drug rebates, support actuarial reporting that figures prominently in capitation rate setting and federal reporting, or move forward with a modernized PBM platform that is federally compliant, and would delay system modernization efforts, and delay potential budget savings.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.778, FAIN #2505NH5ADM.

Respectfully submitted,

Ann Ch. W. Landry *For:*

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-2025-DMS-03-MESPB (DoIT #2024-044)

Project Title PHARMACY BENEFIT MANAGEMENT

	Maximum Points Available	Prime Therapeutics State Government Solutions LLC	MedImpact Healthcare Systems, Inc.
Technical			
Proposed System Solution	**200**	190	175
Pharmacy Benefit Management Services	**200**	195	165
Vendor's Experience	**100**	95	75
Vendor Company	**100**	95	75
Staffing Qualifications	**100**	95	90
Subtotal - Technical	**700**	**670**	**580**

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

Cost			
Vendor Cost	**300**	300	232
Subtotal - Cost	**300**	**300**	**232**
TOTAL POINTS	**1000**	**970**	**812**

TOTAL PROPOSED VENDOR COST	$8,514,140	$11,025,383

	Reviewer Name	Title
1	Margaret Clifford	Pharmacy Director
2	Lisa Farrand	Pharmaceutical Services Specialist
3	Michele Looney	Business Administrator III
4	Maria Petagna	Data Analyst/ADAP Coordinator
5	Christina Senko	Business System Analyst II
6	Michael Santoro	BRMD DHHS-MMIS Lead
7	Olivia May	Director of Medicaid Enterprise Development

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov

Denis Goulet, *Commissioner*

August 11, 2026

Lori A. Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Prime Therapeutics State Government Solutions LLC, as described below and referenced as DoIT No. 2024-044.

The purpose of this request is to operate and maintain a Pharmacy Benefit Management (PBM) system that supports enhanced prescription drug access for Medicaid beneficiaries served and for the individuals served by the Division of Public Health's medication programs.

The Total Price Limitation shall be $8,514,145, effective upon Governor and Council approval through June 30, 2030.

A copy of this letter must accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-044

cc: Ken Gagne, IT Manager, DoIT

STATE OF NEW HAMPSHIRE

Department of Health and Human Services
Division of Medicaid Services

Pharmacy Benefit Management
RFP-2025-DMS-03-MESPB (DoIT #2024-044)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
RFP-2025-DMS-03-MESPB (DoIT #2024-044)
PHARMACY BENEFIT MANAGEMENT
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FORM NUMBER P-37 (version 2/23/2023)

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 Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-6505	
1.3 Contractor Name Prime Therapeutics State Government Solutions LLC		1.4 Contractor Address 2900 Ames Crossing Road, Suite 200, Eagan, MN 55121	
1.5 Contractor Phone Number (217) 819-2180	1.6 Account Unit and Class TBD	1.7 Completion Date 6/30/2030	1.8 Price Limitation $8,514,145
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number 1-603-271-9631	
1.11 Contractor Signature Signed by: Ellen Nelson 95A79A1789D4471... Date: 7/28/2026		1.12 Name and Title of Contractor Signatory Ellen Nelson SVP	
1.13 State Agency Signature DocuSigned by: Henry D. Lipman CF5D44D4F70D4E4... Date: 8/12/2026		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)* By: DocuSigned by: Robyn Guarino 748734844941460...		On: 8/13/2026	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and

all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 Failure to perform the Services satisfactorily or on schedule;

8.1.2 Failure to submit any report required hereunder; and/or

8.1.3 Failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar day's 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.

EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

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 The parties may extend the Agreement for up to five (5) 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 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.

1.3. Paragraph 9 Termination Subparagraph 9.2, is amended as follows:

9.2 **Termination Procedure**

9.2.1 In the event of the termination pursuant to subparagraph 9.1, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2.2 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of

such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;

d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;

e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;

f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirements within this Contract; and

g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor must provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

1.4. Paragraph 10 Property Ownership/Disclosure, Subparagraphs 10.2 through 10.8 is amended as follows:

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. The data must be returned to the State in a manner and format agreeable to the State.

10.3 Disclosure of data, information and other records shall be governed by NH RSA chapter 91- A and/or other applicable law, and *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*. Disclosure requires prior written approval of the State.

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

10.5.1 Shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

10.5.2 Was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or

10.5.3 Is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

1.5. Paragraph 12, Assignment/Delegation/Subcontracts, Subparagraph 12.1 is amended as follows:

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. In the event that the State does not consent to the assignment the State shall have the option to immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

1.6. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding Subparagraphs 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 must 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 must manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor must annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. Failure to enter into Business Associate Agreements with its subcontractors that create or receive protected health information on the behalf of the State through this Contract, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Contractor.

1.7. The following Paragraphs are added and made part of the P37:

27. FORCE MAJEURE

27.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

27.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

28. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY.

28.1 Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.2 of the Web Content Accessibility Guidelines at Level AA conformance.

28.2 Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards set forth in Paragraph 28.1 to be determined by a third-party selected by the State in its sole and absolute discretion.

28.3 Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guideless, Chapter 4: Hardware.

29. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

30. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

31. PROHIBITED TECHNOLOGIES

a. No equipment or services on the State of New Hampshire's Prohibited Technologies List as required in Executive Order 2022-09; and

b. No equipment or services on the FCC Covered List as required by The Secure Networks Act.

32. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

i. State of New Hampshire, Department of Health and Human Services Contract Agreement.

ii. State of New Hampshire, Department of Health and Human Services RFP.

iii. Vendor Proposal Response.

iv. Additional Contractor Provided Documents, if applicable.

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EXHIBIT B: STATEMENT OF WORK

The Statement of Work below sets forth the services the Contractor is required to provide to the State for a Pharmacy Benefit Manager (PBM) to adjudicate pharmacy claims for the NH Medicaid Fee-for-Service (FFS) Program and the Division of Public Health and ensure accuracy in the payment to New Hampshire Medicaid enrolled pharmacies and individuals receiving benefits, and Public Health enrolled pharmacies.

The Contractor and the State of New Hampshire, Department of Health and Human Services, Division of Medicaid Services (hereinafter "State", or "Department") are parties to an Agreement approved by the New Hampshire Governor and Executive Council on June 9, 2010 (Item #82), as subsequently amended on June 20, 2012 (Item #65); June 5, 2013 (Item #87); November 6, 2013 (Item #54); September 3, 2014 (Item #12); December 16, 2015 (Item #12); November 8, 2017 (Item #9); December 18, 2019 (Item #22); and most recently on November 18, 2023 (Item #18). Unless otherwise amended in writing and duly approved, the current Agreement term shall conclude on June 30, 2027. Pursuant to this Agreement, the Contractor shall provide Design, Development, and Implementation (DDI), as outlined in the *Exhibit G, Attachment 1 - IT Requirements Workbook - Activity/ Deliverables/ Milestones* services through June 30, 2027. The Contractor may invoice for DDI services only through the Go-Live date of July 1, 2027. Under the revised scope of work, the Pharmacy Benefit Management (PBM) solution will transition to the Contractor's modernized platform. This approach is intended to minimize system migration impacts while enabling the State to leverage updated technology and enhanced system functionality.

1. STATEMENT OF WORK

1.1. Work/Project Plan

1.1.1. The Contractor's Project Manager and the State Project Manager shall finalize the Work/Project Plan within thirty (30) days of the contract Effective Date and further refine the tasks required to support the implementation of any new documentation, processes, or functionalities. Continued development and management of the Work/Project Plan is a joint effort on the part of the Contractor and State Project Manager. The Contractor must update the Work/Project plan at least every two weeks, and review status and changes with the State's Project Manager.

1.1.2. The Contractor must define each stage of the project lifecycle, which includes but is not limited to:

1.1.2.1. Project Schedule and Milestones.

1.1.2.2. Integrated Project Management Plan.

1.1.2.3. Project Kickoff.

1.1.2.4. System Configuration and Enhancement Planning.

1.1.2.5. Ongoing System Support Activities.

1.1.2.6. Security Documents/Security Authorization Package.

1.1.3. The Contractor must participate in meetings with the Department on a weekly basis, or as otherwise requested by the Department, to ensure that the Project Timeline is kept on schedule. Meetings may include executive briefings, technical working sessions, and stakeholder updates.

1.1.4. The Contractor must provide a formal request to the Department to revise the Work/Project Timeline. The request must be emailed to the Department's Project Manager.

1.1.5. The Contractor must conduct Requirements Review and Validation (RR&V) meetings to confirm understanding of new or updated requirements, including review of current in-place solutions. These meetings will be used to validate existing functionality, identify configuration gaps, and recommend solutions. The Contractor must document all outcomes and decisions from RR&V sessions and obtain formal sign-off from the Department.

1.1.6. The Contractor must apply its established Project Management Methodology (PMM), based on industry standards and best practices, to manage all phases of the project. The PMM includes structured procedures, tools, and documentation to support both configuration activities and ongoing operations. The PMM must align with the Project Management Institute's (PMI) PMBOK framework and include quality assurance checkpoints.

1.1.7. The Contractor must use the following project management tools to support planning, tracking, and reporting activities:

1.1.7.1. Microsoft Project or SmartSheet as designated by the State – for Work/Project Plan development and management.

1.1.7.2. ServiceNow – for logging and managing risks, issues, decisions, action items, and change requests.

1.1.7.3. Jama Software – for integrated requirements management and traceability.

1.1.7.4. Microsoft Office Suite – for documentation, spreadsheets, presentations, and diagrams.

1.1.7.5. Learning Management System (LMS) – for training tracking and reporting.

1.1.7.6. Cloud-based document repository – for centralized, secure collaboration and version-controlled documentation.

1.2. System Configuration and Support

1.2.1. The Contractor must support the ongoing configuration, maintenance, and enhancement of the State's Pharmacy Benefits Management (PBM) system, including the design, development, and implementation of new features and updates. The Contractor must provide for all of the system's functional components and requirements, including services and deliverables.

1.2.2. The Contractor must continue to utilize the National Council for Prescription Drug Programs D.0 file format and any future standards.

1.2.3. The Contractor must provide the State with secure, on-line access to any and all components that comprise the NH PBM system solution. Additionally, the Contractor must provide secure, restricted access to NH Medicaid and Public Health Providers and individuals receiving benefits to selected information, as mutually agreed to in writing by the Contractor and the State.

1.2.4. The Contractor must work collaboratively with the State, its Medicaid Management Information System (MMIS) fiscal agent, and other interfacing entities to support the ongoing exchange of data necessary to meet contract requirements.

1.2.5. The Contractor must host the NH PBM solution at the Contractor's data center, either cloud or on premise, and provide for adequate redundancy, disaster recovery, and business continuity such that in the event of any catastrophic incident, system availability is restored to the State as defined in *Exhibit G, Attachment 1 - Technical Requirements Workbook.*

1.2.6. The Contractor must ensure that the State's data, data processing, and data repositories are securely segregated from any other account or project and are under configuration management and change management governed through and in support of the State project. The Contractor must ensure separation of Medicaid and Public Health data and data processing for New Hampshire.

1.2.7. The Contractor must maintain and update the necessary infrastructure documentation, including network diagrams, to reflect the current PBM solution. The Contractor must provide the State with updated diagrams showing connectivity between the State and the Contractor, including any subcontractor locations supporting the PBM system.

1.2.8. The Contractor must utilize data extract, transformation, and load (ETL) methods for data conversion and data interface handling, that, to the maximum extent possible, automate the extract, transformation and load processes, and that provide for source to target or source to specification mappings, all business rules and transformations where applied, summary and detailed counts, and any data that cannot be loaded. The Contractor must continue to support existing ETL processes and enhance them as needed to meet evolving requirements.

1.2.9. The Contractor must utilize, where applicable, State standard software, IT, and Project Management Tools, Such as SmartSheet, Microsoft Teams, and Microsoft SharePoint. The Contractor must ensure continued compatibility with these tools and support collaborative workflows.

1.2.10. The Contractor must utilize the Department's collaboration tools, such as SharePoint and Smartsheet to provide for a common, centralized electronic project repository, providing for secure access to authorized Contractor and State staff to project plans, documentation, issues tracking, deliverables, and other project related artifacts, that shall be turned over to the State after Centers for Medicare & Medicaid Services (CMS) certification.

1.3. Reporting Development

1.3.1. The Contractor must maintain and enhance the existing standard reporting package of clinical and utilization reports that serve to meet the State's operational reporting needs. Enhancements must include updates to existing reports, development of new reports as requested by the State, and improvements to report delivery mechanisms.

1.3.2. The Contractor's reporting solutions, coupled with technical, operational and clinical subject matter expertise, must provide the most accurate and timely reporting services to the State for effective and efficient management of the pharmacy program. Reports may be generated daily, weekly, monthly, and/or quarterly based on the State's requirements and must be distributed via a web-based reports library where they shall be made available only to users with secured credentials and authorized access. The Contractor must ensure that the reporting platform supports role-based access, audit logging, and export functionality in multiple formats (e.g., PDF, Excel).

1.4. The Contractor must maintain all claims processing and financial payment systems in continuous, full compliance with all applicable federal and state laws, regulations, rules, policies, and guidance. The Contractor is solely responsible for ensuring that these systems remain accurate, secure, current, and fully capable of meeting all statutory and regulatory obligations.

1.5. The Contractor must administer and manage all federal and supplemental drug rebate programs on behalf of the New Hampshire Medicaid Program. This responsibility includes the following obligations:

1.5.1. Ensuring accurate invoicing, collections, reconciliation, dispute resolution, reporting, and compliance with all applicable federal and state laws, regulations, policies, and program guidance.

1.5.2. Performing all activities in a timely, accurate, and auditable manner and maintaining all documentation necessary to demonstrate full compliance.

1.5.3. Acknowledging that failure to meet these requirements constitutes a material breach of the Contract and may result in corrective action or any other remedies available to the State.

1.6. Certification Review by Centers for Medicare and Medicaid Services (CMS)

1.6.1. The Contractor must ensure the System is capable of continuously monitoring, capturing, and reporting all required metrics necessary to support CMS certification requirements, the State's Operational Readiness Review (ORR) process for validating system and operational procedures, as well as any additional metrics defined by the State to evaluate successful system performance and usage.

1.6.2. The Contractor must participate in CMS PBM Certification Reviews, including, but not limited, to preparation of required materials, coordination with Department staff, and presentation of system functionality, documentation, and performance metrics as required by CMS or the State.

1.7. System Readiness and Stakeholder Support

1.7.1. The Contractor must support activities that ensure continued system readiness and stakeholder engagement. This includes:

1.7.1.1. Ongoing distribution of notices to providers, including pharmacies and prescribers, regarding system updates, policy changes, and operational alerts.

1.7.1.2. Refresher and onboarding training for internal and external stakeholders, including updates to training materials as system enhancements are deployed (see Section 8 – Training).

1.7.1.3. Maintenance and periodic updates of Operation Guides to reflect current system functionality.

1.7.1.4. Maintenance and distribution of Provider Manuals, ensuring alignment with current business rules and system capabilities.

1.7.1.5. Use and periodic review of System readiness checklists to validate preparedness for releases, updates, or policy changes.

1.7.1.6. Execution of Regression Testing for all System changes to ensure continued functionality and performance of existing features.

1.8. Disaster Recovery

1.8.1. The Contractor must meet the disaster recovery requirements as defined in the *Exhibit G, Attachment 1 - IT Requirements Workbook - Activity/ Deliverables/ Milestones*.

1.8.2. The Contractor must also conduct annual disaster recovery testing and provide the State with test results, remediation plans (if applicable), and updated documentation.

1.9. System Capability

1.9.1. The Contractor must ensure the following system availability and access:

1.9.1.1. Provider network connectivity.

1.9.1.2. Documented scheduled down time and maintenance windows.

1.9.1.3. State on-line access to all components of the system.

1.9.1.4. State access to user acceptance testing environment.

1.9.1.5. Documented instructions and user manuals for each component.

1.9.1.6. Secure access.

1.9.1.7. Role-Based Access Control (RBAC) is implemented for all system users, ensuring access is limited to only the data and functions necessary for each user's role. Audit logs of user access and activity, including login attempts, data access, and administrative actions, must be maintained and made available to the State upon request.

1.9.1.8. System monitoring is provided 24 hours a day, 7 days a week (24/7), with automated alerts for outages, performance degradation, failed transactions,

and security incidents. Alerts are routed to appropriate support personnel for immediate triage and resolution.

1.9.1.9. All user-facing system components, including provider and beneficiary portals, comply with applicable federal and state accessibility standards, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d), as amended, and the Web Content Accessibility Guidelines (WCAG) 2.2 Level AA.

1.9.2. The Contractor must ensure the following systems operations support:

1.9.2.1. On-call procedures and contacts.

1.9.2.2. Job scheduling and failure notification documentation.

1.9.2.3. Secure data transmission methodology.

1.9.2.4. Interface acknowledgements and error reporting.

1.9.2.5. Technical issue escalation procedures.

1.9.2.6. Business and customer notification.

1.9.2.7. Change control management.

1.9.2.8. Assistance with user acceptance testing for System updates and coordination of production deployments.

1.9.2.9. Documented interface specifications-data imported and extracts exported.

1.9.2.10. Business Continuity of Operations Plan (COOP).

1.9.2.11. Disaster recovery plan.

1.9.2.12. Automated data files and interfaces.

1.9.2.13. Use of ServiceNow or equivalent IT Service Management (ITSM) platform for tracking incidents, service requests, change requests, and problem management, and provide status updates/status reports during meetings with NH.

1.9.2.14. Monthly operational performance reporting to the State, including metrics such as system uptime, incident response and resolution times, and SLA compliance.

1.9.2.15. Maintenance of operational runbooks and support documentation, reviewed and updated at least annually or following major system changes.

1.9.2.16. Root cause analysis (RCA) documentation for all Severity Level one (1) and Severity Level two (2) incidents, submitted to the State within five (5) business days of incident resolution.

1.9.2.17. Support for scheduled and emergency maintenance windows, including advance notification to the State and post-maintenance validation reporting.

1.9.3. The State's Division of Medicaid Services will send to the Contractor all of the files below, with periodicity noted:

1.9.3.1. Third party liability (TPL) extract to the Contractor (Daily and Weekly).

1.9.3.2. Pharmacy Provider extract to the Contractor-Pharmacy Only (Daily).

1.9.3.3. Prescriber provider extract to the Contractor (Daily).

1.9.3.4. Recipient Eligibility Extract to the Contractor (Daily).

1.9.3.5. Recipient Refresh Data Extract to the Contractor (Bi-weekly).

1.9.3.6. FFS Service authorization file (Daily Monday through Friday).

1.9.3.7. Medical claims to the Contractor-claims types: medical, outpatient, nursing home and inpatient for RetroDUR) (Monthly).

1.9.3.8. Provider, all EXCEPT pharmacy (Monthly).

1.9.3.9. Fee-for-Service and managed care medical claims for physician-administered drugs processed by the MMIS and the managed care organizations to the Contractor - "J", "Q", and "S" Codes only (Quarterly) for rebate processing.

1.9.3.10. HIPAA compliant Electronic Data Interchange (EDI) transaction files-incoming and outgoing to providers and trading partners.

1.9.3.11. Managed care pharmacy data to the Contractor for quarterly rebate processing includes weekly claims files and daily service authorization files.

1.9.4. The Contractor must send to the State all of the Medicaid files below, with periodicity as noted:

1.9.4.1. Paid, reversed, and denied drug claims processed by fund code from the Contractor (biweekly or as scheduled following the financial cycle).

1.9.4.2. A copy of the First Data Bank file, including a clear designation of brand vs. generic drugs and incorporating State Maximum Allowable Cost (SMAC) pricing (Weekly).

1.9.4.3. Quarterly Drug Rebate Invoice totals by labeler and invoice type pre and post adjustments. Individual invoices by labeler must be provided upon request.

1.9.4.4. Monthly Rebate Reconciliation summary by invoice type.

1.9.4.5. Quarterly 64.9R report by invoice type.

1.9.4.6. Quarterly fund code Analysis report (invoice rebate allocation by fund code).

1.9.4.7. Monthly Bank Account Reconciliation Statement.

1.9.5. The State's Division of Public Health (DPH) will send to the Contractor all of the files below, with periodicity noted:

1.9.5.1. Third Party Liability Extract (TPL) to the Contractor (Daily).

1.9.5.2. Provider Extract to the Contractor – Pharmacy Only (Daily).

1.9.5.3. Recipient Eligibility Extract to the Contractor (Daily).

1.9.5.4. Recipient Refresh Data Extract to the Contractor (Monthly).

1.9.5.5. HIPAA compliant EDI transaction files – incoming and outgoing.

1.9.6. The Contractor must send to the State all of the DPH files below:

1.9.6.1. Paid, Voided, Denied Drug Claims Processed (Biweekly or as scheduled following the financial cycle).

1.9.6.2. Drug purchase transaction data via a secure electronic medium, monthly. The timing of this must be data from the first day to the last day of the month is due by the 15th day of the following month. The Contractor must provide all the transactions for the invoice electronically and must be received within the same period as previously listed above.

1.9.6.3. CMS data files for reconciliation of Medicare eligibility data, including data dictionary.

1.9.7. The Contractor must maintain a secure website for Medicaid providers and individuals receiving Medicaid benefits to access member-specific pharmacy information. The Contractor must:

1.9.7.1. Manage provider and beneficiary access to the system, providing for the applicable secure access management, password and Personal Identification Number (PIN) communication, and operational services necessary to assist the providers and individuals receiving benefits with gaining access and utilizing the web portal.

1.9.7.1.1. Provider access must include, but is not limited to:

1.9.7.1.1.1. The ability to electronically submit prior authorization requests and access and utilize other utilization management tools.

1.9.7.1.1.2. The ability to download and print any needed Medicaid program forms and other information; to e-prescribe as an option for providers without electronic medical records or hand held devices.

1.9.7.1.1.3. Provider support to request and receive general program information with contact information for phone numbers, mailing and e-mail address(es).

1.9.7.1.1.4. The ability to provide drug information appropriate to providers; and to access drug history through paid patient claims.

1.9.7.1.1.5. Access to eligibility verification and benefit coverage details.

1.9.7.1.1.6. Secure messaging functionality for communication between providers and the Contractor's clinical or technical support teams.

1.9.7.1.2. Beneficiary access must include, but is not limited to:

1.9.7.1.2.1. Patient relevant pharmacy program information;

1.9.7.1.2.2. Access to appropriate drug information;

1.9.7.1.2.3. Access to available pharmacy locations within a specified radius of a given location; and

1.9.7.1.2.4. Access to pharmacy claims information.

1.9.7.1.2.5. Mobile-responsive design to ensure accessibility across devices.

1.9.7.1.2.6. Compliance with accessibility standards, including Section 508 and WCAG 2.2 Level AA.

1.9.7.1.2.7. Secure login with multi-factor authentication (MFA) for beneficiary accounts.

1.9.8. The Contractor must maintain a secure website for the DPH programs to allow access to general program information. The website must contain the following:

1.9.8.1. Contact information for programs as defined by DPH.

1.9.8.2. Formulary search tool to view formulary information. This tool shall identify drug (generic or brand) availability by strength, formulation, co-payment, formulary status, quantity limits, formulary alternatives, other utilization management tools agreed upon by the parties, and requirement for prior authorization. The tool shall also provide links to prior authorization criteria, fax forms or other necessary prescriber forms. The tool must include updates to formulary status and drug availability to ensure accuracy.

1.9.8.3. Secure web access for Public Health providers, which includes:

1.9.8.3.1. The ability to electronically submit prior authorization requests and access and utilize other utilization management tools. The system must provide confirmation and tracking functionality for submitted prior authorizations;

1.9.8.3.2. The ability to download and print any needed program forms and other information, and to e-prescribe as an option for providers without electronic medical records or hand held devices. The e-

prescribing functionality must comply with applicable standards such as NCPDP SCRIPT and DEA EPCS requirements;

1.9.8.3.3. Provider support to request and receive general program information with contact information for phone numbers, mailing and e-mail address(es); and

1.9.8.3.4. The ability to provide drug information appropriate to providers; and to access drug history through paid patient claims. The System must allow access to drug history for a minimum of the past 24 months. Role-based access controls must be implemented to ensure only authorized users can view patient-specific data.

1.9.9. The Contractor must ensure that the websites for Medicaid providers and Medicaid individuals receiving benefits (Section 1.9.7) and Public Health programs (Section 1.9.8.) also include links to the State's Medicaid, NH ADAP, and TBFA websites.

1.10. Ongoing Operations and Maintenance

1.10.1. The Contractor must analyze claims and present recommendations for utilization management programs to the State on a monthly basis. The proposed utilization management program shall include review of both high risk and high/cost utilization therapies for integration with PA, POS edits, and Drug Utilization Review (DUR) programs or other UM strategies.

1.10.2. The Contractor must provide regular reporting to the State to summarize PA activity on a monthly basis.

1.10.3. The Contractor's Medicaid DUR Program must include:

1.10.3.1. A dedicated full-time Clinical Manager, as referenced in Section 1.13, who shall be responsible for daily oversight of the DUR programs, and shall provide clinical analysis, guidance, and recommendations to the Medicaid DUR Board and Public Health's Medical Advisory Board (MAB).

1.10.3.2. The Contractor's Clinical Manager must present an annual DUR Plan to the DUR Board for consideration, including a profile of all proposed DUR programs and dates for execution, as well as expert advice regarding standards for pharmacist counseling of individuals receiving benefits or other means of improved clinical utilization review. The DUR Plan includes the following:

1.10.3.2.1. The Clinical Manager must attend each DUR Board meeting and present the committee with a written report, including meeting minutes and additionally containing the following information:

1.10.3.2.1.1. Recommendations for additions or changes in drug coverage and PA, dispensing limitations, generic substitution protocols, and other

relevant or innovative suggestions to improve the clinical use of medications for Medicaid recipients.

1.10.3.2.1.2. Provide supportive evidence-based clinical research, documentation, financial impact analysis, and recommendations for newly approved therapies and indications to the Board for consideration.

1.10.3.2.1.3. Based on pharmacy claims, present at least one (1) top therapeutic class and top five (5) high growth therapeutic classes, their current DUR protocol and recommendations for additions or changes in the DUR Program.

1.10.3.2.1.4. Provide educational materials including supportive clinical research, protocols and financial analysis for newly approved therapies and indications to the DUR Board for consideration. Upon approval, this information shall be included as part of the ProDUR and RetroDUR program to targeted physicians.

1.10.3.3. The Contractor's DUR program must comply with all OBRA 90 and state pharmacy laws.

1.10.3.4. The Contractor is responsible for all costs involving travel for meeting attendance and provider education.

1.10.3.5. The Contractor is responsible for paying DUR Board member per diems.

1.10.3.6. The Contractor's DUR program must evaluate drug use patterns among prescribers, pharmacies and individuals receiving benefits, and those associated with specific drugs or groups of drugs. DUR accesses data on drug use against predetermined standards, consistent with peer-reviewed literature and the recommendations of the State DUR Board. The assessment must include, but is not limited to:

1.10.3.6.1. Monitoring for therapeutic appropriateness.

1.10.3.6.2. Over-utilization and under-utilization.

1.10.3.6.3. Appropriate use of generic products.

1.10.3.6.4. Therapeutic duplication.

1.10.3.6.5. Drug-disease contraindications.

1.10.3.6.6. Drug-drug interactions.

1.10.3.6.7. Drug-age contraindications.

1.10.3.6.8. Drug-pregnancy contraindications.

1.10.3.6.9. Incorrect drug dosage or duration of drug treatment.

1.10.3.6.10. Clinical abuse/misuse.

1.10.4. The Contractor's support to DPH includes:

1.10.4.1. Being available to Public Health for consultation and oversight activities related to the management of the ADAP and TBFA formularies on a daily basis.

1.10.4.2. Ensuring the Clinical Manager attends each MAB meeting and provides quarterly written reports to the MAB.

1.10.4.3. Recommending drugs for Prior Authorization and step therapy to the MAB.

1.10.4.4. Ensuring the Clinical Manager provides recommendations for additions or changes in the ADAP and TBFA formularies.

1.10.4.5. Gathering and reviewing information as requested by the MAB in order to facilitate and support formulary management and to assist Public Health in determining a course of action with newly introduced drugs into the market, and providing educational materials including, but not limited to supportive clinical research, protocols and financial analysis for newly approved therapies and indications.

1.11. Call Center Services

1.11.1. General Requirements:

1.11.1.1. The Contractor must continue to operate a toll-free Call Center 24 hours a day, seven (7) days per week, 365 days per year, excluding agreed upon holidays and contractor down time, that includes the following three call lines:

1.11.1.1.1. Provider Clinical Call Line.

1.11.1.1.2. Provider Technical Call Line.

1.11.1.1.3. Member Call Line.

1.11.1.2. The Contractor must continue to provide a technical Call Line that assists participating pharmacies, physicians, other providers, members, and special requestors with inquiries regarding a variety of issues, including but is not limited to:

1.11.1.2.1. Member eligibility and benefits verification.

1.11.1.2.2. Questions regarding reimbursement.

1.11.1.2.3. Covered Drugs.

1.11.1.2.4. Prior Authorization (PA) inquiries.

1.11.1.2.5. Pharmacy locations.

1.11.1.2.6. Claims processing questions

1.11.1.2.7. Other inquiries related to the Contractor's services and Medicaid Fee-for-Service pharmacy program.

1.11.1.3. The Contractor's Call Center and all Call Center representatives/operators must be located in the contiguous United States.

1.11.1.4. The Contractor must acquire and utilize a language line for all non-English speaking callers and comply with all CLAS requirements.

1.11.1.5. The Contractor's call management systems must be scalable and flexible so they can be adapted as needed, within negotiated timeframes where applicable, in response to program, benefit or enrollment changes.

1.11.1.6. The Contractor may use an automated interactive voice response ("IVR") system for managing inbound calls, provided that the caller can always leave the IVR system and wait in queue in order to speak directly with a live-voice representative rather than continue through additional prompts. The Contractor must not have more than one (1) level of menu choice unless approved in advance and in writing by the State. The Contractor's call decision tree and menu are subject to State review and approval.

1.11.1.7. The Contractor must have the ability to make outbound calls without interrupting the ability of callers to continue to access the Call Center.

1.11.1.8. The Contractor's call management system must:

1.11.1.8.1. Provide greeting messaging when necessary.

1.11.1.8.2. Play prerecorded music for the callers while they are on hold; the Contractor may also play messages about clinical programs that the State has adopted, and other subjects as approved by the State.

1.11.1.8.3. Not play advertising or informational messages for callers while they are on hold unless approved in advance and in writing by the State (or the State directs the Contractor to play certain messages).

1.11.1.8.4. Provide a message that notifies callers that calls may be recorded and monitored by the Contractor and the State for quality control purposes.

1.11.1.8.5. Record and index all calls such that the Contractor can easily retrieve recordings of individual calls based on the phone number of the caller, the caller's name, the

date/time of the call, or the call center representative who handled the call. The Contractor must provide a full recording of each call upon the State's request, using only the Member's name or identifier to locate the call(s).

1.11.1.8.6. Enable the logging of all calls, including:

1.11.1.8.6.1. The caller's identifying information (e.g., employee ID);

1.11.1.8.6.2. The call date and time;

1.11.1.8.6.3. The reason for the call);

1.11.1.8.6.4. The call center representative/operator that handled the call;

1.11.1.8.6.5. The length of call; and

1.11.1.8.6.6. The resolution of the call (and if unresolved, the action taken and follow up steps required).

1.11.1.8.7. Maintain a history of correspondence and call transactions for performance management, quality management and audit purposes. This history will contain the actual information, a date/time stamp that corresponds to when the transaction took place, the origin of the transaction (the State and/or the State's designee, the Customer, etc.) and the Contractor's representative/operator that processed the transaction.

1.11.1.9. The Contractor must have the ability to allow the State to listen and provide feedback on pre-recorded calls, without any preselection of calls or prescreening by the Contractor. The Contractor must also provide call center recording, in accordance with HIPAA privacy law. Calls will be pulled by the Contractor upon request and made available through listening sessions with Prime or the recordings will be uploaded to an agreed upon secured file location. The Contractor understands and agrees the objective of using call monitoring and recording is to make certain that Customer Service Representatives (CSRs) provide timely, functional, and valuable support for the Pharmacy Program – while being professional, considerate, supportive, and responsive to the needs of the Providers and Members.

1.11.1.10. The Contractor must offer Providers and individuals receiving benefits with an option on the toll-free telephone number to consult with a licensed pharmacist. Members and Providers must have an option to receive a call back from a pharmacist within one (1) hour. This help desk must be available twenty-four (24) hours a day, seven days a week to respond to questions and problems from Providers and individuals receiving benefits.

1.11.1.11. The Contractor must supply all the required information systems, telecommunications, and personnel to perform these operations. Personnel must include appropriate clinical personnel who must meet state licensure requirements.

1.11.1.12. The Contractor must staff each call line with a core team of dedicated staff. At a minimum, the Contractor must maintain staffing levels consistent with the staffing ratios and roles set forth in Section 1.13 (Staffing). For the Provider Clinical Call Line, the core team must consist of pharmacy technicians and pharmacists. The Contractor must supplement the core team with additional staff as needed based on call volume. The Contractor must schedule and utilize dedicated Call Center staff on all call center shifts to serve as subject matter experts and must ensure all call center staff complete required training (see Section 8 – Training).

1.11.1.13. The Contractor must notify the State of any customer service disruptions lasting more than an hour. Customer service disruptions include, but are not limited to, unexpected technical issues, scheduled maintenance, or known/unknown risks (e.g., weather-related).

1.11.2. Performance Measures

1.11.2.1. The Contractor must participate in all quality compliance, monitoring, and improvement activities requested by the State that will include, but are not limited to:

1.11.2.1.1. Participation in electronic and in-person call record reviews.

1.11.2.1.2. Participation in site visits, which may be in-person or virtually, depending on an accepted location and structure of the Contractor.

1.11.2.2. The Contractor's Call Center must continue to maintain a First Call Resolution rate of seventy-five percent (75%) or greater.

1.11.2.3. All inbound calls to the Contractor's Call Center and/or toll-free customer service lines must be answered within an average time of twenty (20) seconds or less, including calls routed to an interactive voice response (IVR).

1.11.2.4. Inbound calls to the Contractor's Call Center and/or toll-free customer service lines must be answered with an abandonment rate of 2% or less. Measurement includes calls routed to an IVR and excludes calls abandoned by the Member within the first twenty (20) seconds.

1.11.2.5. The Contractor must resolve at least ninety-five percent (95%) of issues at the first point of contact. The Contractor must close one hundred percent (100%) of open call issues within five (5) Business Days.

1.11.2.6. The Contractor must maintain a full-service staff, as set forth in Section 1.13 (Staffing), to respond to inquiries, correspondence, complaints, and problems. The Contractor must answer, in writing, ninety-five percent (95%) of written (mail and e-mail) inquiries from Members concerning requested information, including the status of Claims submitted and benefits available through the Pharmacy Program within five (5) business and one hundred percent (100%) within ten (10) days.

1.11.2.7. The Contractor must ensure the Call Center returns all messages and makes outbound phone calls to resolve open issues within forty-eight (48) hours.

1.11.2.8. The Contractor must respond to initial Prior Authorization (PA) requests received from Providers within twenty-four (24) hours of receipt one hundred percent (100%) of the time. The Contractor must communicate the PA decision back to the Provider within twenty-four (24) hours of receipt of all necessary information to make a decision. Receipt is defined as the time of the initial call to the PA call center, the receipt of a fax at the call center, or the receipt of an electronic PA request

1.12. Reporting

1.12.1. The Contractor must produce and provide to the State the required reports identified in *Exhibit G, Attachment 3 – PBM Required Reports*.

1.12.2. The Contractor may be required to provide other data and metrics on an ad hoc basis to the State in a format and time frame specified by the Department.

1.13. Staffing

1.13.1. The Contractor must provide the following key staff:

Role	Minimum Qualifications	Responsibilities
Clinical Manager	Must have at least five (5) years clinical experience, prior public sector experience with a preference for Medicaid experience, and at least two (2) years of clinical pharmacy management experience	The Clinical Manager shall be responsible for daily oversight of drug coverage parameters, all clinical programs and the provider network and interface with the Drug Use Review (DUR) Board. The Clinical Manager shall be responsible for daily oversight of the DUR programs, and shall provide clinical analysis, guidance, and recommendations to the DUR Board. The Clinical Manager shall be responsible for daily oversight and clinical review of individuals, physicians, and pharmacists. The Clinical Manager shall coordinate with the State, which shall be responsible for approving all UM programs.

Role	Minimum Qualifications	Responsibilities
Reporting Specialist	Must be familiar with pharmacy data management and reporting and with a minimum of two (2) years' experience in the pharmacy industry.	The Reporting Specialist shall be required to work with medical claim data in addition to pharmacy claim data.
Account Manager	Must have a pharmacy degree, either Bachelor of Pharmacy of Doctor of Pharmacy, or a Master of Business Administration degree and five (5) years of pharmacy-related experience, is knowledgeable in state government affairs, and has prior Medicaid experience.	The Account Manager shall represent the Contractor during the ongoing operation of the contracted services.
Project Manager	Must have a Business Administration or Computer Engineering/Science degree and five (5) years of pharmacy-management related experience, is knowledgeable in state government affairs, has prior Medicaid experience, and experience in managing IT systems and implementation.	Day-to-day project director, leader responsible for project management and coordination.
Service Manager (O&M Project Manager)	Must have a Business Administration or Computer Engineering/Science degree and five (5) years of pharmacy-management related experience, is knowledgeable in state government affairs, has prior Medicaid experience, and experience in managing IT systems and implementation.	Day-to-day operations and maintenance director, leader responsible for O&M service, management, and coordination.

1.13.2. The Contractor must provide the following call center staff:

Role	Minimum Staffing Ratio	Function	Coverage Requirement
Call Center Representatives	Four (4) per Call Line (baseline)	Member/provider inquiries, general support	Available 24 hours a day, 7 days a week, 365 days a year.
Certified Pharmacy Technicians	Two (2) per Technical/Provider Call Line	Technical/provider inquiries, PA processing	
Interpreter Agents	As needed (on-demand)	Multilingual support (300+ languages)	
Pharmacists (PharmD/RPh)	One (1) per Clinical Call Line	Clinical support, DUR oversight, PA review	
Quality Assurance Staff	One (1) per shift	Call monitoring and compliance	

Registered Nurses	One (1) per Clinical Call Line	Clinical assistance	

1.13.3. Staffing may be subject to modification with the Department's written approval.

2 TECHNICAL REQUIREMENTS

2.4 The Contractor must be responsible for meeting the Technical Requirements identified in *Exhibit G, Attachment 1 - IT Requirements Workbook and the Performance Standards included in Exhibit G, Attachment 4 – Performance Standards and Liquidated Damages*.

2.5 Liquidated Damages:

2.5.1 The State intends to implement liquidated damages as described in *Exhibit G, Attachment 4 – Performance Standards and Liquidated Damages* in the event any Performance Standards are not met.

2.5.2 The Contractor agrees that the actual damages that the State will sustain in the event the Contractor fails to maintain the required performance standards throughout the term of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required Performance Standards will more than likely substantially delay and disrupt the Department's operations.

2.5.3 Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies that may be available to the State.

2.5.4 The State will determine compliance and assessment of liquidated damages as often as it deems necessary to ensure required Performance Standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Vendor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State. At its sole discretion, the State may temporarily provide partial relief or exemption from one or more Liquidated Damages.

2.5.5 The State may perform an annual review to assess if the liquidated damages set forth in *Exhibit G, Attachment 4 – Performance Standards and Liquidated Damages* align with actual damages and/or with the State's strategic aims and areas of identified non-compliance, and update *Exhibit G, Attachment 4 – Performance Standards and Liquidated Damages* as needed via contract amendment.

3 DELIVERABLE, ACTIVITY, OR MILESTONE

3.4 The Contractor must be responsible for meeting the Deliverables, Activities and/or Milestones identified in the *Exhibit G, Attachment 1 - IT Requirements Workbook - Activity/ Deliverables/ Milestones*.

4 HELPDESK SUPPORT

4.4 The Contractor must provide Help Desk support for the benefit of State staff, providers and members.

4.5 The Contractor must provide Help Desk support twenty four hours per day, seven days per week, three hundred and sixty five days per year. The Contractor must respond within two (2) hours of the initial query.

5 INTERFACES

5.4 The Contractor must maintain and support all existing system interfaces, including but not limited to those with the State's MMIS, eligibility systems, and other data exchange partners, as defined in *Exhibit G, Attachment 1 – IT Requirements Workbook*.

6 OPERATIONAL TRANSITION AND CHANGE MANAGEMENT SUPPORT

6.4 The Contractor must support the State in maintaining continuity of operations, including any updates to business processes, reporting, or stakeholder engagement.

6.5 The Contractor must continue to manage operational activities using project management tools and practices that support issue tracking, task management, and communication with the State.

6.6 The Contractor and the State shall collaborate on a Change Management approach to support any updates to policies, procedures, or system enhancements, including communication and training as needed.

6.7 Any updates to timelines, deliverables, or operational milestones must be reflected in the Work/Project Plan referenced in Section 1.1, and reviewed during regular status meetings.

7 MEETINGS AND COMMUNICATION REQUIREMENTS

7.4 The Contractor must provide the following meeting and communication services to ensure effective coordination, oversight, and performance monitoring throughout the duration of the contract. These meetings are intended to support operational continuity, foster collaboration, and ensure alignment with the State's objectives. The Contractor must provide, at a minimum, the following:

7.4.1 Contract Transition and Orientation Meeting: This meeting will confirm continuity of operations, review any changes in scope, performance expectations, or project procedures and ensure alignment between the State and Contractor for the new contract term. Additionally, key personnel from both State and Contractor will be introduced and confirm their roles and responsibilities as well as review any updates to project procedures or expectations.

7.4.2 Ongoing Status Meetings: These meetings will be conducted at least bi-weekly to review operational performance, address issues, and ensure continued alignment with contract requirements.

7.4.3 Operational Work/Project Plan: The Work/Project Plan referenced in Section 1.1 must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, to reflect current activities, deliverables, and any changes in priorities.

7.4.4 Special Meetings: Special Meetings may be scheduled as needed to address emerging issues, policy changes, or urgent operational matters.

7.4.5 Contract Closeout Meeting: This meeting will focus on lessons learned, review of contract performance, and discussion of any follow-up actions or transition planning for future procurements.

8 TRAINING

8.1 The Contractor must adhere to the requirements as defined in the *Exhibit G, Attachment 1 - IT Requirements Workbook*.

8.2 The Contractor must coordinate with the State to facilitate training activities between the Contractor and State. Training materials must not include live data, or actual State Confidential Data, as defined in *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*.

8.3 The Contractor must commence training on a date to be determined for up to four (4) expected Call Center representatives/operators on the phone. A minimum of four (4) Call Center representatives/operators is required with the expectation that the State may require an increase in the number of Call Center representatives/operators based on an increase in volume. In the event the State requests more than four (4) Call Center representatives/operators on the phone, the Contractor and the State will mutually agree on the new scope to support the extended agent request. The Contractor must continue iterative training to maintain requested number of Call Center representatives/operators as attrition and/or termination actions occur.

8.4 The Contractor must provide HIPAA, privacy, information security, and other training identified by the State as relevant to support the operation. The Contractor must ensure that any platform used for training shall meet the State's information security and privacy requirements, as set forth in *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements, and the Exhibit G, Attachment 1 - IT Requirements Workbook* of this Contract. Training practices shall focus on the importance of Personally Identifiable Information (PII) and Protected Health Information (PHI), including awareness that phone numbers (cell and landline) are considered PII and safeguards that avoid the potential for individuals near the call center agent to overhear PHI, PII or personal financial information. At no time are Call Center representatives/operators permitted to make notations on paper or screenshot information, record or video interactions with clients; all documentation must be done in the system without exception.

8.5 The Contractor must ensure the training and policy cover and reinforce that call center agent contact with NH citizens and State staff shall be for business purposes only in support of this contract.

8.6 The State reserves the right to review or otherwise validate the Contractor training and Call Center HIPAA and Information Security compliance at any time throughout the term of this Agreement.

8.7 The Contractor must conduct Teams meetings on an agreed upon schedule with the State to review additional training needs based upon call center activity and the subject matter of calls to update knowledge base in order to increase first call resolution.

8.8 Training Schedule Requirements

8.8.1 The Contractor must develop and maintain a comprehensive training schedule for all training activities conducted during implementation and throughout the Contract term.

8.8.2 The Contractor must identify all training activities required to support an effective learning experience for employees, State users, providers, and other stakeholders.

8.8.3 The Contractor must create a training schedule that lists each training course, duration, intended audience, delivery method, and the dates, times, and locations of each session.

8.8.4 The Contractor must coordinate with the State to schedule training for all identified application users from the State.

8.8.5 The Contractor must update the training schedule as needed to reflect changes in implementation timelines, user availability, or training requirements.

8.8.6 The Contractor must ensure the training schedule includes, at a minimum, training covering:

8.8.6.1 New hire onboarding and technical and/clinical training;

8.8.6.2 Call Center operational training;

8.8.6.3 System and application training for all tools used under this Contract;

8.8.6.4 Reporting and business intelligence training;

8.8.6.5 Provider education and orientation materials; and

8.8.6.6 Implementation-specific training required for Go-Live (7/1/2027).

8.9 Training Evaluation Requirements

8.9.1 The Contractor must require all training participants to complete a course evaluation at the conclusion of each training event.

8.9.2 The Contractor must provide evaluation results received through an electronic platform; however, the application must be approved by the State prior to use and must comply with all State security, privacy, and data-protection requirements. The Contractor must not collect, store, or transmit any Protected Health Information (PHI) or Personally Identifiable Information (PII) through the evaluation application. All evaluation data must be accessible to the State upon request, shall remain the property of the State, and shall be stored, transmitted, and retained in accordance with State-approved security and retention standards

8.9.3 The Contractor must collect, review, and analyze evaluation feedback to identify training effectiveness, learner satisfaction, and areas requiring improvement.

8.9.4 The Contractor must update training materials, activities, and assessments based on evaluation results, quality trends, and performance data.

8.9.5 The Contractor must prepare a training report for each training event that includes, at minimum:

8.9.5.1 Purpose of the training;

8.9.5.2 List of attendees (invited and attended);

8.9.5.3 Proficiency scores (if applicable);

8.9.5.4 New training requested;

8.9.5.5 Technical concerns identified;

8.9.5.6 Training materials used; and

8.9.5.7 Instructor observations.

8.10 Course summary

8.10.1 The Contractor must distribute the training report to the State and to relevant Contractor staff, management, and requestors.

8.10.2 If evaluation results indicate that changes to training content are necessary, the Contractor must:

8.10.2.1 Work with the State to identify learning gaps and required revisions.

8.10.2.2 Revise training content accordingly.

8.10.2.3 Schedule and deliver refresher or updated training sessions as needed.

8.11 Ongoing Training Needs Identification

8.11.1 The Contractor must continuously monitor training needs using scorecards, quality trends, call calibration results, and performance data.

8.11.2 If the State identifies deficiencies or training needs, the Contractor must:

8.11.2.1 Consult with Pharmacy Call Center leadership to design and deliver appropriate training.

8.11.2.2 Implement corrective training in a timely manner.

8.12 Provider Outreach and Education

8.12.1 The Contractor must work closely with the State to ensure that providers receive the information and training necessary to understand PBM requirements, business rules, and operational processes.

8.12.2 The Contractor must develop and execute provider education, outreach, communication, and training plans.

8.12.3 The Contractor must provide training and informational materials to providers during implementation and throughout operations.

8.12.4 The Contractor must respond to provider questions and deliver additional education on identified topics as needed.

8.12.5 The Contractor must ensure providers are prepared for operational processes at Go-Live and beyond.

9 TESTING & ACCEPTANCE SERVICES

9.1 The Contractor must support the State and New Hampshire Department of Information Technology (DoIT)to test and use the software solution. User acceptance testing signoff by the State must occur before Go-Live (7/1/2027).

9.2 The Contractor shall bear all responsibilities to conduct requirement review and validation to determine which components of our testing methodology will be applicable. The Contractor will also provide demonstration of the applications as necessary to the State and DoIT staff responsible for test activities. The Contractor is responsible for all aspects of testing including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

9.3 The testing methodology must reflect the needs of the Project, as agreed upon with the State and be included in the finalized Work Plan. The Contractor will work with the State during the DDI phase to determine applicability of each testing phase.

9.4 All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the software solution as a whole, (e.g., software modules or functions, and Implementation(s)). This must include planning, test scenario and script development, data and system preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

9.5 In addition, the Contractor must provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor must correct Deficiencies and support required re-testing.

10 MAINTENANCE, OPERATIONS AND SUPPORT

10.1 System Maintenance

10.1.1 The Contractor must maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor must make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

10.2 System Support

10.2.1 The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

10.2.2 As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to those identified in *Exhibit G, Attachment 1 - IT Requirements Workbook*.

10.3 Support Obligations

10.3.1 The Contractor must repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

10.3.2 The Contractor must maintain a record of the activities related to Warranty repair or maintenance activities performed for the State;

10.3.3 For all maintenance activities, The Contractor must ensure the following information will be collected and maintained:

a. Nature of the Deficiency;

b. Current status of the Deficiency;

c. Action plans, dates, and times;

d. Expected and actual completion time;

e. Deficiency resolution information;

f. Resolved by;

g. Identifying number i.e. work order number; and

h. Issue identified by.

10.3.4 The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:

a. Mean time between Reported Deficiencies with the Software;

b. Diagnosis of the root cause of the problem; and

c. Identification of repeat calls or repeat Software problems.

10.3.5 If the Contractor fails to correct a Deficiency, the Contractor may be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

11 DATA PROTECTION

11.1 The Contractor must comply with *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*.

12 DATA LOCATION

12.1 The Contractor must provide its Services to the State and its End Users solely from data centers within the contiguous United States. All storage, processing and transmission of Confidential Data and State Data shall be restricted to information technology systems within the contiguous United States. The Contractor must not allow its End Users, as defined in *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*, to store Confidential Data or State Data on portable devices, including company issued laptops, unless prior written exception is provided by the State's Information Security Officer or designee. The Contractor may permit its End Users to access non-production and State Data remotely only to provide technical support and as specified or required by the Contract. The State's Information Security Officer or designee reserves the right to make exceptions to this section.

13 PRIVACY IMPACT ASSESSMENT (PIA)

13.1 Upon request, the Contractor must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or State 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 State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following:

13.1.1 How PII is gathered and stored;

13.1.2 Who will have access to PII;

13.1.3 How PII will be used in the system;

13.1.4 How individual consent will be achieved and revoked; and

13.1.5 Privacy practices.

13.2 The State 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.

14 BACKGROUND CHECKS

14.1 The Contractor must conduct criminal background checks, at its own expense, and not utilize any End Users, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor agrees to perform continuous monthly monitoring to ensure criminal background checks are current.

14.2 The Contractor must promote and maintain an awareness of the importance of securing the State's information among the Contractor's End Users. Contractor's End Users shall not be permitted to handle, access, view, store or discuss Confidential Data until an attestation is received by the Contractor that all Contractor End Users associated with fulfilling the obligations of this Contract are, based on criteria provided herein are, eligible to participate in work associated with this Contract.

15 FEDERAL DATA

15.1 This Contract requires the Contractor to access, handle or view federal data under the State's custodianship to fulfill its contractual obligations. As a condition of the State's electronic data exchange and/or computer/data matching agreements with its various federal partners the State is required to safeguard the confidentiality, integrity, and availability of the federal information provided through the agreement from unauthorized access and improper disclosure, as well as adhere to NIST 800-53 (latest version).

15.2 The State will provide the Security Requirements and Procedures for the applicable federal agency or agencies to the Contractor to assist in meeting its federal safeguarding requirements. In addition to *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*, the provided federal agency security document(s) will provide a detailed description of management, operational and technical controls required. The foundations for the requirements are the Federal Information Security Management Act (FISMA), Public Law (P.L.) 107-347, the Privacy Act of 1974 and federal agency's own policies, procedures, and directives.

16 DATA INTEGRATION AND INGESTION

16.1 The Contractor must provide the professional services and daily (minimum once per day) automated ability to export and/or provide direct data connection access to all of the data maintained by the System, and if needed delivered to the State via Secure File Transfer Protocol (SFTP) per *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*, or another secured methodology mutually agreed upon by both parties and

approved by the State's Information Security Office. Additionally, a data dictionary and model must be provided for any data being provided to the State.

16.2 The Contractor must provide professional services to assist in the ingestion of the data provided utilizing the State's Informatica, Oracle and Tableau tools as well as create data models, visualizations, reports and dashboards for data analytics in the State's Enterprise Business Intelligence (EBI) system that currently consists of an Oracle 19c database, Informatica for ETL and Metadata Management, and Tableau for reporting and data visualizations.

17 CONTRACT END OF LIFE TRANSITION SERVICES

17.1 General Requirements

17.1.1 If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the State and, if applicable, the Contractor engaged by the State to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the State, the Contractor must begin working with the State and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor.

17.1.2 The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

17.1.3 If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the State, along with the inventory document, once transition of State Data is complete.

17.1.4 The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the State and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

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

17.1.6 In the event where the Contractor has comingled State Data and the destruction or Transition of said data is not feasible, the State and Contractor will jointly evaluate

regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*.

17.2 Completion of Transition Services

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

17.2.2 Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*.

17.3 Disagreement over Transition Services Results

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

18 STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE

18.1 Contractor End Users authorized by the State's Information Security Office to access the State's network or system and/or use a state issued device (e.g. computer, IPad, cell phone) in the fulfillment of this Contract, each individual being granted access must:

18.1.1 Sign and abide by applicable State and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

18.1.2 Use the information that they have permission to access solely for conducting official state business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall they access or attempt to access information without having the express authority of the State to do so;

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

18.1.4 Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the State, 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 State;

18.1.5 Only use equipment, software, or subscription(s) authorized by the State's Information Security Office;

18.1.6 Follow the State's procedure for requesting and installing State authorized software on State equipment;

18.1.7 Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems";

18.1.8 Agree that use of email must follow State and NH DoIT policies, standards, and/or guidelines; and

18.1.9 Agree when utilizing the State's email system:

18.1.9.1 To only use a state email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

18.1.9.2 Include in the signature lines information identifying the End User as a non-state workforce member; and

18.1.9.3 Ensure the following confidentiality notice is embedded underneath the signature line:

18.1.9.3.1 **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."

18.2 The Contractor End Users with a State issued email, access or potential access to Confidential Data, and/or a workspace in a State building/facility, must:

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

18.2.2 Sign the State's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

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

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

18.4 The Contractor agrees, to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or

badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office or designee immediately.

19 WORKSPACE REQUIREMENT

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

20 WEBSITE AND SOCIAL MEDIA

20.1 The Contractor must work with the State's Communications Bureau to ensure that all social media and websites designed, created, or managed on behalf of the State meet all State and NH DoIT website and social media requirements and policies.

20.2 The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Data 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 Data is subject to DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract 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.

20.3 State of New Hampshire's Website Copyright

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

21 DELIVERABLE REVIEW AND ACCEPTANCE

21.1 Non-Software and Written Deliverables Review and Acceptance

21.1.1 The Contractor must provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for review. After receiving such Certification from the Contractor, the State will review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then

the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor must correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work / Project Plan. If no period for the Contractor's correction of the Deficiency or resolution of condition is identified, The Contractor must correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

21.2 Software Deliverables Review and Acceptance

21.2.1 System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

21.3 Number of Deliverables

21.3.1 Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

21.4 Conditional and Unconditional Acceptance

21.4.1 By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

22 CHANGE ORDER / CHANGE MANAGMENT

22.1 The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within fifteen (15) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work / Project Plan.

22.2 Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work / Project Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5)

business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

22.3 Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

22.4 A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

23 PROJECT MANAGEMENT

23.1 The Contractor must provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor must employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

23.2 The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

23.3 The Contractor Key Project Staff

23.3.1 The Contractor's Contract Manager

23.3.1.1 The Contractor must assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.

23.4 The Contractor's Project Manager

23.4.1 The Contractor must assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement.

23.4.2 The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

23.4.3 The Contractor's Project Manager's duties shall include the following:

a. Leading the Project;

b. Managing significant issues and risks;

c. Review and approval of Change Orders; and

d. Managing stakeholders' concerns.

23.5 The Contractor's Additional Key Project Staff

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

23.6 Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

23.6.1 The State Contract Manager

23.6.1.1 The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration.

23.6.2 The State Project Manager

23.6.2.1 The State Project Manager's duties shall include the following:

a. Leading the Project;

b. Engaging and managing all Contractors working on the Project;

c. Managing significant issues and risks;

d. Reviewing and accepting Contract Deliverables;

e. Invoice sign-offs;

f. Review and approval of Change Orders; and

g. Managing stakeholders' concerns.

24 CONTRACT WARRANTIES AND REPRESENTATIONS

24.1 System

24.1.1 The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

24.2 Warranty

24.2.1 The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

24.2.2 For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor must:

24.2.2.1 provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

24.2.2.2 the re-performance of the deficient Services, or

24.2.2.3 if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

24.3 Compatibility

24.3.1 The Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

24.4 Services

24.4.1 The Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

25 SOFTWARE AGREEMENT

25.1 The Contractor must provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: *Software Agreement.*

26 ADMINISTRATIVE SERVICES

26.1 The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: *Administrative Services*.

27 TERMS AND DEFINITIONS

27.1 Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

28 CONTRACTOR'S CERTIFICATES

28.1 Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank

EXHIBIT C: PAYMENT TERMS

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

1.1. Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

2.1. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded," including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

3.1. The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. INVOICING

Project Schedule	Timeframe	Price
Design, Development and Implementation (DDI) (12 Month+) Period	Beginning Upon Governor and Executive Council approval to June 30, 2027.	$321,345
Maintenance and Operations Year 1	July 1, 2027 – June 30, 2028	$2,447,605
Maintenance and Operations Year 2	July 1, 2028 – June 30, 2029	$2,521,009
Maintenance and Operations Year 3	July 1, 2029 – June 30, 2030	$2,596,646
*This table does not include Pool Hours		

4.1. The Contractor will be paid on a monthly basis for operational costs consisting of the following:

Base operational costs, which includes:

a. Software

b. Hosting; and

c. Other; and

2. Pool Hours.

4.2. The Contractor must submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval. The Contractor must only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

4.3. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

5. INVOICE ADDRESS

5.1. Invoices may be submitted as follows:

5.1.1. NH ADAP:

Email: DHHS.DPHS.Contract@dhhs.nh.gov

Mailing Address:
Karen Hammond
NH CARE Program/NH ADAP
29 Hazen Drive
Concord, NH 03301

5.1.2. DHHS Medicaid:

Email: DMSInvoices@dhhs.nh.gov

Mailing Address:
Financial Manager
Division of Medicaid Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. PAYMENT ADDRESS

6.1. Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm

7. OVERPAYMENTS TO THE CONTRACTOR

7.1. The Contractor must promptly, but no later than fifteen (15) business days, return to the

State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

8. CREDITS

8.1. The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

9. PAYMENT SCHEDULE

9.1. This is a Not to Exceed 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 must be 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:

9.2. Software License Pricing

9.2.1. For purposes of this Agreement, all Software Licensing activities shall be classified as Operations, and associated costs must be invoiced on a monthly basis.

9.2.2. Of the Software License Pricing, the Contractor must allocate and invoice amounts by State Fiscal Year (SFY) and program as specified below. The amounts listed are the monthly invoiced amount. These allocations are mandatory and must not be modified without prior written approval from the State.

9.2.2.1. SFY 2028

9.2.2.1.1. NH ADAP: $1,705

9.2.2.1.2. DHHS Medicaid: $11,412

9.2.2.2. SFY 2029

9.2.2.2.1. NH ADAP: $1,756

9.2.2.2.2. DHHS Medicaid: $11,755

9.2.2.3. SFY 2030

9.2.2.3.1. NH ADAP: $1,809

9.2.2.3.2. DHHS Medicaid: $12,107

SOFTWARE LICENSE PRICING	SFY 2027 Upon G&C approval – 6/30/2027	SFY 2028 7/1/2027 – 6/30/2028	SFY 2029 7/1/2028 – 6/30/2029	SFY 2030 7/1/2029 – 6/30/2030	Total Price
	$0	$157,412	$162,134	$166,999	**$486,545**

9.3. Hosting Pricing

9.3.1. For purposes of this Agreement, all Hosting activities shall be classified as

Operations, and associated costs must be invoiced on a monthly basis.

9.3.2. Of the Hosting Pricing, the Contractor must allocate and invoice amounts by State Fiscal Year (SFY) and program as specified below. The amounts listed are the monthly invoiced amount. These allocations are mandatory and must not be modified without prior written approval from the State.

9.3.2.1. SFY 2028

9.3.2.1.1. NH ADAP: $3,330

9.3.2.1.2. DHHS Medicaid: $22,283

9.3.2.2. SFY 2029

9.3.2.2.1. NH ADAP: $3,430

9.3.2.2.2. DHHS Medicaid: $22,952

9.3.2.3. SFY 2030

9.3.2.3.1. NH ADAP: $3,533

9.3.2.3.2. DHHS Medicaid: $23,640

HOSTING DESCRIPTION: Backup and data recovery	**SFY 2027** Upon G&C approval – 6/30/2027	**SFY 2028** 7/1/2027 – 6/30/2028	**SFY 2029** 7/1/2028 – 6/30/2029	**SFY 2030** 7/1/2029 – 6/30/2030	**Total Price**
	$0	$307,365	$316,587	$326,085	**$950,037**

9.4. Other Cost Pricing

9.4.1. For purposes of this Agreement, all Other Cost activities shall be classified as Operations, and associated costs must be invoiced on a monthly basis.

9.4.2. Of the Other Cost Pricing, the Contractor must allocate and invoice amounts by State Fiscal Year (SFY) and program as specified below. The amounts listed are the monthly invoice amount. These allocations are mandatory and must not be modified without prior written approval from the State.

9.4.2.1. SFY 2028

9.4.2.1.1. NH ADAP: $21,481

9.4.2.1.2. DHHS Medicaid: $143,754

9.4.2.2. SFY 2029

9.4.2.2.1. NH ADAP: $22,125

9.4.2.2.2. DHHS Medicaid: $148,065

9.4.2.3. SFY 2030

9.4.2.3.1. NH ADAP: $22,789

9.4.2.3.2. DHHS Medicaid: $152,507

OTHER PRICE DESCRIPTION: Staffing	SFY 2027 Upon G&C approval – 6/30/2027	SFY 2028 7/1/2027 – 6/30/2028	SFY 2029 7/1/2028 – 6/30/2029	SFY 2030 7/1/2029 – 6/30/2030	Total Price
	$0	$1,982,828	$2,042,288	$2,103,562	**$6,128,678**

9.5. Deliverables, Activities and Milestones

9.5.1. The Contractor must be responsible for meeting the Deliverables, Activities and/or Milestones identified in *Exhibit G, Attachment 1 - IT Requirements Workbook - Activity/ Deliverables/ Milestones*.

9.5.2. The Contractor must invoice the Deliverables, Activities and Milestones listed in *Exhibit G, Attachment 1 - IT Requirements Workbook - Activity/ Deliverables/ Milestones* upon completion of each item.

9.5.3. Of the Total Price for Deliverables, Activities, and/or Milestones, the Contractor must allocate and invoice amounts by State Fiscal Year (SFY) and program as specified below. These allocations are mandatory and must not be modified without prior written approval from the State:

9.5.3.1. SFY 2026/2027

9.5.3.1.1. NH ADAP: $1,200

9.5.3.1.2. DHHS Medicaid: $320,145

DELIVERABLES, ACTIVITIES AND MILESTONES PRICING	SFY 2027 Upon G&C approval – 6/30/2027	SFY 2028 7/1/2027 – 6/30/2028	SFY 2029 7/1/2028 – 6/30/2029	SFY 2030 7/1/2029 – 6/30/2030	Total Price
	$321,345	$0	$0	$0	**$321,345**

9.6. Pool of Service Hours Pricing

9.6.1. The Contractor must provide Pool of Service Hours to support State-approved system enhancements.

9.6.2. The Contractor must invoice for Pool of Service Hours based on the actual hours delivered for State-approved system enhancements.

9.6.3. Unused Pool of Service Hours may be carried forward to the next State Fiscal Year or adjusted downward at the State's discretion.

9.6.4. Of the Pool of Service Hours Pricing, the Contractor must allocate and invoice amounts by State Fiscal Year (SFY) and program as specified below. These allocations are mandatory and must not be modified without prior written approval from the State.

9.6.4.1. SFY 2027

9.6.4.1.1. NH ADAP: $0

9.6.4.1.2. DHHS Medicaid: $150,000

9.6.4.2. SFY 2028

9.6.4.2.1. NH ADAP: $0

9.6.4.2.2. DHHS Medicaid: $154,500

9.6.4.3. SFY 2029

9.6.4.3.1. NH ADAP: $0

9.6.4.3.2. DHHS Medicaid: $159,135

9.6.4.4. SFY 2030

9.6.4.4.1. NH ADAP: $0

9.6.4.4.2. DHHS Medicaid: $163,905

POOL OF SERVICE HOURS PRICING	SFY 2027 Upon G&C approval – 6/30/2027	SFY 2028 7/1/2027 – 6/30/2028	SFY 2029 7/1/2028 – 6/30/2029	SFY 2030 7/1/2029 – 6/30/2030	Total Price
Number of Hours	1,500	1,500	1,500	1,500	
Rate	$100	$103	$106	$109	
Total	$150,000	$154,500	$159,135	$163,905	**$627,540**

9.7. Pricing Summary

PRICING SECTION	PRICE TYPE	TOTAL PRICE
Base Operational Costs		
9.2	Software License Pricing	$486,545
9.3	Hosting Pricing	$950,037
9.4	Other Pricing	$6,128,678
Other Operational Costs		
9.5	Activities/Deliverables/Milestones Pricing	$321,345
9.6	Pool of Service Hours Pricing	$627,540
	GRAND TOTAL	**$8,514,145**

10. FUNDING SOURCE

1.1. This Agreement is funded by:

1.1.1. 65% Federal funds, as awarded on 10/1/2025, by the Centers for Medicare & Medicaid Services, ALN 93.778, FAIN 2605NH5ADM.

1.1.2. 16% General funds.

1.1.3. 19% Other funds (as defined in RSA 126-AA:3,I and Pharmaceutical Rebates).

1.2. For the purposes of this Agreement the Department has identified:

1.2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.

1.2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.

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EXHIBIT D: SOFTWARE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

1. **License Grant**

1.1. During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.

1.2. The Parties acknowledge that this Contract is a services agreement and the Contractor will not be delivering copies of the Software to Customer as part of the Contract.

2. **Software Title**

2.1. Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this Contract, and its associated documentation, shall remain with the Contractor.

3. **Software and Documentation Copies**

3.1. The Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. **Restrictions**

4.1. Except as otherwise permitted under the Contract, the State agrees not to:

4.1.1. Remove or modify any program markings or any notice of the Contractor's proprietary rights.

4.1.2. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein.

4.1.3. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. **Viruses**

5.1. The Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, the Contractor will use reasonable efforts to test the Software for viruses.

6. Software Non-Infringement

6.1. The Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

6.2. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, the Contractor shall defend and indemnify the State against the claim provided that the State:

6.2.1. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim.

6.2.2. Gives the Contractor control of the defense and any settlement negotiations.

6.2.3. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

6.3. Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

6.4. If the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

7. Control of All Component Elements

7.1. The Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require the Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties, which may be integrated with the Contractor's deliverables.

8. Custom Software

8.1. Should any custom source code be developed, the Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed software.

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EXHIBIT D-1 - CUSTOM SOFTWARE AGREEMENT

1. Software Title

1.1. The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be "works for hire" within the meaning of the Copyright Act of 1976. To the extent the Contractor is deemed to have retained any legal title, rights and interest in these works, the Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.

2. Documentation and Copies

2.1. The State shall be entitled to copies of any work product upon request to the Contractor. At the conclusion of this Agreement, the Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. The Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

3. Restriction on Use

3.1. Unless specifically authorized by the State, the Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by the Contractor to complete its obligations under this Agreement.

4. Software Non-Infringement

4.1. The Contractor warrants that the Software, including any and all component parts thereof ("Contracted Works") that are original works of the Contractor that do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

4.2. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. If someone makes a claim against the State that any Contracted Works infringe their intellectual property rights, the Contractor shall defend and indemnify the State against the claim provided that the State:

4.3. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;

4.3.1. Gives the Contractor control of the defense and any settlement negotiations; and

4.3.2. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

4.4. Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

4.5. If the Contractor believes or it is determined that any of the Contracted Works may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid the Contractor under the Contract.

5. Viruses

5.1. The Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

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EXHIBIT E: ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

1.1. Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

1.2. The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

TABLE E-1.

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
First	Project Manager	Project Manager	Five (5) Business Days
Second	Account Manager	Contract Manager	Ten (10) Business Days
Third	Clinical Account Director	Director	Fifteen (15) Business Days

1.3. The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

2. ACCESS AND COOPERATION

2.1. Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

3.1. The Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and

practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for ten (10) years following termination of the Contract, including any extensions, or until such records have been audited. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

3.2. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

4.1. The Contractor must maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

5.1. The Contractor must allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

Remainder of this page intentionally left blank

EXHIBIT F: TERMS AND DEFINITIONS

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Commercial Off The Shelf Software (COTS)	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information or Confidential Data	The definition for this term is located in *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements.*
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term, that may be defined as "Confidential Data" within *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*.
Data Breach	The definition for this term is located in *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.

Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that supports the software, including servers, networking and storage.
Non-Public Information	The definition for this term is located in *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements.*
Public Health	The Division of Public Health Services, which administers the AIDS Drug Assistance Program (ADAP) and Tuberculosis Financial Assistance (TBFA) Program.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Personal Information	The definition for this term is located in *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*.
Platform as a Service (Paas)	The Contractor is responsible for ownership and management of the hardware that supports the software, including servers, networking and storage and also provides the operating system and databases.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	The definition for this term is located in *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements*
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The

	Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor not defined as "Confidential Data" within *Exhibit G, Attachment 2, Exhibit E: DHHS Information Security Requirements.*
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Subscription	A signed Agreement between a supplier and the State that the State will receive and provide payment for regular products or services, for a set period of time identified within the Agreement.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or otherwise compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Work / Project Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: *Business/Technical Requirements and Deliverables*. The Work / Project Plan must include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

List of Abbreviations, Acronyms, Definitions, And Terms

Acronyms

AAC	Actual Acquisition Cost
ADAP	AIDS Drug Assistance Program
CMS	Centers for Medicare and Medicaid Services
DEA	Drug Enforcement Agency
DPHS	Division for Public Health Services
DUR	Drug Utilization Review

EFT	Electronic Funds Transfer
EOB	Explanation of Benefits
EOP	Explanation of Prescription
FFS	Fee For Service
FUL	Federal Upper Limit
GAAP	Generally Accepted Accounting Procedures
GSN	Generic Sequence Number
HIPAA	Health Insurance Portability and Accountability Act of 1996
IT	Information Technology
LTC	Long Term Care
MAC	Maximum Allowable Cost
MARS	Management and Administrative Reporting System
MCO	Managed Care Organization
MCSYS	Managed Care System
MMIS	Medicaid Management Information System
NADAC	National Average Drug Acquisition Cost
NCPDP	National Council for Prescription Drug Programs
NDC	National Drug Code
NPI	National Provider Identifier
OBRA 90	Omnibus Budget Reconciliation Act of 1990
OI	Other Insurance; also called Third Party Liability
PA	Prior Authorization
PBM	Pharmacy Benefit Management
PDL	Preferred Drug List
POS	Point of Sale
QL	Quantity Limits
QMB	Qualified Medicare Beneficiary
RA	Remittance Advice
SR	Supplemental Rebate
TBFA	Tuberculosis Financial Assistance
SURS	Surveillance and Utilization Review System
TPL	Third Party Liability
WAC	Wholesale Acquisition Cost

Terms

The terms Vendor and Contractor may be used interchangeably throughout the document.

Definitions

Adjudicated Claim	A claim that has been processed by the POS system and as a result of this processing the claim is determined to be either paid or denied.

Claim	A bill rendered by a provider to the State for a procedure, drugs, medical supplies and equipment, or services rendered for a given diagnosis or a set of related diagnoses.
Fiscal agent	Fiscal agent for New Hampshire Medicaid
Compounded Drug Prescriptions	Commercially unavailable prescription drugs, which are compounds of multiple ingredients, prepared by a pharmacist.
Cost Avoidance	An edit which rejects a claim when there is an identified liable third party.
Data Element	A specific unit of information having a unique meaning.
Electronic Media Claims	Claims submitted for processing on tape, diskette, file transfer protocol, compact disc or other electronic medium.
First DataBank	The drug pricing service with which the Contractor provides for weekly drug price updates.
Fiscal Pend	Adjudicated claims and financial transactions, based on user-defined parameters for exclusion from payment during selected future financial cycles
Generally Accepted Accounting Principles	Accounting standards widely recognized by the Accounting field.
History Claim	Claims that have been adjudicated and appear on the adjudicated claims history file.
Lessor of Methodology	Payment will always be based on a "lesser of" calculation. The standard payment rate is the lesser of: - The Actual Acquisition Cost (AAC) using the National Average Drug Acquisition Cost (NADAC) files when available, plus the dispensing fee; - The Wholesale Acquisition Cost (WAC), when a NADAC is not available, plus the dispensing fee; - The usual and customary charge to the general public; - The NH Maximum Acquisition Cost (MAC) plus the dispensing fee; or The Federal Upper Limit (FUL) plus the dispensing fee. - The dispense fee is $10.47 per prescription
Lock-in	A term used to identify individuals who are restricted, when obtaining drugs, medical services or supplies, to one or more specified providers.

Post Payment Recovery	Actions initiated subsequent to claim payment to recover Medicaid funds for which a third party is or may be liable.
Preferred Drug List (PDL)	List of preferred drugs.
Prior Authorization	The pre-claim submission approval that shall be given to providers by the Contractor's Clinical Call Center for a specified individual for any drug that is subject to PA restrictions.
Provider	A person, organization or institution certified to provide pharmacy, health or medical care services authorized under the NH Medicaid Program.
Prospective Drug Utilization Review	Referred to as ProDUR, this includes the provision of certain information, on-line, to authorized providers prior to filling a prescription.
Quality Limits	Maximum allowable quantity of drug that may be dispensed per prescription per date of service.
Retrospective Drug Utilization Review	Referred to as post-payment or RetroDUR, this includes the Retrospective Review of provider dispensing patterns and individual use of drugs.
Rejected Claim	Claims which are submitted with insufficient information to process, or for which Medicaid is not the primary pay source are rejected or returned to providers prior to entry into the system.
Supplemental Rebate	Rebate paid by drug manufacturer to State for drugs to be included on the Preferred Drug List.
Third Party Liability Cost Avoidance	Liability of a third party (a person or organization other than the individuals or Medicaid) for all or some portion of the costs of medical services incurred by a Medicaid recipient.
Transaction	Inclusive term that means a claim.
Unit Dose Drug Distribution	Drugs that are dispensed in a unit of use quantity. This distribution system is widely utilized in long-term care facilities (nursing homes).

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EXHIBIT G: ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. DHHS ATTACHMENTS

1.1. Exhibit G Attachment 1 - IT Requirements Workbook
1.2. Exhibit G Attachment 2 - DHHS Standard Exhibits D-F:
- 1.2.1. Exhibit D – Certification Regarding Drug-Free Workplace Requirements
- 1.2.2. Exhibit D – Certification Regarding Lobbying
- 1.2.3. Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters
- 1.2.4. Exhibit D – Certification of Compliance
- 1.2.5. Exhibit D – Certification Regarding Environmental Tobacco Smoke
- 1.2.6. Exhibit D – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA)
- 1.2.7. Exhibit E - DHHS Information Security Requirements
- 1.2.8. Exhibit F - Business Associate Agreement

1.3. Exhibit G Attachment 3 – Required Reports
1.4. Exhibit G Attachment 4 – Performance Standards and Liquidated Damages

2. CONTRACTOR CERTIFICATES

2.1. Contractor's Certificate of Good Standing
2.2. Contractor's Certificate of Vote/Authority
2.3. Contractor's Certificate of Insurance

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See attached Exhibit G Attachment 1: It Requirement Workbook & Attachments

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DHHS 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-grantees and sub- contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees 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 grant 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 grant, 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;

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 grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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 grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

CONTRACTOR NAME:

Signed by:
Ellen Nelson
95A79A1789D4471...

NAME: Ellen Nelson
TITLE: SVP
DATE: 7/28/2026

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DHHS 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 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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CONTRACTOR NAME:

Signed by:
Ellen Nelson
95A79A1789D4471...

NAME: Ellen Nelson
TITLE: SVP
DATE: 7/28/2026

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DHHS 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 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:

1. INSTRUCTIONS FOR CERTIFICATION

1.1. By signing and submitting this grant agreement, the prospective primary participant is providing the certification set out below.

1.2. 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.

1.3. 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.

1.4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this grant 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.

1.5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

1.6. The prospective primary participant agrees by submitting this grant 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.

1.7. 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.

1.8. 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 Non-procurement List (of excluded parties).

1.9. 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.

1.10. 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.

2. PRIMARY COVERED TRANSACTIONS

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

2.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2.2. Have not within a three-year period preceding this proposal (grant 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;

2.3. 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 (l)(b) of this certification; and

2.4. 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.

2.5. 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 (grant agreement).

3. LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (grant 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:

3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

3.2. 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 (grant agreement).

3.3. The prospective lower tier participant further agrees by submitting this proposal (grant 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.

CONTRACTOR NAME:

Signed by:
Ellen Nelson
95A79A1789D4471...

NAME: Ellen Nelson
TITLE: SVP
DATE: 7/28/2026

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION D: CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

1. 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;
2. 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;
3. 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);
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;
9. 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.

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

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:

CONTRACTOR NAME:

Signed by:
Ellen Nelson
95A79A1789D4471...

NAME: Ellen Nelson
TITLE: SVP
DATE: 7/28/2026

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DHHS 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:

☐☐☐ 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.

CONTRACTOR NAME:

Signed by:
Ellen Nelson
95A79A1789D4471...

NAME: Ellen Nelson
TITLE: SVP
DATE: 7/28/2026

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DHHS 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 subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI#)
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.
As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is:XSCLN8G3D2L1
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?

_X_ 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:

CONTRACTOR NAME:

Signed by:
Ellen Nelson
95A79A1789D4471...

NAME: Ellen Nelson
TITLE: SVP
DATE: 7/28/2026

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DHHS EXHIBIT E: DHHS INFORMATION SECURITY REQUIREMENTS

1. DEFINITIONS

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

1.1. "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.

1.2. "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.

1.3. "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.

1.4. 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.

1.5. "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.

1.6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

1.7. "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 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.

1.8. "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.

1.9. "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.

1.10. "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.

1.11. "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.

1.12. "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.

1.13. "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. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

2.1. Business Use and Disclosure of Confidential Information.

2.1.1. 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.

2.1.2. 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.

2.1.3. 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.

2.1.4. 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.

2.1.5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

2.1.6. 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.

3. METHODS OF SECURE TRANSMISSION OF DATA

3.1. 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.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

3.8. 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.

3.9. 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.

3.10. 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).

3.11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

4. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

4.1. 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:

4.2. Retention

4.2.1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the contiguous 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. The State's Information Security Office or designee reserves the right to make exceptions to this section.

4.2.2. 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.

4.2.3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4.2.4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

4.2.5. 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, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

4.2.6. 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.

4.3. Disposition

4.3.1. 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.

4.3.2. 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.

4.3.3. 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.

5. PROCEDURES FOR SECURITY

5.1. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

5.1.1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

5.1.2. 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.).

5.1.3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

5.1.4. 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.

5.1.5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

5.1.6. 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.

5.1.7. 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.

5.1.8. 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.

5.1.9. 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.

5.1.10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the contiguous United States unless prior

express written consent is obtained from the Information Security Officer or designee within the Department.

5.1.11. 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 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.

5.1.12. 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.

5.1.13. 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/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

5.1.14. 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.

5.1.15. 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.

5.1.16. The Contractor must ensure that all End Users:

5.1.17. 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.

a. Safeguard this information at all times.
b. Ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
c. 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.
d. Limit disclosure of the Confidential Information to the extent permitted by law.
e. 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.).

f. 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.

g. 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.

h. 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.

5.1.18. 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.

6. LOSS REPORTING

6.1. 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 6.

6.2. 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:

6.3. Identify Incidents;

6.4. Determine if personally identifiable information is involved in Incidents;

6.5. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

6.6. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

6.7. 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.

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

7. PERSONS TO CONTACT

1. DHHS Privacy Officer: DHHSPrivacyOfficer@dhhs.nh.gov
2. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov

CONTRACTOR NAME:

Signed by: Ellen Nelson 95A79A1789D4471...

Initial: EN

NAME: Ellen Nelson
TITLE: SVP
DATE: 7/28/2026

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DocuSigned by:
Henry D. Lipman
CF5D44D4F70D4E4...

NAME: Henry D. Lipman
TITLE: Medicaid Director
DATE: 8/12/2026

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DHHS EXHIBIT F: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT 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.

□□□ Definitions.

□□ 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."

□□ 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.

□□ "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.

□□ "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

□ "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.

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 limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA 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.

Business Associate may use or disclose PHI, as applicable:

For the proper management and administration of the Business Associate;

As required by law, according to the terms set forth in paragraph c. and d. below;

According to the HIPAA minimum necessary standard;

For data aggregation purposes for the health care operations of the Covered Entity; and

Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

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 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 unless prohibited by law. 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, provided such cooperation does not conflict with the Business Associate's legal obligations to the extent legally permissible and reasonably practicable. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

Obligations and Activities of Business Associate.

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.

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.

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 security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

- The unauthorized person who accessed, used, disclosed, or received the protected health information;
- Whether the protected health information was actually acquired or viewed; and
- How the risk of loss of confidentiality to the protected health information has been mitigated.

- 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.
- 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.
- 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 and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
- 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.
- 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.
- 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.
- 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.
- Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR

Section 164.528.

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.

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.

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.

Obligations of Covered Entity

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.

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.

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.

Termination of Agreement for Cause

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.

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6 Miscellaneous

Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit F, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

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.

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.

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.

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) n.I., the defense and indemnification provisions of section (3) g. and Paragraph 13 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	Prime Therapeutics Government Solutions, LLC
The State	**Name of the Contractor**
DocuSigned by: Henry D. Lipman CF5D44D4F70D4E4...	Signed by: Ellen Nelson 95A79A1789D4471...
Signature of Authorized Representative	**Signature of Authorized Representative**
Henry D. Lipman	Ellen Nelson
Name of Authorized Representative	**Name of Authorized Representative**

Initial EN

Ex Contractor Initials

Date 7/28/2026

Medicaid Director	SVP
Title of Authorized Representative	**Title of Authorized Representative**
8/12/2026	7/28/2026
Date	**Date**

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Application Requirements				
		General Requirements		
Application Requirements	A1.1	Ability to access data using open standards access protocol per NH RSA 21-R:10, 13, 14 -- https://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-I-21-R.htm (Contractor should specify supported versions in the comments field).	Yes	Standard
Application Requirements	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.	Yes	Standard
Application Requirements	A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	Yes	Standard
Application Requirements	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.	Yes	Standard
Application Requirements	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.	Yes	Standard
Application Requirements	A2.3	Enforce unique user names using Role-based access control (RBAC).	Yes	Standard
Application Requirements	A2.4	Develop and enforce passwords requirements in accordance with DoIT's statewide User Account and Password Policy and the NH DHHS Password Standard . If there is a conflict between NH DHHS and NH DoIT, NH DHHS and NIST password standards and/or requirements, then the most restrictive requirements take precedence.	Yes	Standard
Application Requirements	A2.6	Encrypt passwords in transmission and at rest within the database.	Yes	Standard
Application Requirements	A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	Yes	Standard
Application Requirements	A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	Yes	Standard
Application Requirements	A2.9	Establish ability to enforce session timeouts during periods of inactivity.	Yes	Standard
Application Requirements	A2.10	The application shall not store authentication credentials or sensitive data in its code.	Yes	Standard
Application Requirements	A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	Yes	Standard
Application Requirements	A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	Yes	Standard
Application Requirements	A2.13	All logs must be kept for seven (7) years.	Yes	Standard
Application Requirements	A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	Yes	Standard
Application Requirements	A2.15	Do not use Software and System Services for anything other than they are designed for.	Yes	Standard
Application Requirements	A2.16	The application Data shall be protected from unauthorized use when at rest.	Yes	Standard

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Contractor Initials:_____

Date: 7/28/2026

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Application Requirements	A2.17	The application shall keep any Confidential Data or communications private from unauthorized individuals and programs.	Yes	Standard
Application Requirements	A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	Yes	Standard
Application Requirements	A2.19	Utilize change management documentation and procedures.	Yes	Standard
Application Requirements	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.	Yes	Standard
Application Requirements	A2.21	Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information: 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	Yes	Standard
	Testing Requirements			
Testing Requirements	T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	Yes	Standard
Testing Requirements	T1.2	The Contractor 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.	Yes	Standard
Testing Requirements	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.	Yes	Standard
Testing Requirements	T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	Yes	Standard
Testing Requirements	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.	Yes	Standard
Testing Requirements	T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	Yes	Standard
Testing Requirements	T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	Yes	Standard
Testing Requirements	T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	Yes	Standard
Testing Requirements	T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	Yes	Standard
Testing Requirements	T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	Yes	Standard

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Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Testing Requirements	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.	Yes	Standard
Testing Requirements	T.1.12	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).	Yes	Standard
Testing Requirements	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).	Yes	Standard
Testing Requirements	T1.14	Prior to the System being moved into production, the Contractor shall provide results of all security testing to the State and the State of Information Technology for Authority to Operate review and acceptance.	Yes	Standard
Testing Requirements	T1.15	Contractor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	Yes	Standard
Testing Requirements	T2.1	The Contractor must test the software and the system using an industry standard and State approved testing methodology.	Yes	Standard
Testing Requirements	T2.2	The Contractor must perform application stress testing and tuning.	Yes	Standard
Testing Requirements	T2.3	The Contractor must provide documented procedure for how to sync Production with a specific testing environment.	Yes	Standard
Testing Requirements	T2.4	The Contractor must define and test disaster recovery procedures.	Yes	Standard
Project Management	T2.5	The Contractor shall migrate completed releases promptly through various testing levels all the way to User Acceptance Testing (UAT).	Yes	Standard
Testing Requirements	T3.1	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor 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.	Yes	Standard
Testing Requirements	T3.2	The Contractor must identify and resolve interdependencies that restrict or impede required testing of the Contractor's solution, other enterprise modules, or module components from performing required testing. Unless otherwise identified by the State strategies to resolve interdependencies must be reviewed and approved by the State prior to implementing the resolution strategy.	Yes	Standard
Testing Requirements	T3.3	The Contractor shall perform testing and present the results for each of the following test levels: Performance Test results, System Test results, Parallel Test results, Regression Test results, Integration Test results. Test results shall be traced to the use case/user story and design documentation being tested. All test cases, results, and statistics shall be immediately available to the State upon request.	Yes	Standard

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Contractor Initials: EN

Date: 7/28/2026

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Testing Requirements	T3.4	The Contractor shall provide sufficient environments and resources for the following: a. Synchronize the software and the data from the production environment and testing and impact analysis environment at a minimum on a quarterly basis or at the discretion of the State. b. Synchronize the software and the data from the production environment and training environment following software deployments. c. Provide a fully functioning online test environment, which includes batch and online programs, files, and supporting systems. d. Provide technical and functional support to create and analyze "what-if" scenarios and compare results between scenarios in the impact analysis environment. Provide an analysis of outcomes in impact analysis environment and another environment, such as production or test. e. Provide State and Contractor, staff a minimum of read-only access to all environments and tools. f. Provide sufficient resources to support the execution of automated regression testing. g. Provide comparative analysis support of regression testing results. h. Conduct testing of approved system configuration changes, corrections or enhancements or before implementation. i. Allow State resources and Contractor's designated by the State to create and edit appropriate data to support testing efforts, including provider, member, and reference data.	Yes	Standard
Testing Requirements	T3.5	The Contractor shall ensure, in order to release code to UAT or production, it must meet the minimum acceptable defect levels: • Severity 1 Defect: 100% have been resolved. • Severity 2 Defect: 100% have been resolved.	Yes	Standard
Testing Requirements	T3.6	The Contractor shall plan and execute testing for all inbound and outbound interfaces, ensure accurate and secure data transmission between the solution and the ESB and coordinate with external entities as appropriate.	Yes	Standard
Testing Requirements	T3.7	The State plans to perform UAT on all software releases as part of the contract. The Contractor's approach to establishing testing environments should not impact the State's ability to conduct continuous UAT in a separate, dedicated environment.	Yes	Standard
Testing Requirements	T3.8	The Contractor shall facilitate UAT as follows: a. Provide test cases and scripts from previous test levels. b. Assist the State in developing UAT test cases. c. Provide a dedicated UAT environment to the State and maintain the environment as needed to support continuous UAT throughout design, configure/build and testing. d. Refresh data, execute processes, and migrate releases or code fixes as requested or on an agreed-upon schedule. e. Provide test data. f. Provide a mechanism for the State to enter defects into the online defect-tracking tool.	Yes	Standard
Testing Requirements	T3.9	The Contractor shall provide State resources or their designee access to test cases, test results and defect tracking via online tools. The State reserves the right to inspect artifacts and results at any time.	Yes	Standard
Testing Requirements	T3.10	The State reserves the right to conduct independent testing of the solution at any time. The Contractor must cooperate with the State or its designee, and provide environments, data, and technical support for independent testing.	Yes	Standard
Testing Requirements	T3.11	The Contractor's Performance and UAT test environments shall be sized to be capable of mirroring the production System in its infrastructure, files, databases, processing, and reporting.	Yes	Standard
Testing Requirements	T3.12	The Contractor shall work proactively with the State's designated testing resources to review all test results and provide the necessary system and functional information to create verification procedures and user acceptance test cases.	Yes	Standard

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Contractor Initials:_____

Date:7/28/2026

Exhibit G , Attachment 1 - IT Requirements Workbook

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANAGEMENT

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Testing Requirements	T3.13	The Contractor shall coordinate with the State and specific module component Contractors to conduct integration testing.	Yes	Standard
Testing Requirements	T3.14	The Contractor shall develop test criteria and algorithms for expected outcomes prior to production of reports.	Yes	Standard
Testing Requirements	T3.15	The Contractor shall ensure that the Project Work Plan allocates sufficient time to the State's user acceptance testing activities relative to the detailed scope of work, requirements and gaps, the number of manually executed test cases, and the complexity. of module integration. The Contractor ' will be responsible for extended user acceptance testing if the proposed testing duration is not sufficient for the State to validate the module.	Yes	Standard
Testing Requirements	T3.16	The Contractor shall develop, submit and maintain a Master Test Plan that describes the Contractor's plan for all testing activities, processes, types and levels. Testing must be as automated and self-documenting as possible (e.g., continuous unit testing). At a minimum, the Master Test Plan must address the following: a. Overall testing strategy for the following testing types: unit testing, system testing, integration testing, regressing testing, parallel testing, performance and load testing, manual and automated and/or scripted testing, disaster recovery and end-to-end integration testing of COTS products if any. b. Approach to planning and preparing the test/staging environment c. Approach to conducting each test level. d. Approach for supporting UAT. e. Approach for testing nonfunctional requirements. f. Approach to test documentation (e.g., test cases, test scripts, test case matrices added as design progresses). g. Approach to quality control/quality assurance. h. Approach to bi-traceability to requirements and design. i. Tools, techniques, and methods. j. Reporting mechanisms, traceability and metrics. k. Defects and defects resolution. l. Entrance and exit criteria for each test level including alignment with industry standards. m. Configuration management for each test level n. Testing roles and responsibilities o. Acceptance Criteria shall include but is not limited to; no high or critical defects in code released to production and production releases will not be promoted if more than 5% of requirements have an open defect p. Provide all test cases, reference traceability matrix and test results.	Yes	Standard
Hosting Cloud Requirements and Environment				
Hosting-Cloud Requirements	H1.1	Contractor 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.	Yes	Standard
Hosting-Cloud Requirements	H1.2	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and other industry standard physical security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with an authorized business need to perform tasks in the Data Center.	Yes	Standard
Hosting-Cloud Requirements	H1.3	Contractor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	Yes	Standard
Hosting-Cloud Requirements	H1.4	Contractor shall monitor System, security, and application logs.	Yes	Standard
Hosting-Cloud Requirements	H1.5	Contractor shall manage the sharing of data resources.	Yes	Standard
Hosting-Cloud Requirements	H1.6	Contractor shall manage daily backups, off-site data storage, and restore operations.	Yes	Standard
Hosting-Cloud Requirements	H1.7	The Contractor shall monitor physical hardware.	Yes	Standard

Contractor Initials: Initial EN

Date: 7/28/2026

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Hosting-Cloud Requirements	H1.8	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Contractor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	No	Not Available/Not Proposing
Hosting-Cloud Requirements	H2.1	Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	Yes	Standard
Hosting-Cloud Requirements	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.	Yes	Standard
Hosting-Cloud Requirements	H2.3	Contractor shall adhere to a defined and documented back-up schedule and procedure.	Yes	Standard
Hosting-Cloud Requirements	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.	Yes	Standard
Hosting-Cloud Requirements	H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	Yes	Standard
Hosting-Cloud Requirements	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.	Yes	Standard
Hosting-Cloud Requirements	H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor 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.	Yes	Standard
Hosting-Cloud Requirements	H3.1	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	Yes	Standard
Hosting-Cloud Requirements	H3.2	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	Yes	Standard
Hosting-Cloud Requirements	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.	Yes	Standard
Hosting-Cloud Requirements	H3.4	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	Yes	Standard
Hosting-Cloud Requirements	H4.1	The Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	Yes	Standard
Hosting-Cloud Requirements	H4.2	The Contractor 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.	Yes	Standard
Hosting-Cloud Requirements	H4.3	All hardware and software components of the Contractor 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.	Yes	Standard
Hosting-Cloud Requirements	H4.4	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:00am to 5:00pm- Monday through Friday EST.	Yes	Standard

Contractor Initials: Initial EN

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Exhibit G , Attachment 1 - IT Requirements Workbook

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANAGEMENT

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Hosting-Cloud Requirements	H4.5	The Contractor shall conform to the specific deficiency class as described: o Severity 1 Defects - 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 Severity 2 Defects - 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 Severity 3 Defects - 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.	Yes	Standard
Hosting-Cloud Requirements	H4.6	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	Yes	Standard
Hosting-Cloud Requirements	H4.7	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.	Yes	Standard
Hosting-Cloud Requirements	H4.8	If The Contractor is unable to meet the uptime requirement, The Contractor 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.	Yes	Standard
Hosting-Cloud Requirements	H4.9	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	Yes	Standard
Hosting-Cloud Requirements	H4.10	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.	Yes	Standard
Hosting-Cloud Requirements	H4.11	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	Yes	Standard
Hosting-Cloud Requirements	H4.12	The Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	Yes	Standard
Hosting-Cloud Requirements	H5.1	The Contractor 's hosting solution shall provide the flexibility to integrate other solutions for security and regulatory purposes in the future and be cost-effective with scalability.	Yes	Standard
Hosting-Cloud Requirements	H5.2	The Contractor 's hosting environment for all module components shall be compliant with Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type 2 and has Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance, or has a documented NIST 800-53 rev 5.	Yes	Standard
Hosting-Cloud Requirements	H5.3	The Contractor 's solution shall be available and accessible twenty-four (24) hours a day, seven (7) days a week, with the exception of planned downtime due to system upgrades or routine maintenance. All planned downtime and maintenance outages shall be coordinated and approved by the State at least five (5) business days in advance.	Yes	Standard
Hosting-Cloud Requirements	H5.4	The Contractor shall provide the ability to run multiple sessions /environments/applications/areas/views simultaneously. This includes providing sufficient environments and configurations (e.g., multiple environments, multiple application layers, hub architecture) necessary to perform all required functions (e.g., testing, training, production operations, modeling, disaster recovery).	Yes	Standard
	Enterprise Content Management			
ECM= Enterprise Content Management	EC.1	The Contractor 's ECM solution must be configurable to comply with the State's document retention policies.	Yes	Standard
	Support and Maintenance			

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Exhibit G , Attachment 1 - IT Requirements Workbook

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANAGEMENT

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Support and Maintenance	S1.1	The Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	Yes	Standard
Support and Maintenance	S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	Yes	Standard
Support and Maintenance	S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	Yes	Standard
Support and Maintenance	S1.6	The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	Yes	Standard
Support and Maintenance	S1.7	For all maintenance Services calls, The Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Method in which issue is identified.	Yes	Standard
Support and Maintenance	S1.8	The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	Yes	Standard
Support and Maintenance	S1.9	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	Yes	Standard
Support and Maintenance	S1.10	A critical outage will be designated when a business function cannot be met by a non-performing application and there is no workaround to the problem.	Yes	Standard
Support and Maintenance	S1.11	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	Yes	Standard
Support and Maintenance	S1.12	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.	Yes	Standard
Support and Maintenance	S1.13	The Contractor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	Yes	Standard
Support and Maintenance	S1.14	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	Yes	Standard
Support and Maintenance	S1.15	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	Yes	Standard
Project Management				
Project Management	P1.1	Contractor shall participate in an initial kick-off meeting to initiate the Project.	Yes	Standard
Project Management	P1.2	Contractor shall provide Project Staff as specified in the RFP.	Yes	Standard
Project Management	P1.3	Contractor 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, Contractors and state resources required and payment Schedule. The plan shall be updated no less than every week.	Yes	Standard
Project Management	P1.4	Contractor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred for the fiscal year to date.	Yes	Standard
Project Management	P1.5	All PBM documents and artifacts shall reside in the State's document management solution which shall be the sole source of truth. All PBM project management data shall reside in the State's project management solution which shall be kept up to date by the Contractor in accordance with Requirement P3.10.	Yes	Standard

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Date: 7/28/2026

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Project Management	P1.6	The Contractor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and other State stakeholders to review past quarter performance and upcoming quarter Work Plan. Virtual meetings may be permitted if approved by DHHS.	Yes	Standard
Project Management	P1.7	The Contractor'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.	Yes	Standard
Project Management	P1.8	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.	Yes	Standard
Project Management	P1.9	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	Yes	Standard
Project Management	P1.10	For the first three (3) months of the Contract, the Contractor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Work Plan and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Work Plan.	Yes	Standard
Project Management	P1.11	The Contractor's key personnel positions may not be vacant for more than 10 Business Days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than 10 Business Days after the separation date of the vacating resource. The definition of a qualified substitute is someone meeting the requirements of the RFP and Contract Section 4. The Contractor may not fill vacant key personnel positions with other existing key personnel without approval by the State. The State will also have the authority to approve proposed replacements of key personnel by the Contractor.	Yes	Standard
Project Management	P1.12	The Contractor shall, in the design sessions, recommend solutions for each configuration gap, as defined in requirements validation, that will produce the desired business outcomes. If a gap cannot be addressed via configuration, the State may consider making policy changes before approving customizations to the solution.	Yes	Standard
Project Management	P1.13	The Contractor shall demonstrate completed functionality frequently as the solution is configured/built, using a fully functioning environment.	Yes	Standard
Project Management	P1.14	The Contractor shall provide the design for online help approach and documentation, as appropriate.	Yes	Standard
Project Management	P1.15	The Contractor shall develop auditing and general controls to ensure the effective use of the technical architecture and data in meeting requirements.	Yes	Standard
Project Management	P1.16	The Contractor must provide all technology and equipment for Contractor staff necessary to support and complete the scope of work and the contractual obligations.	Yes	Standard
Project Management	P1.17	The Contractor shall be responsible for operating and maintaining any software needed to support all module components and project tools in use by the Contractor.	Yes	Standard
Project Management	P1.18	The Contractor shall configure, support and maintain all components of the solution in a manner that reflects performance expectations described in this RFP.	Yes	Standard
Project Management	P1.19	The Contractor's solution shall provide Web based content that is supported by standard web browsers and are mobile and tablet compatible.	Yes	Standard
Project Management	P1.20	The Contractor shall develop a Certification Crosswalk that describes how the Contractor's deliverables and other documentation align with federal certification requirements and SMC milestone reviews.	Yes	Standard
Project Management	P1.21	The Contractor shall complete milestone updates of the CMS Certification Checklists artifacts as requested by the State.	Yes	Standard
Project Management	P1.22	The Contractor shall validate the system against the CMS Certification artifacts Checklists	Yes	Standard
Project Management	P1.23	The Contractor shall contribute to the quarterly IV&V certification status updates reports.	Yes	Standard
Project Management	P1.24	The Contractor shall provide staff resources to support CMS certification activities, including participating in: planning activities, artifact development and review, meetings and other activities as required by the State. Staff resourcses should be included in the RFP proposal, not as a supplemental cost.	Yes	Standard

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Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Project Management	P1.25	The Contractor shall assist the Agency in preparing certification artifacts, evidence and presentation materials, e.g., Requirements/ user stories and/or use cases for functional and non-functional requirements, data, business, capacity/performance, security/privacy/HIPAA compliance, usability, maintainability, interface, 508 compliance, disaster recovery, traceability to test plans or test cases.	Yes	Standard
Project Management	P1.26	The Contractor shall expeditiously correct, all required remediation activities related to certification findings on a schedule to be approved by CMS and the State.	Yes	Standard
Project Management	P1.27	The Contractor shall use appropriate testing, configuration and change control procedures for all changes made to the solution during the certification process.	Yes	Standard
Project Management	P1.28	The Contractor shall update system, user, and training documentation as necessary to support the certification process and to reflect changes that have been made to the solution during the certification process.	Yes	Standard
Project Management	P1.29	The Contractor shall coordinate with the State to develop CMS Certification Checklist artifacts, including documentation for each SMC Checklist all SMC requirements.	Yes	Standard
Project Management	P1.30	The Contractor shall populate the certification document repository, as each required item/artifact is completed and approved.	Yes	Standard
Project Management	P1.31	The Contractor shall develop and maintain a Certification Plan that defines the Contractor 's approach to CMS certification. It must describe the processes and procedures that will be used to manage Certification requirements. The Certification Plan must comply with the most current SMC process to ensure the system will meet all certification requirements.	Yes	Standard
	Compliance			
Compliance	CP.1	The Contractor shall notify the State in writing within five (5) business days following initial detection of suspected fraud or abuse and provide supporting documentation.	Yes	Standard
Compliance	CP.2	The Contractor's solution shall have full integration of the MITA initiative with business, architecture and data required to support the State's healthcare programs.	Yes	Standard
Compliance	CP.3	The Contractor shall have written policies governing access to, and duplication and dissemination of all individual or entity information.	Yes	Standard
Compliance	CP.4	The Contractor and its services, work products and final deliverables provided by the Contractor applicable to the services described in the scope of work shall be knowledgeable of and in compliance with pertinent State and Federal Statutes, CIO Promulgated Rules, State IT policies, rules, and standards for required system hardware, software and development tools and processes, and operational procedures when completed and accepted by the State. The Contractor shall also be aware of upcoming changes to existing rules and regulations as well as new rules and regulations that may impact the scope of work.	Yes	Standard
Compliance	CP.5	The Contractor shall be knowledgeable of and support the State to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions-MITA Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data.	Yes	Standard
Compliance	CP.6	The Contractor shall be knowledgeable of and support the State to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions - Leverage Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor shall promote sharing, leveraging, and reuse of healthcare technologies and systems within and among states.	Yes	Standard
Compliance	CP.7	The Contractor shall be knowledgeable of and support the State to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions -Business Results Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor shall support effective communications with providers and the public.	Yes	Standard
Compliance	CP.8	The Contractor shall be knowledgeable of and support the State to maintain compliance with the "to be" vision of MITA 3.0-Standards and Conditions- Interoperability Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor's solution shall ensure seamless coordination and integration with components, other systems and allow interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services and federal data sources.	Yes	Standard

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Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Compliance	CP.9	The Contractor shall be knowledgeable of and support the State to maintain compliance with the "to be" vision of MITA 3.0-Standards and Conditions- Modularity Standard or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The Contractor's solution shall use a modular, flexible approach to systems development, including the use of open interfaces and exposed Application Programming Interfaces (API); the separation of standardized business rule definitions from core programming; and the availability of standardized business rule definitions in both human and machine-readable formats.	Yes	Standard
Compliance	CP.10	The solution shall allow access from standard current versions of browsers (including but not limited to: Chrome, Edge, Firefox, Safari) without requiring specialized plug-ins or applets to function.	Yes	Standard
Compliance	CP.11	The Contractor shall retain, all original paper documents for fifteen (15) calendar days from the date the documents are received and have been scanned, indexed, stored in the ECM and meet verification process standards. Original documents may be destroyed once indexed and stored in the ECM and the retention period is met in accordance with State and Federal guidelines.	Yes	Standard
Compliance	CP.12	The Contractor shall maintain an auditing system and employ accounting/auditing procedures and practices that conform to GAAP and GAAS. The Contractor shall have independent System Organization Control (SOC) Types 1 and 2 Reports performed.	Yes	Standard
Compliance	CP.13	The Contractor will ensure that all technologies implemented are in compliance with any End User Licensing Agreements or other licensing arrangements.	Yes	Standard
Compliance	CP.14	The Contractor shall comply with Affordable Care Act Section 1104 Administrative Simplification, and Section 1561 Health IT Enrollment Standards and Protocols.	Yes	Standard
	Customer Relationship Management			
Customer Relationship Management	CM1.1	The CRM tool must log and track information for each call that includes at a minimum the following elements: a. time of call b.date of call c. identifying information on caller d. representative ID e. call type f. call category g. inquiry description h. ticket status i. response description j. call reference number k. recipient information	Yes	Standard
Customer Relationship Management	CM1.2	The Contractor's CRM tool shall have the ability to provide for online display, inquiry, and updating of call records with access, including, but not limited to, call type, medicaid provider number, NPI number, call category, ticket status, inquirer's name, representatives ID or name, provider name, or a combination of these data elements.	Yes	Standard
Customer Relationship Management	CM1.3	The Contractor's CRM tool shall have the ability to accommodate searches and exportable reports on call center records by characteristics such as call type, category, CRM number, name of provider, provider number, contact name, other entity names, service authorization number, category of service, user ID, ticket status, recipient information, and any combinations thereof.	Yes	Standard
Customer Relationship Management	CM1.4	The Contractor shall convert all member , provider and drug rebate history within the past seven years and seven (7) years of all applicable operational data from the State's legacy systems. The State may require additional data to be converted on an exception basis to support ongoing business needs (e.g., TPL historic data). The Contractor shall produce comparative reports for all converted data. Any data quality issues will be addressed by the State within each source system. The Contractor's solution shall maintain a current and historical record of benefit plan assignment(s) for members, including periods of dual-eligibility and third party liability spans.	Yes	Standard

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Exhibit G , Attachment 1 - IT Requirements Workbook

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANAGEMENT

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Customer Relationship Management	CM2.1	The Correspondence Management Solution must be able to generate correspondence (e.g., scheduled and ad-hoc correspondence and bulletins) using standard letters or forms, letter templates, and free-form letters.	Yes	Standard
Customer Relationship Management	CM2.2	The Contractor shall utilize letter, notification and other templates for correspondence that are approved by the State.	Yes	Standard
Customer Relationship Management	CM2.3	The Contractor shall generate applicable notices to members, providers, and other entities (e.g. notices, requests for information, and program information).	Yes	Standard
Customer Relationship Management	CM2.4	The Contractor's solution shall provide the ability to create materals at between a sixth and eighth grade reading level and for a culturally diverse population. The solution should support communication to providers in languages including, but not limited to, english and spanish.	Yes	Standard
Customer Relationship Management	CM2.5	The Correspondence Management Solution shall allow state users to view and filter applicable notices that were sent to providers, and other entities (e.g. notices, requests for information, and program information) by provider type and program area, timely, reflect sender, etc	Yes	Standard
Customer Relationship Management	CM3.1	The Contractor shall provide Call Center support for provider both clinical and technical member support.	Yes	Standard
Customer Relationship Management	CM4.1	The Contractor 's solution shall provide a self-service tool that will allow authenticated users to search for pharmacy providers using wildcards, phenetic, begins with,or contained, by provider name (including phonetic search), DBA name, location(s) (including city, state and zip code). At a minimum the results display shall include; pharmacy provider name, DBA name, locations, phone numbers, and hours.	Yes	Standard
Customer Relationship Management	CM4.2	The Contractor 's solution shall provide an online self-service tool that allows authenticated users to search, access and view current and previous remittance advice that can be sorted by various parameters (EFT, date, NPI, etc.).	Yes	Standard
Customer Relationship Management	CM4.3	The Contractor 's solution shall provide an online self-service tool for providers to access a provider inbox for messages and notices. The solution shall provide the ability to send, receive, and respond to messages. The solution must include basic formatting and editing tools.	Yes	Standard
Customer Relationship Management	CM4.4	The Contractor 's solution shall provide an online self-service tool for providers or internal authorized users to add or remove provider account users and change user roles for all self-service functions.	Yes	Standard
Customer Relationship Management	CM5.1	The Contractor's IVR system shall provide quality monitoring tools and processes to enable a continuous improvement cycle for toll-free call center services that includes: a. Plug-in/double-jack monitoring, b. Silent monitoring, c. Record and review, d. Voice and screen/multi-media monitoring, for call center supervisors, State resources or designated resources.	Yes	Standard
Data Management				
Data Management	D1.1	The Contractor's solution shall provide audit trails to allow information on all transactions to be traced from receipt of the transaction through the completion of the transaction, capture at a minimum date/timestamp, data source, worker id, action taken and log any errors encountered for reporting.	Yes	Standard
Data Management	D1.2	The Contractor shall ensure that all narrative descriptions of codes and abbreviations are available for reporting.	Yes	Standard
Data Management	D1.3	The Contractor shall develop and maintain an electronic data dictionary using industry best practices to be approved by the State. At a minimum, the data dictionary shall contain for each field: field name in human readable format, field description, database field name, database table, field type and length, valid values and their corresponding descriptions.	Yes	Standard
Data Management	D1.4	The Contractor shall be able to demonstrate the ability to support requirements for backup and archiving consistent with State and NH DoIT and CMS, State, and industry standards.	Yes	Standard

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Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Data Management	D1.5	The Contractor's solution shall collect, store, and maintain and transmit the data necessary for federal and T-MSIS reporting as required by CMS.	Yes	Standard
Data Management	D1.6	For audit and reporting purposes, the system shall provide and maintain data for all National Drug Codes (NDC).	Yes	Standard
Data Management	D1.7	The Contractor's solution shall retain in the module, after implementation, seven (7) years of electronically imaged documents and data. After seven (7) years, the data will be purged (deleted) from that module. All active records (active providers, active members, active cases, etc.) and 100% of all history for any entity or case that has been active within the last seven years will be retained. Any entity and/or case that has been continuously inactive for the last seven years will not be retained, will be purged, and will no longer be accessible by users in that module.	1. Yes 2. No	1. Standard 2. Not Available/Not Proposing
Data Management	D1.8	The Contractor's solution shall have the capability to perform batch control including logging and reporting.	Yes	Standard
Data Management	D1.9	The Contractor's solution shall archive all versions of reference information.	Yes	Standard
Data Management	D1.10	The Contractor's solution shall have the ability to void or reverse recent changes by rolling back to prior configurations.	Yes	Standard
Data Management	D1.11	The Contractor's data management strategy shall include the following concepts: Data Integrity (ensuring that data remains accurate, complete, and consistent throughout its lifecycle and across its various forms), Data Availability (assurance that data and information systems are accessible to authorized users when needed), Data Authenticity (validation of transactions), Data Security, Non-repudiation of Data (ensuring that parties involved in a transaction or communication cannot later deny having performed or received it).	Yes	Standard
Data Management	D1.12	The Contractor's solution shall provide entity search capability including the ability to search by entity type, entity name, entity address elements, entity phone number(s), unique identifier for entity type, any alternate identifiers including EIN, SSN, TIN and other demographic elements.	Yes	Standard
Data Management	D1.13	The Contractor shall provide real-time access to transactional data for all module components	Yes	Standard
Data Management	D1.14	The Contractor shall ensure complete transparency of all data fields in reports generated by the system including: providing the State with SQL, pseudo code, narrative description, analytic protocols and assumptions to document the logic and formulas used in all calculations.	Yes	Standard
Data Management	D1.15	The Contractor shall create and maintain a suite of State/Contractor -defined on-line reports to allow users to choose from pre-built defined parameters (such as provider number, National Drug Code (NDC), date of service, etc.) to generate customized reports for monitoring the daily operations of the system and financial operations.	Yes	Standard
Data Management	D1.16	The Contractor's solution shall be configured and maintained to validate and standardize addresses according to United States Postal Service (USPS) verification, validation and standardization rules.	Yes	Standard
Data Management	D1.17	The Contractor's solution shall facilitate real-time data processing including data cleansing, data loading, data brokerage, integration, validation, reconciliation, and synchronization with the State's enterprise.	Yes	Standard
Data Management	D1.18	The Contractor's solution shall optimize and consolidate data management storage.	Yes	Standard
Data Management	D1.19	The Contractor's solution shall maintain all data sets defined by the HIPAA Implementation Guides to support storage of all transactions required under HIPAA Administrative Simplification Rule (e.g., Gender, Reason Code) for three (3) years in active storage and four (4) years in cold storage for a total of seven (7) years.	Yes	Standard
Data Management	D1.20	The Contractor's solution shall provide a method to access, query, and report against archived data external to the Operational Data Store (ODS).	Yes	Standard
Data Management	D1.21	The Contractor shall demonstrate through data analysis that the implementation outcomes have been validated and are accurate.	Yes	Standard

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Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Data Management	D1.22	The Contractor's solution shall maintain a history of data contained in the solution (e.g. provider information, beneficiary information , claims data) . All transactions, including the execution of database scripts, need to be recorded in the full audit history.	Yes	Standard
Data Management	D1.23	The Contractor shall develop and maintain a process to archive and access archived data.	Yes	Standard
Data Management	D1.24	The Contractor shall participate in ongoing data governance meetings as required by the State.	Yes	Standard
Data Management	D1.25	The Contractor's solution shall provide the ability to process transactions in real-time.	Yes	Standard
Data Management	D1.26	While the State prefers real-time/event driven process, the Contractor shall provide a tool to easily administer and execute scheduled events (e.g. reports, file transfers, processes, notifications) to be performed on a regular basis (e.g. daily. weekly, monthly).	Yes	Standard
Data Management	D1.27	The Contractor shall provide a conceptual data model (CDM) that identifies the data elements required for an end-to-end business process execution including the identification of data standards that will reduce future rework to achieve successful data sharing across the enterprise and for intrastate/interstate exchanges. The CDM is required to be used as a reference to provide high-level overview of the data and relationships used by the enterprise and to provide a tool for ensuring the completeness of the business model.	Yes	Standard
Data Management	D1.28	The Contractor shall standardize the structure and visibility of data and applications to support automated electronic data exchanges within the State's enterprise to promote interoperability.	Yes	Standard
Data Management	D1.29	The Contractor's solution shall maintain online active access to at least seven (7) years in for both management reports and annual reports and have an option to archive (cold storage) as needed.	Yes	Standard
Data Management	D1.30	The Contractor shall be responsible for data management including ensuring the architecture addresses data semantics, data harmonization, and shared-data ownership.	Yes	Standard
Data Management	D1.31	The Contractor's solution will ensure current and historical provider IDs are linked back to one universal/common identifier.	Yes	Standard
Data Management	D1.32	The Contractor shall be responsible for backup and retention of data to include: 1. Daily incremental backups with retention of sixty-one (61) days; 2. Weekly incremental backups with retention of twelve (12) weeks; 3. Monthly full backups with retention of eighteen (18) months; 4. Annual full backups with retention of seven (7) years. Contractor shall manage daily backups, off-site data storage, and restore operations.		
Data Management	D1.33	The Contractor's solution shall maintain online access to all reference tables with an option to search and display by reference data type and code.	Yes	Standard
Data Management	D1.34	The Contractor 's solution shall provide proper data validation rules (e.g., all fields defined as alphabetic contain only alphabetic data, fields defined as numeric contain only numeric data, items with definitive upper and/or lower bounds are within the proper range).	Yes	Standard
Data Management	D1.35	The Contractor's solution shall capture, and maintain, and send the data items needed for State or Federal reporting requirements to the System Integrator.	Yes	Standard
Data Management	D1.36	The Contractor 's solution shall validate calculated data items.	Yes	Standard
Data Management	D1.37	The Contractor's solution shall validate, and/or verify that all data items that contain self-checking digits (e.g., National Provider Identifier) passes a specified check-digit test.	Yes	Standard
Data Management	D1.38	The Contractor's solution shall support the Extract, Transform and Load (ETL) processes from real-time web services or batch processes.	Yes	Standard
		Data Conversion, Cleansing and Migration		
Data Management	D2.1	The Contractor shall provide authorized State or other designated staff access to an environment to validate converted data and provide support for the data validation effort.	Yes	Standard
Data Management	D2.2	The Contractor shall work with the State to identify the data elements that will be converted into the Contractor's solution. For legacy data elements that cannot be converted into the Contractor's solution, the Contractor shall work with the State to achieve desired business outcomes using the data elements in the Contractor's solution.	Yes	Standard

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Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Data Management	D2.3	The Contractor shall work with the State to identify data elements or fields in the Contractor's solution that are not available to be converted from the legacy system, and whether the conversion programs should fill them with default or initial values.	Yes	Standard
Data Management	D2.4	The Contractor must perform one or more trial conversions as necessary, before final conversion of the data, and present the results to the State.	Yes	Standard
Data Management	D2.5	The Contractor shall produce the reports necessary to demonstrate adequate checks and balances within the data conversion process.	Yes	Standard
Data Management	D2.6	The Contractor shall convert electronic documents identified by the State in a format approved by the State.	Yes	Standard
Data Management	D2.7	The Contractor shall provide convenient access to electronic documents from systems being replaced.	Yes	Standard
		Data Interface		
Data Management	D3.1	The Contractor 's solution must ensure that all data exchanges including inbound and outbound interfaces shall comply with Exhibit E: DHHS Information Security Requirements.	Yes	Standard
Data Management	D3.2	Contractor shall use NCPDP D.0 or most current version as the standard for claims processing for the pharmacy standards for electronic transactions adopted under Administrative Simplification subtitle of the HIPAA of 1996.	Yes	Standard
Data Management	D3.3	The Contractor shall support the exchange of data between the System and the systems with which it interfaces (including external entities) to facilitate business functions that meet the requirements of State policy, and federal and State rules and regulations.	Yes	Standard
Data Management	D3.4	The system shall send and receive real-time discrete transactions between modules and the State's integration platform to reduce the need for bulk data transfers.	Yes	Standard
Data Management	D3.5	The Contractor's solution shall provide the ability to view and audit raw daily interface files for up to sixty (60) calendar days. Archive raw daily interface files after sixty (60) calendar days and maintain for up to seven (7) years.	Yes	Standard
Data Management	D3.6	The Contractor's solution shall provide the ability to view raw monthly and quarterly interface files for up to one year (365) calendar days. Archive raw monthly and quarterly interface files for two years (730) calendar days and maintain for up to seven (7) years.	Yes	Standard
Data Management	D3.7	The Contractor shall document all interfaces in an Interface Control Document (ICD) which will include data layout documentation, data mapping crosswalk, inbound/outbound capability and frequency of all interfaces.	Yes	Standard
Data Management	D3.8	The Contractor 's solution shall include a process and toolset to maintain interfaces, code, and data models.	Yes	Standard
Data Management	D3.9	The Contractor shall design, develop and maintain interfaces. Each Application Program Interface (API) and components that will interface with the Systems Integration Services Integration Platform will be documented using a mutually agreed upon ICD template. This effort is performed in collaboration with other stakeholders in the State's healthcare programs enterprise.	Yes	Standard
Data Management	D3.10	The Contractor shall ensure to the maximum extent possible, proprietary interfaces and protocols between modules are not used.	Yes	Standard
Data Management	D3.11	The Contractor shall provide an extract of State defined data to the SI Contractor and the data warehouse, at a minimum, weekly.	Yes	Standard
		Data Integration		
Data Management	D4.1	The Contractor shall develop operational procedures in coordination with other enterprise module Contractors to restore system availability.	Yes	Standard
Data Management	D4.2	The Contractor's solution shall use XML and JSON standard messaging format to ensure interoperability.	Yes	Standard
Data Management	D4.3	The Contractor shall collaborate with all State enterprise Contractors and solutions to accurately collect, process, and distribute applicable HIPAA EDI transactions.	Yes	Standard
Data Management	D4.4	The Contractor's solution shall require (when appropriate), capture, and maintain the 10-digit NPI.	Yes	Standard

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Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Data Management	D4.5	The Contractor's solution, shall accept the NPI in all applicable standard electronic transactions mandated under HIPAA	Yes	Standard
Data Management	D4.6	The Contractor shall ensure all hardware, software, and communication components installed for use by State staff are compatible with the State currently supported versions with no less than an N-1 of the Microsoft Operating System, Microsoft Office Suite, commonly used browsers; and current technologies for data interchange.	Yes	Standard
Data Management	D4.7	Unless otherwise mutually agreed to in writing, the Contractor must maintain any and all hardware and software products required to support the Contractor's solution at their most current major version (patches, fixes, upgrades, and releases for all software, firmware and operating systems) or no more than one version back from the most current major version.	Yes	Standard
Data Management	D4.8	The Contractor's solution shall ensure information and event notifications to include aggregated incidents for correlation to make informed notifications. This will be based on defined thresholds, parameters, and variables. Integration and event notification would include: event notification of source, target interface data validation, and completion.	Yes	Standard
Data Management	D4.9	The Contractor's solution shall have business process orchestration in an event-driven environment that maximizes process automation.	Yes	Standard
Data Management	D4.10	The Contractor's solution shall provide the ability to create/edit, send, receive and process X12, NIEM standardized transactions and NCPDP D.0 transactions or current version, relative to the Contractor's scope of work.	Yes	Standard
Data Management	D4.11	The Contractor shall identify and describe the licenses necessary for the scope of work to support the infrastructure that will provide sufficient bandwidth and redundancy to ensure accessibility, reliability/fault tolerance and acceptable performance.	Yes	Standard
Data Management	D4.12	The Contractor's solution shall have the ability to identify errors in transactions and immediately notify the source system of the specific errors including whether the errors have precluded loading and/or using the data.	Yes	Standard
Data Management	D4.13	The Contractor shall provide an environment where components can be added or replaced quickly.	Yes	Standard
Data Management	D4.14	The Contractor's solution will interface with the State's designated financial processing solution through the SI platform.	Yes	Standard
Data Management	D4.15	The Contractor's solution shall have the capability to receive and display data , messages, and alerts from other systems in real-time.	Yes	Standard
Data Management	D4.16	The Contractor's solution shall support web services, specifications, and adapters in accordance with industry standards.	Yes	Standard
Data Management	D4.17	The Contractor's solution must be capable of receiving, translating, and processing data to and from the variety of protocols in accordance with industry standards. The Contractor shall include in their response a list of protocols supported.	Yes	Standard
Data Management	D4.18	The Contractor shall implement a platform where functional or technical modules or module components are loosely coupled and can be added, upgraded, or replaced without impacting other modules.	Yes	Standard
Data Management	D4.19	The Contractor shall provide electronic notification including detailed release notes for Major and Minor version, patches, updates and fixes deployed to the production environment.	Yes	Standard
Data Management	D4.20	The Contractor shall work collaboratively with module Contractors to reconcile ODS data elements with the data elements for each module component.	Yes	Standard
		Data Reporting		
Data Management	D5.1	The Contractor 's solution shall include a query tool that allows users to easily query data necessary to support state healthcare programs business needs.	Yes	Standard

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Exhibit G , Attachment 1 - IT Requirements Workbook

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANAGEMENT

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Data Management	D5.2	The Contractor 's solution shall have the capability to produce reports or display output data by National Provider Identifier (NPI), proprietary ID, name, or by a subset of the provider's practice or taxonomy.	Yes	Standard
Data Management	D5.3	The Contractor 's solution shall provide ad hoc query capability for retrieval of data relevant to specific operational and program business units.	Yes	Standard
	Operations, Maintenance and Configuration			
Operations, Maintenance and Configuration	OMC.1	The Contractor shall provide Operations support, Maintenance, and ongoing Configuration of the provided Solution(s) throughout the life of the Contract. This includes providing Operations support as described in the scope of work as well as providing Maintenance and Enhancements to the provided Solution(s). The Contractor will follow project management and system development processes throughout the life of the Contract. The State defines maintenance for each module as follows: . Making configuration updates as requested by the State. Configuration includes changes to table values, parameters, codes, and business logic, including hardcoded business logic. 2. Correcting deficiencies (defects) found in the solution(s) based on detailed requirements described in the scope of work and published design specifications. 3. Correcting deficiencies (defects) found in the solution(s) based on a failure to meet the detailed requirements in completed enhancement, configuration or maintenance requests. 4. Conducting research requested by the State or required to support the State. For example: a. System behavior and results b. New healthcare initiatives c. Best practices research across states and industry d. Impacts of new State and federal legislation 5. Performing mass adjustments or mass changes as requested by the State or required to support the State's healthcare programs (for example, errors in pricing, eligibility, cost share, and financial code assignments, TPL discovery, and provider reimbursement changes). 6. Performing regular maintenance as needed by the State required to support the State's healthcare programs. Examples of maintenance include but are not limited to: a. Performance optimization. b. Database management. c. Software, hardware, and tools (e.g., patches, upgrades, and replacement). d. Interface, report, and correspondence changes. e. Making corrections or changes to maintain the integrity of the system or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy). 7. Using appropriate testing, configuration, and change control procedures. 8. Updating system, user, and training documentation and online help to reflect changes that have	Yes	Standard
Operations, Maintenance and Configuration	OMC.2	The Contractor shall notify the State within 10 business days when updated reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials) are available for review.	Yes	Standard
	Training			
Training	TR.1	The Contractor shall utilize a variety of delivery methods to best meet the training objectives. Examples include online self-paced training presentations, in-person classroom setting, written material, and demonstrations.	Yes	Standard
Training	TR.2	The Contractor shall provide training on the system for UAT testers. The Contractor shall provide updated User and System Documentation to UAT testers to support the UAT effort.	Yes	Standard
Training	TR.3	The Contractor shall develop and provide as necessary, training for the Provider Community. The training must be structured to address the Contractor 's solution functionality for claims processing, remittance advice access, and other portal functions. The training must include access to online provider resources, including manuals, document and forms.	Yes	Standard

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Exhibit G , Attachment 1 - IT Requirements Workbook

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANAGEMENT

Requirement Section	ReqID	Req. Language	Contractor Response	Delivery Method
Training	TR.4	The Contractor shall develop and submit a Training Plan that, at a minimum, addresses the following: a. Summary of training approach that focuses on the train-the-trainer methodology, objectives, and desired outcomes; b. Training needs analysis, including an assessment of the target audience and their knowledge and skills; c. Recommendations on type and delivery approach based on training needs analysis; d. Summary of proposed training materials and documentation in addition to hands-on training; e. Approach to maintaining training documentation and accompanying materials; f. Approach to providing training necessary to support new functionality and/or major software releases that materially change the user interaction; g. Approach to processing for incorporating feedback to improve train the trainer effectiveness over the course of the Contract.	Yes	Standard
	File Transfer			
File Transfer	FT.1	The Contractor must have the ability to send and receive NH ADAP and TBFA client eligibility files on a configurable scheduled basis via the State's Secure File Transfer Protocol (SFTP).	Yes	Standard
File Transfer	FT.2	The Contractor shall be able to receive and send files into and from the system on a configurable scheduled basis, for example: a daily recipient eligibility file.	Yes	Standard
File Transfer	FT.3	The Contractor must be able to receive periodic updates to the client file and shall accomplish installation of the updated file within 4 hours of its receipt. The Contractor must be able to receive the entire client file and shall accomplish installation of the updated file within 8 hours of its receipt.	Yes	Standard

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DELIVERABLES / ACTIVITY / MILESTONES PRICING WORKSHEET			
	DELIVERABLE, ACTIVITY, OR MILESTONE	**DELIVERABLE TYPE**	**PROJECTED DELIVERY DATE**
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	Within 2 weeks of contract execution.
2	Work Plan	Written	Initial delivery within one (1) month of kickoff; weekly updates thereafter.
3	Attestation of background check	Written	Within one (1) month of contract execution.
4	Project Status Reports	Written	Weekly beginning after kickoff.
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	Within two (2) months of kickoff.
6	Information Security Plan (ISP)	Written	Within four (4) months of kickoff.
7	Communications and Change Management Plan	Written	Within one (1) month of kickoff.
8	Software Configuration Plan	Written	Within three (3) months of kickoff.
9	Systems Interface Plan and Design/Capability	Written	Within three (3) months of kickoff.
10	Testing Plan	Written	Within three (3) months of kickoff.
11	Data Conversion Plan and Design	Written	Within four (4) months of kickoff.
12	Deployment Plan	Written	Within six (6) months of kickoff.
13	Comprehensive Training Plan and Curriculum	Written	Within six (6) months of kickoff.
14	End User Support Plan	Written	Within eight (8) months of kickoff.
15	Business Continuity Plan including Disaster Recovery Plan (DRP)	Written	Within five (5) months of kickoff.
16	Documentation of Operational Procedures	Written	Within five (5) months of kickoff.
17	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written	Within six (6) months of kickoff.
18	Data Protection Impact Assessment (DPIA)	Written	Within nine (9) months of kickoff.
19	Systems Security Plan (SSP) (the SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written	Within ten (10) months of kickoff.
20	Risk and Issue Management Plan	Written	Within four (4) months of kickoff.

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21	Quality Management Plan	Written	Within six (6) months of kickoff.
22	Technical Documentation	Written	Within eleven (11) months of kickoff.
INSTALLATION			
23	Provide Software Licenses if needed	Written	As needed during Design, Development, and Implementation (DDI).
24	Provide Fully Tested Data Conversion Software	Software	As needed during DDI; included in ongoing work plan updates.
25	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	As needed during DDI; included in ongoing work plan updates.
26	Technology Matrix	Written	Within seven (7) months of kickoff.
27	User Interface Style Guide	Written	Within two (2) months of kickoff.
TESTING			
28	Conduct Integration Testing	Non-Software	Approximately 13 months after kickoff (June 2027).
29	Conduct User Acceptance Testing	Non-Software	Immediately following integration testing (June 2027).
30	Perform Production Tests	Non-Software	Immediately following UAT (late June 2027).

31	Test In-Bound and Out-Bound Interfaces	Software	As needed during DDI.
32	Conduct System Performance (Load/Stress) Testing	Non-Software	Concurrent with production tests (late June 2027).
33	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	No later than 6 weeks before go-live (mid-May 2027).
34	Security Risk Assessment (SRA) Report o if PII is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written	Within ten (10) months of kickoff.
35	Security Authorization Package	Written	Within ten (10) months of kickoff.
SYSTEM DEPLOYMENT			
36	Converted Data Loaded into Production Environment	Software	As needed during Design, Development, and Implementation (DDI).
37	Provide Tools for Backup and Recovery of all Applications and Data	Software	As needed during Design, Development, and Implementation (DDI).

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38	Conduct Training	Non-Software	Begin two (2) months before go-live; complete before go-live
39	Cutover to New Software	Non-Software	No later than July 1, 2027
40	Provide Documentation of Training	Written	Within one (1) week after training completion.
41	Execute System Security Plan	Non-Software	No later than July 1, 2027
OPERATIONS			
42	Ongoing Hosting Support	Non-Software	Begins at go-live and continues through contract term.
43	Ongoing Support & Maintenance	Software	Begins at go-live and continues through contract term.
44	Conduct Project Exit Meeting	Non-Software	Within one (1) month after go-live.
45	Contract End of Life Transition	Non-Software	At contract expiration.

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Exhibit G, Attachment 3 - Required Reports

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PHARMACY BENEFIT MANGEMENT

Type	Frequency	Report Name	Report description
Claims Report	Daily	Claims Summary	Shows the daily claims volume and total paid for claims processed through the system based on adjudication date.
Claims Report	Daily	Claims Denial	Shows the NCPDP error codes, the corresponding internal error codes and the total number of denied claims associated with each error code grouping, based on adjudication date.
Claims Report	Monthly	Twelve Month Summary	Shows by calendar month a summary of claims processed based on only paid claims by adjudication date.
Claims Report	Monthly	Gender Utilization (Male, Female, Combined)	Shows the claims distribution by age group and gender, based only on paid claims by adjudication date.
Claims Report	Monthly	Generic Drug Analysis	Shows the claim distribution by drug type classification based on only paid claims by adjudication date.
Claims Report	Monthly	Therapeutic Class Analysis by Amount Paid or Claim Volume	Shows the claim distribution by drug therapeutic class from highest to lowest and can be retrieved based on the total amount paid per therapeutic class or total number of claims by therapeutic class based on only paid claims by adjudication date.
Claims Report	Monthly	Most Utilized Pharmacies by Amount Paid or Claim Volume	Ranks the top pharmacies from highest to lowest and can be retrieved by total amount paid or total number of claims based on only paid claims by adjudication date.
Claims Report	Monthly	Top Members Ranking by Amount Paid or Claim Volume	Ranks the top members from highest to lowest and can be retrieved by total amount paid or total number of claims, based on only paid claims by adjudication date.
Claims Report	Monthly	Most Prescribed National Drug Code (NDC) by Amount Paid or Claim Volume	Ranks the top NDCs from highest to lowest and can be retrieved by total amount paid or total number of claims, based on only paid claims by adjudication date.
Claims Report	On Request	Claim Balancing for Payment Date or Service date	Provides a summary of claims by claim status and type for a selected period of time based either on service or payment date.
Claims Report	On Request	Cost Utilization Analysis by Drug Type	Provides summary of claims by selected service date period showing summary by single source, multisource or generic status of drugs in paid claims.
Claims Report	On Request	Cost Utilization Analysis by Claim Type	Provides summary of claims by selected service date period showing summary by retail or mail order status.
Claims Report	On Request	Therapeutic Class Summary	Provides summary of claims by selected service date period showing summary of paid claims summarized at the specific therapeutic class level.
Claims Report	On Request	Top X Drug Ranking	Provides summary of claims by selected service date period showing summary of claims at the drug name level. User is able to select ranking by payment or claim count and number of drugs to be returned in report.
Claims Report	On Request	Top X Pharmacy/Prescriber Ranking	Provides summary of claims by selected service date period showing summary of claims ranked by a variable selected by user. User is able to select number of providers returned or either prescriber or pharmacy.
Claims Report	On Request	Top X Recipient Ranking	Provides summary of claims by selected service date period showing a summary of top recipients. User is able to select method of ranking. Report can be drilled through to the individual recipient profile report of each recipient listed.
Claims Report	On Request	Top 10 Therapeutic Classes by Total Paid, Claim Volume, or Ingredient Cost	Provides summary of claims by selected service date periods showing summary at the specific therapeutic class level. Ranking is by total paid, claim volume or ingredient cost and includes only top ten classes.
Claims Report	Daily	Daily ProDUR Denial Report	Shows the ProDUR conflict codes and the corresponding number of denied claims associated with each code based on adjudication date.

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Claims Report	Daily	Daily ProDUR by HIC3 Denial Report	Shows the ProDUR conflict codes, HIC3, and the total number of denied claims associated with each grouping of conflict code and HIC3 based on adjudication date.
Claims Report	Monthly / Annual	ProDUR Top Encounters by Problem Type	Shows the encounter and claim distribution by ProDUR problem type based on only paid claims by adjudication date.
Claims Report	Monthly / Annual	ProDUR Payment Report	Shows the ProDUR payments by claim history errors vs. non-history errors as well as DUR error code and broken down into month to date and year to date.
Claims Report	Monthly / Annual	ProDUR Message Report	Shows the ProDUR encounter messages by severity code. This is based on adjudication date for the claims.
Claims Report	Monthly / Annual	ProDUR Encounters Report	Lists the ProDUR encounters by type (and provides the number of claims associated with each type. This is based on adjudication date.
Claims Report	Monthly / Annual	ProDUR Denied Claims Savings Report	Shows by provider the number of denied claims due to ProDUR encounters and the subsequent resubmission claims. These claims are then calculated to determine a savings amount by provider.
Claims Report	Monthly / Annual	ProDUR Paid Claims Savings Report	Shows by provider the number of paid claims due to ProDUR encounters and the subsequent reversal and resubmission claims. These claims are then calculated to determine a savings amount by provider.
Claims Report	Monthly / Annual	ProDUR Encounters - Outcomes by Problem Type Report	Shows by ProDUR encounter the pharmacy submitted ProDUR outcome codes and number of claims associated with each.
Claims Report	Monthly / Annual	ProDUR Encounters - Interventions by Problem Type Report	Shows by ProDUR encounter the pharmacy submitted ProDUR intervention codes and number of claims associated with each.
Pharmacy Report	Monthly / Annual	Active Pharmacy Provider Report	Shows all active pharmacy providers and their effective and termination dates.
Claims Report	Monthly / Annual	Cost Sharing Savings Report	Shows the cost sharing breakdown of claims by month. The data is based on adjudication date and a month is a calendar month.
Claims Report	Monthly / Annual	Adjudication Demographics Report	Show the breakdown of the paid claims and some important metrics associated with these. Some of the metric breakdowns include brand, generic, ingredient cost, gross cost, etc. The data is pulled according to adjudication date and broken down into current month, this month last year, and year-to-dale.
Provider Report	Monthly / Annual	Prescriber Ranking Report by Amount Paid or Claim Volume	Ranks all prescriber based on total amount paid or total number of claims to the prescriber. The data within the report gives an overview of each physician's prescribing habit. The data is based on paid claims by adjudication date.
Drug Rebate Financial Rpt Fed and Supp	on demand	Adjust Report 64.9r	Provides adjustments made to prior quarter invoices by program.
Drug Rebate Financial Rpt Fed and Supp	on demand	Aged Disputes Remaining	This report is used to identify the ageing of outstanding disputes for a client program.
Drug Rebate Financial Rpt Fed and Supp	on demand	Aged Receivables	This report is used to show the aging of the accounts receivable as of a specified date.
Drug Rebate Financial Rpt Fed and Supp	on demand	Batch Listing	This report is a listing of batches and receipts entered between the specified dates for a specified client program.
Drug Rebate Financial Rpt Fed and Supp	on demand	Cash Receipts Detail	Report for daily receipts by Program and invoiced quarterly.
Drug Rebate Financial Rpt Fed and Supp	on demand	Cash recap Support Summary	This report summarizes interest and invoice payments deposited between the specified dates at the invoice YrQtr level
Drug Rebate Financial Rpt Fed and Supp	on demand	Dispute Activity	This report is used to view all activity on a disputed NDC/Invoice YrQtr within a specified date range.
Drug Rebate Financial Rpt Fed and Supp	on demand	Dunning Letter	This is a letter, not report; keep.
Drug Rebate Financial Rpt Fed and Supp	on demand	Dunning Notice Report	This report is used to identify all labelers that have not made a payment on their invoice for specified year quarter in the selected number of days.
Drug Rebate Financial Rpt Fed and Supp	on demand	Labeler Account Balance	This report is used to show the total outstanding balance for each manufacturer.

Drug Rebate Financial Rpt Fed and Supp	on demand	Quarterly labeler Account Balance	Report used to provide labeler balance by program and invoiced quarter.
Drug Rebate Financial Rpt Fed and Supp	on demand	interest Received	This report shows the interest paid for each year quarter between specified deposit dates (if entered).
Drug Rebate Financial Rpt Fed and Supp	on demand	Labeler Paid Amt vs Billed Amount by Quarter	This report lists the billed amount and paid amount for both rebate and interest for each invoice year quarter for each manufacturer.
Drug Rebate Financial Rpt Fed and Supp	on demand	Labeler Paid Amt vs Billed Amount	This report lists the billed amount and paid amount for both rebate and interest for each manufacturer.
Drug Rebate Financial Rpt Fed and Supp	on demand	Monthly Dispute Summary Report	This report lists the current invoice dispute within a specified dispute date range.
Drug Rebate Financial Rpt Fed and Supp	on demand	Outstanding Manufacturer Rebate Invoice Balance	This report is used to identify the outstanding rebate due from manufacturer's for Invoice YrQtr's and NDC's.
Drug Rebate Financial Rpt	on demand	Payment Receipt Detail	This report is a listing of payments posted to NDCs for a specified receipt.
Drug Rebate Financial Rpt		Executive Summary	This report is used to show a financial summary for a client program for the parameters selected. Used to reconcile collections using a date range by program and quarter invoiced
Drug Rebate Financial Rpt Fed and Supp	on demand	Family Planning Drugs payment Received	This report is used for 64.9 federal reporting to CMS quarterly
Drug Rebate Financial Rpt	on demand	Receipt listing	This report will be used by the business to balance rebate payments posted on a daily and monthly basis.
Drug Rebate Financial Rpt	on demand	Summary Payments by NDC	This report is used to research payments and paid unit adjustments for a specific NDC.
Drug Rebate Financial Rpt	on demand	Total dollrs by check Number	This report is used to research checks posted for specified client.
Drug Rebate Financial Rpt	on demand	unit Rebate Offset Amount Combined	This report is used to report the quarterly offset amount associated with the payments received on rebates to CMS on 64.9r.
Financial Rpt Fed and Supplemental	on demand	Claim Detail with prompts	This report displays the details of the claims that were invoiced.
Financial Rpt	on demand	Excluded claims Report by Claim File Post Invoice	This report will be used after invoicing is complete to show all claims from a selected claim file which have been excluded from rebate invoicing.
Financial Rpt	on demand	Excluded claims Report by Reason code	This report will show all claims paid within a specified time frame which have been excluded from rebate invoicing after completion of invoicing cycle.
Financial Rpt Fed and Supplemental	on demand	Family planning Drugs Invoiced	This report identifies all Family Planning drugs that were invoiced during the specified invoice year quarter.
Financial Rpt Fed and Supplemental	on demand	HCPCS/Rx quarterly Utilization List	This report is used to identify the HCPCS and Rx claims being invoiced for specified year quarter.
Financial Rpt	on demand	Invoice Detail by NDC	This report is used to show the current quarter and PPA details included on the quarterly invoices.
Financial Rpt	on demand	Invoice Detail Report with prompts	This report is used to bill manufacturers for drug rebates each quarter.
Financial Rpt Fed and Supplemental	on demand	Invoice Summary of Reimbursement Amounts	This Report provides the reimbursement amounts for Medicaid and non-medicaid for the current invoice quarter and the previous invoice quarter.
Financial Rpt Fed and Supplemental	on demand	Invoice Total for Quarter	This report is used to view a summary of invoice totals for a specified year quarter by manufacturer.
Financial Rpt	on demand	Invoice Total for Quarter by ndc	This report is used to view invoice totals for each NDC for a specified year quarter.
Financial Rpt Fed and Supplemental	on demand	Invoice Totals for Quarter by Processing Year Quarter	This report is used to view a summary of invoice totals for claims included in the load during the specified year quarter regardless of invoice year quarter.
Financial Rpt	on demand	Invoice Totals for Quarter by Processing Year Quarter and NDC	This report is used to view invoice totals for claims at the NDC level. It includes all claims from the loads during the specified year quarter regardless of the invoice year quarter on the claims.
Financial Rpt	on demand	NDC's Not Found on CMS Rate File	This report is used to identify the NDCs that do not have a rate on the CMS file for the specified year quarter.
Financial Rpt Fed and Supplemental	on demand	Quarterly invoice Comparison	This report is used to compare the current estimated invoice totals to the previous quarter invoice totals.

Financial Rpt	on demand	Zero Rebate Amount Per Rate File	This report will show the NDCs in the CMS_RATE table that have a zero rate for the specified year quarter.
Medicaid	Quarterly	SUPPORT Act Reporting	MAT/AUD claims information to be used for reporting on the 64 Federal Report.
Medicaid	Annually	J code/NDC crosswalk	Used to update J code rates.
Medicaid	Monthly	Lock-In report	Identifies members for potential lock-in.
Medicaid	Monthly	MAP report	Prior authorization report.
Medicaid	Weekly	New drug to market report	New drugs added to the drug file.
Medicaid	Quarterly	Drug rebate reports	Multiple: FFS, MCO, Federal, supplemental and Diabetic Supplies.
Medicaid	Quarterly	PDL Compliance reporting	Used to monitor MCO compliance with PDL.
Medicaid	Quarterly	PDL Market Share reporting	Used to monitor compliance with PDL.
Medicaid	annually and 2nd half report	Supplemental Rebate Offers and Recomendations by Drug Class	Used to make PDL decisions.
Medicaid	Annually	Trend Report	Used to monitor drug trends.
Medicaid	Annually	Pipeline Report	Clinical insights and competitive intelligence on anticipated drugs in development.
Medicaid	Annually	SOC Audit report	Contract requirement.
Medicaid	Monthly	Monthly Summary Report	Monthly summary of pharmacy monthly activities; including but not limitied to claims utilization and expenditures, prior authorizations, call logs, rebate activity.
Medicaid	Annually	Medicaid Annual Report	Same as Monthly Summary, only annual.
Medicaid	Annually	Annual DUR Report to CMS	Federal requirement with template from CMS - Drug Utilization Review Report.
Medicaid	Twice Annually	RetroDUR - Active Criteria	List of available retro-DUR criteria that the State is actively using.
Medicaid	Twice Annually	RetroDUR - Criteria Exception Estimates	Report shows options for the DUR Board to select for the upcoming Retro-DUR letters to providers. Report is produced prior to each DUR Board meeting. The members select the topics for the following six months of Retro-Dur interventions.
~~Medicaid~~	Twice Annually	RetroDUR - Intervention Turn Around	Tracking of RetroDur letters, responses and outcomes.
Medicaid	Monthly	RetroDur - Member Profile	Used to coordinate prescriptions based on member profiles.
Medicaid	As needed	RetroDur - Letter Response Report	Used to categorize the member profile response letters for the board.
Medicaid	Twice Annually	RetroDur - Intervention Summary	Report shows how many Retro-DUR Intervention letters are sent and how many providers responded to the letter. Also shows any action taken by provider and if the response to the letter was positive ot negative.
ADAP Report	Monthly	CMS Data Sharing Report	Shows the number of clients for whom the data on Medicare eligibility and enrollment did not match that of the CARE Program.
ADAP Report	Monthly	Medication Compliance Trends	List of clients filling incomplete HIV medication regimens based on cliams data. Example: Duranavir filled without a boosting agent.
ADAP Report	Monthly	Clients with 6 or more prescribers	List of Clients with 6 or more prescribers.
ADAP Report	Monthly	Clients with claims at 2+ pharmacies	List of clients with claims at two or more pharmacies.
ADAP Report	Monthly	Member HIV Medication Compliance	List of clients with 1. No claims, 2. Other claims but no HIV medications 3. Late refills on HIV medications, 4. Returns
ADAP Report	Monthly	Clients with an average Daily MME >100	List of clients with an average daily MME greater than 100.
ADAP Report	Monthly	Trend Report	Used to monitor drug trends.
ADAP Report	Monthly	Long-acting Antiretroviral Thearapy (LAART) and Oral Support Monitoring	List of paid and denied claims for LAART and Oral Support.
ADAP Report	Monthly	Full Pay Clients with Insurance	List of clients that the NH ADAP Program is paying full price for medications, when the client(s) have primary insurance.
Audit Report	Annually	System Organization Control (SOC) Report	System and Organization Controls Reports (SOC): SOC 1 (Financial Reporting) Type2 and SOC 2 (Security, Availability and Processing Integrity) Type 2.

Contractor Initials: Initial EN

Date: 7/28/2026

Exhibit G, Attachment 4 - Performance Standards and Liquidated Damages

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANGEMENT

ID #	Req. Language	Liquidated Damages
SLA01	Contractor shall agree to a financial accuracy rate of at least 99% for all prescription claims electronically processed at the point-of-sale, measured monthly.	For failure to meet the standard, Contractor shall be assessed liquidated damages equal to 10% of the base operational costs in the Contract month in which the incident occurred.
SLA02	Contractor shall guarantee solution has at least 99.8% point of sale availability. Contractor shall provide notice to the State as to its regularly, scheduled maintenance windows which shall not be part of this guarantee.	For failure to meet the standard, Contractor shall be assessed liquidated damages equal to 10% of the base operational costs in the Contract month in which the incident occurred.
SLA03	Contractor shall provide all scheduled reports, ad hoc reports, and paid claims transactional history files where the Scope of Work specifies a timeframe within the stated time periods, and to provide on-line query capability.	For failure to meet the standard, Contractor shall be assessed liquidated damages equal to 10% of the base operational costs in the Contract month in which the incident occurred.
SLA04	All inbound calls to the Contractor's call centers and/or toll-free customer service lines must be answered within an average time of twenty (20) seconds or less, including calls routed through an IVR. If applicable, once a caller makes a selection in the IVR, the average speed to answer must not exceed thirty (30) seconds. Reporting shall be provided monthly by the 7th day of the month.	For failure to meet the standard, Contractor shall be assessed liquidated damages equal to 10% of the base operational costs in the Contract month in which the incident occurred.
SLA05	100% of requests for Prior Authorizations shall be completed within 24 (twenty-four) hours.	For failure to meet the standard, Contractor shall be assessed liquidated damages equal to 10% of the base operational costs in the Contract month in which the incident occurred.
SLA06	All requests for legislative ad hoc reports shall be completed within 2 (two) weeks of request unless otherwise negotiated at the time of the request from the State.	For failure to meet the standard, Contractor shall be assessed liquidated damages equal to 10% of the base operational costs in the Contract month in which the incident occurred.
SLA07	For Medicaid Services Only: All rebate reporting and payments to the State shall be posted within thirty (30) days of the receipt of the rebate information received from the drug manufacturers through the State. Reporting shall describe the source of the rebates at the item level, and the date the payment was received from the manufacturer.	For failure to meet the standard, Contractor shall be assessed liquidated damages equal to 10% of the base operational costs in the Contract month in which the incident occurred.
SLA08	Routine website maintenance no less than once (1) per month to ensure that all website content remains accurate.	For failure to meet the standard, Contractor shall be assessed liquidated damages equal to 10% of the base operational costs in the Contract month in which the incident occurred.
SLA09	Contractor shall respond to all written inquiries (including mail, fax, and email) from providers, end users, or Department staff within five (5) business days of receipt and use reasonable efforts to resolve them within twenty (20) business days.	For failure to meet the standard, Contractor shall be assessed liquidated damages equal to 10% of the base operational costs in the Contract month in which the incident occurred.
SLA10	Contractor shall notify the State of any Severity Level 1 defects, as defined by the State causing severe financial or productivity impacts, including module downtime, within thirty (30) minutes of becoming aware of the issue. Contractor shall provide its plan for resolution within four (4) hours of the notification of the defect to the State and resolve the defect within twelve (12) hours of the notification of the defect to the State.	State shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: $5,000 per hour if between Performance Standard and 200 % of the Performance Standard; $6,000 per hour if between 200 % and 300 % of the Performance Standard; $7,000 per hour if between 300% and 400 % of the Performance Standard.
SLA11	Contractor shall notify the State of any Severity Level 2 defects, as defined by the State, causing serious disruption to operations and services where there is no alternative or work around, within one (1) hour of becoming aware of the issue. Contractor shall provide its plan for resolution within four (4) hours of the notification of the defect to the State and resolve the defect within eighteen (18) hours of the notification of the defect to the State.	State shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: $2,000 per hour if between Performance Standard and 200 % of the Performance Standard; $3,000 per hour if between 200 % and 300 % of the Performance Standard; $4,000 per hour if between 300% and 400 % of the Performance Standard.
SLA12	Contractor shall notify the State of any Severity Level 3 defects, as defined by the State, it identifies that affects a small number of users, causes inconvenience, or delays business or prevents use of a fully supported service within one (1) hour of becoming aware of the issue.	$1,000 per instance the State is not notified of a Moderate Deficiency within the Performance Standard timeframe.
SLA13	Contractor must meet the due date for Acceptance of each Deliverable, as indicated in the Work Plan, contingent upon the State and any third parties not under contract with the Contractor meeting their respective review and approval deadlines.	Liquidated Damages: $500.00 per Business Day from the Deliverable Acceptance date in the Work Plan until the date each Deliverable is delivered -and receives Acceptance from the Department.

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Date: 7/28/2026

ID #	Req. Language	Liquidated Damages
SLA14	Contractor's Key Personnel positions may not be vacant for more than 10 Business Days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than 10 Business Days after the separation date of the vacating resource. The definition of a qualified substitute is someone meeting the requirements of the RFP and Contract Section 4.	Liquidated damages: $500.00 per Business Day after 10 consecutive Business Days a Key Personnel position is vacant without a qualified substitute.
SLA15	Contractor shall ensure that 100% of all critical Priority tickets, (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are completed and Implemented by the Required Implementation Date in collaboration with the Contractor. This SLA is measured based on such tickets due in a calendar month. The Department will establish the Priority and the Required Implementation Date for each ticket in collaboration with the Contractor based on the business need (e.g., federal law, state law, or regulation).	Liquidated damages: $1,500 per business day per ticket past the Required Implementation Date for any critical Priority ticket without Acceptance from the Department.
SLA16	Contractor shall ensure that 80% of all high Priority tickets (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented by the Required Implementation Date. Contractor shall ensure that 100% of all high Priority tickets (Enhancements, Defects, Maintenance, Research, Configuration and Mass Adjustments) are Implemented within five business days of the Required Implementation Date in collaboration with the Contractor. This SLA is measured based on such tickets due in a calendar month. The Department will establish the Priority and the Required Implementation Date for each ticket in collaboration with the Contractor based on the business need (e.g., federal law, state law, or regulation.)	Liquidated damages: $1,000 per Business Day per ticket if either: more than 20% of high Priority tickets past the Required Implementation Date have not received Acceptance from the Department or any high Priority ticket more than five Business Days past the Required Implementation Date has not received Acceptance from the Department.
SLA17	Contractor shall ensure that 75% of all medium Priority tickets (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented by the Required Implementation Date. Contractor shall ensure that 100% of all medium Priority tickets (Enhancements, Deficiencies, Maintenance, Research, Configuration and Mass Adjustments) are Implemented within 10 business days of the Required Implementation Date in collaboration with the Contractor. This SLA is measured based on such tickets due in a calendar month. The Department will establish the Priority and the Required Implementation Date for each ticket in collaboration with the Contractor based on the business need (e.g., federal law, state law, or regulation).	Liquidated damages: $500 per Business Day per ticket if either: more than 25% of medium Priority tickets are past the Required Implementation Date have not received Acceptance from the Department or and medium Priority ticket more than 10 business days past the Required Implementation Date has not received Acceptance from the Department.
SLA18	Contractor shall thoroughly test the Solution and demonstrate proof of successful Contractor Testing for 100% of the Specifications defined for each Implementation. Contractor can demonstrate proof of successful Contractor Testing by providing Documentation such as system, integration or parallel test results or demonstration of the Specifications including Interfaces/APIs. All Specifications must be tested through the use of testing procedures, verification procedures and other testing methodologies identified in the RFP, and the associated testing requirements.	Liquidated damages: $5,000.00 per Implementation in which Contractor is not able to demonstrate that 100% of the Specifications have been met.
SLA19	Contractor shall maintain environments as mutually agreed upon to perform System validation, integration testing, and Data migration to determine overall production readiness. Each environment must include all of the components to support the intended purpose of that environment. Any component not replicated in a designated environment must be disclosed to the Department and a written explanation as to why this will not affect the inherent use of the environment for its intended purpose.	Liquidated damages: $5,000.00 per environment per month in which Contractor does not maintain an environment as mutually agreed upon.
SLA20	Contractor shall document all business rules applicable to the functioning of the Module and document any new or changed business rules within 10 business days of receiving State approval of the change and prior to implementing the change.	Liquidated damages: $100.00 per business day in which the rules do not match the current functionality of the Module or $100.00 per business day beyond the Performance Standard to document a changed business rule.
SLA21	Contractor's Solution shall ensure 100% of all Data Interfaces identified for the Enterprise Service Bus (ESB) integration are managed and orchestrated by the ESB.	Liquidated damages: $5,000.00 per Data flow or Interface per month in which an Interface within the ESB integration scope of work is not orchestrated by the ESB.
SLA22	Contractor shall document all configuration items applicable to the point of sale Solution and make available the updated Documentation within 10 business days of the Implementation of a change.	Liquidated Damages: $100.00 per Configuration item per business day not documented or not updated within the 10 Business Day Performance Standard.
SLA23	Contractor must ensure all of the required Interfaces for the Module operate in accordance with the Specifications, without degradation in performance.	Liquidated Damages: $10,000.00 per month if any of the required Interfaces fail this Performance Standard.

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ID #	Req. Language	Liquidated Damages
SLA24	Contractor must ensure all production reports will be available on line for review by the Department pursuant to the following schedule: A. Daily or Weekly Reports – by the end of the Business Day following the end of the reporting period. B. Monthly Reports – by the third Business Day following the end of the reporting period C. Quarterly or Annual reports – by the fifth Business Day following the end of the reporting period.	Liquidated Damages: $500.00 per day per report beyond the Performance Standard.
SLA25	Contractor must, in the event of an unscheduled Module Downtime, within business critical applications (FirstFinance, FirstRx, FirstTrax), restore Availability, using procedures approved in the Business Continuity and Disaster Recovery Plan within four hours from the start of the unscheduled Downtime.	Liquidated Damages: Department shall assess the liquidated damages as specified below for failure to meet the Performance Standard timeframe: $5,000 per 24 hour period 0 to 72 hours beyond Performance Standard $6,000 per 24 hour period grater than 72 hours to 168 hours beyond Performance Standard. $7,000 per 24 hour period greater than 168 hours beyond Performance Standard.
SLA26	Contractor shall provide detailed Disaster Recovery Plan test results annually to the Department within 45 days of test completion	Liquidated Damages: $500.00 per day beyond the Performance Standard until the detailed Disaster Recovery Plan test results are delivered to the Department.
SLA27	Contractor shall request any planned Downtime due to scheduled upgrades or Maintenance, outside the normal Maintenance Window, to the Department five Business Days prior to Downtime. Unless the Department consents, it does not qualify as approved Downtime.	Liquidated Damages: $1,000.00 per occurrence if the request for planned Downtime is made with less than a five Business Day notice to the Department.
SLA28	Contractor shall work collaboratively with the Department to gather, analyze and report findings to the Office for Civil Rights (OCR) for any HIPAA or HITECH incident involving Contractor that affects a population of 500 members or more. Sufficient technical evaluation will be completed by the Contractor to verity the number of member potentially affected.	Liquidated Damages: All costs of mitigation (all Contractor and Department costs) for any HIPAA incident affecting 500 or more members that results from actions attributed to Contractor's performance of the Contract. In addition, Contractor will receive sanctions, if any, determined by the OCR and be responsible for mitigation costs and other associated costs such as call center costs, credit reporting, publications, and media centers.
SLA29	Contractor shall adhere to applicable State and Federal laws, rules, regulations, guidelines, policies, and procedures relating to information systems, information systems security and privacy, physical security, PHI confidentiality and privacy. Contractor must work with the Department to define and identify that the proposed Solutions or Services meet applicable compliance requirements. If Contractor is out of compliance, a mitigation plan to regain compliance is due to the Department within 10 business days with mitigation and testing to be completed in the timeframe defined in the mitigation plan.	Liquidated Damages: $1,000 per business day until the Module is in compliance.
SLA30	Contractor shall prevent any user or system administrator from having a shared account.	Liquidated Damages: $1,000.00 per occurrence in which a shared account is identified.
SLA31	Contractor shall have an acceptable documented risk mitigation plan submitted to the Department within 5 business days of risk identification for 100% of high or critical project risks. The Department, after consulting with Contractor, will determine the level of criticality of each project risk. [?]	Liquidated Damages: $1,000.00 per Business Day beyond the Performance Standard for high or critical project risks without the submission of an acceptable risk mitigation plan.

Contractor Initials: Initial EN

Date: 7/28/2026

Exhibit G, Attachment 4 - Performance Standards and Liquidated Damages

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANGEMENT

ID #	Req. Language	Liquidated Damages
SLA32	Contractor will ensure that Module Federal Certification is achieved from the first day of Operations and continued throughout the Operations Phase. The Contractor is responsible for meeting the Federal standards, conditions and business requirements, formally published by CMS on the date the RFP closes, necessary to ensure initial and continued federal Certification for the operation of the Module and Department to receive full Federal Financial Participation (FFP) and the Federal Medical Assistance Percentage (FMAP) funding . In addition, the Contractor is responsible for meeting any new or modified Federal standards necessary to ensure initial and continued federal Certification, provided that to the extent those standards or requirements are not outside the scope of the RFP and do not result in a material cost impact on Contractor, otherwise the Contractor shall only be required to meet them if and to the extent the parties agree to do so through the Change Order process. Contractor will provide all support requested by the Department during Certification and any recertification conducted by CMS and by the Department. The support will include assisting the Department in developing artifacts and evidence to support the Certification review. This includes developing the Certification presentation and participation in the Certification review.	Liquidated damages: Contractor must pay the Department the actual damages incurred by the Department related to the Module DDI and Certification, if CMS does not fully compensate the Department at the maximum allowable FFP rate and the FMAP for the Module as delivered by the Contractor. The actual damages are the difference between the total of the sums of monies actually received from CMS by the Department and the total of the sums of monies that could have been received by the Department at maximum allowable FFP and the FMAP rate.
SLA33	Contractor shall work cooperatively with all other contractors and offer timely support in integrating Solutions within the State's healthcare programs enterprise. Timely shall be defined as scheduling of a meeting within five business days of department request, review of applicable documentation within five business days and scheduling of testing within five Business Days and ensuring the appropriate Contractor staff is participating.	Liquidated damages: $1,500.00 per request in which the Performance Standard is not met.
SLA34	Contractor shall ensure that 100 % of all Data converted is correctly mapped and usable by the scheduled completion date in the Work Plan.	Liquidated damages: $500.00 per business day in which less than 99% of all Data converted is correctly mapped and usable beyond the scheduled completion date in the Work Plan.
SLA35	Contractor is required to maintain a Data dictionary, accessible electronically, that shall be updated within 10 Business Days of any change.	Liquidated damages: $100.00 per business day in which the Data dictionary does not match current functionality of the Module.
SLA36	Contractor shall ensure accurate processing in accordance with the applicable Specifications of all electronic data interchange (EDI) transactions.	Liquidated damages: $1,000.00 per business day in which the Performance Standard is not met.
SLA37	Contractor shall maintain up to date System Design Documentation, functional documentation (including both User Documentation and the Operations Procedures Manual), and other relevant System Documentation. Documentation shall be updated within 10 business days or as otherwise agreed upon of the Implementation of a change.	Liquidated damages: $100.00 per document per business day the Documentation does not match the functionality of the Module or $100.00 per business day beyond the Performance Standard to document an applicable change.
SLA38	Contractor's Solution shall ensure access for the required number of concurrent users, according to the Specifications, necessary for the administration of the Department's business functions without limitation of user access and compliance with Performance Standards.	Liquidated Damages: $500.00 per business day if the required number of concurrent users is not supported by Contractor's Solution.
SLA39	Contractor shall perform patching and corrections to mitigate security vulnerabilities of a critical nature within CMS Certification Repository. The Department will determine the level of criticality in consultation with the Contractor.	Liquidated Damages: $5,000.00 per occurrence if the patch or correction is not Implemented within the Performance Standard timeframe.
SLA40	Contractor will obtain approval by the Department for any publicity concerning the Contract, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor.	Liquidated Damages: $5,000 per public notice in which the Department's applicable statement was not used or the Department did not approve of the public notice.
SLA41	Contractor shall provide accurate responses to all Department Change Requests for Enhancements including proposed Solution and pool hours/cost within 10 calendar days for low complexity projects, 20 calendar days for medium complexity projects or 30 calendar days for high complexity projects, from submission of a Department Change Request for an Enhancement. The Department will determine the level of complexity in consultation with Contractor and may extend Contractor response timeframes at its discretion.	Liquidated damages: $200 per business day for each day an acceptable Change Request for an Enhancement is not timely received by the Department from Contractor. "Acceptable" means that the Change Request for an Enhancement from Contractor includes Contractor's proposed Solution and associated pool hours/costs to comply with request made by the Department.

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Exhibit G, Attachment 4 - Performance Standards and Liquidated Damages

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANGEMENT

ID #	Req. Language	Liquidated Damages
SLA42	Contractor must receive Implementation Acceptance from the Department for each scheduled Implementation no later than the Acceptance Date in the Work Plan.	Liquidated Damage: Department shall assess liquidated damages as noted below for each business day from the Acceptance Date in the Work Plan until the required scope for the Implementation is Operational in accordance with its applicable Specifications and receives Acceptance from the Department: $1000 per business day for the first 10 Business Days $2000 per Business Day for the next five Business Days $3000 per Business Day for the next five Business Days $4000 per Business Day for each Business Day thereafter
SLA43	Contractor shall notify the Department within the time period described in the Business Associates Agreement following the identification of an actual Security Incident, including any physical or system breach, any attack, or the introduction of any disabling device, related to the System. Contractor shall take corrective action to mitigate the actual major or minor Security Incident within two hours following the identification of an actual Security Incident.	Liquidated damages: $2,500 per Security Incident per day in which the Department is not notified by Contractor of an incident within the time period described in the Business Associates Agreement for identification or Contractor fails to take corrective action mitigation of the potential or actual Security Incident within two hours following the identification of each incident.
SLA44	Contractor shall provide a written report and assessment to the Department within 24 hours following the identification of a confirmed Security Incident detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).	Liquidated Damages: $1,000.00 per Security Incident per business day in which Contractor fails to provide the Department with a detailed Security Incident report.
SLA45	Contractor shall ensure that the Agency-defined data extract is supplied accurately to the System Integrator. The Contractor shall supply the response file(s) in the format requested by the Agency by the date and time agreed upon.	Liquidated Damages: $1000.00 per twenty-four (24) hours after the minimum weekly transfer window has passed where the Data Warehouse is not in receipt of an uncorrupted, readable extract.
SLA46	Contractor shall staff the Call Center toll-free phone lines 24 hours a day, seven (7) days per week, 365 days per year. The Contractor shall generate a report which includes, at a minimum, the time and date stamp phone lines were open and when phone lines were not in operation.	Liquidated Damages: $100.00 per hour-that the Call Center is not operational.
SLA47	For inquiries that cannot be resolved during the initial contact, the Contractor shall provide a researched response or accurate resolution within two (2) business days of the initial inquiry. Written inquiries include email, fax, and traditional mail. The Contractor must track and report the request date against the response date.	Liquidated Damages:$100.00 per business day per inquiry that is not responded to within two (2) business days.
SLA48	Contractor shall ensure the total number of busy signals, disconnected calls, and abandoned calls measured against the total inbound calls shall not exceed five percent (5%) per month. The Contractor shall generate a report to track all inbound calls against answered calls, including abandonment rate, hold time before initial answer, time placed on hold after call is answered, average talk time, and speed to answer--at a minimum, based on combined member, pharmacy and prescriber calls.	Liquidated Damages: $250.00 per day where busy signals, disconnected calls, and abandoned calls exceeds five percent (5%) of total inbound calls.
SLA49	Contractor shall be able to pull specific phone call recordings (inbound and outbound calls) when given the date and time, and provide them to the Department upon request.	Liquidated Damages: $100.00 per occurrence if not able to produce specific recorded calls.
SLA50	Contractor shall ensure member and provider questions and concerns are resolved seventy-five percent (75%) of the time upon first contact with the Call Center, 95% of all issues resolved within 24 hours, and 99% of issues resolved within 30 days. The Contractor shall supply the metrics to the Agency, monthly (at a minimum) by the 7th day of the month to demonstrate first call resolution.	Liquidated Damages: $150.00 per day below seventy-five (75%) call resolution when a minimum of 100 total inbound calls are received in the month.
SLA51	Contractor's Call Center staff will document, in the call center system, all the information they provide to callers during first contact, and any subsequent follow-ups, one hundred percent (100%) of the time.	Liquidated Damages: $100.00 per percentage below one hundred percent (100%).

Contractor Initials: Initial EN

Date: 7/28/2026

Exhibit G, Attachment 4 - Performance Standards and Liquidated Damages

RFP-2025-DMS-03-MESPB-01 (DoIT #2024-044)

PHARMACY BENEFIT MANGEMENT

ID #	Req. Language	Liquidated Damages
SLA52	Contractor shall offer survey to no less than every 10th caller to rate the quality, timeliness, and other service delivery elements carried out by the Call Center. Callers shall report Call Center satisfaction at or above eighty percent (80%). The Contractor shall combine caller satisfaction scores to determine the average satisfaction percentage score. Score and surveys will be provided to the Agency, monthly.	Liquidated Damages: $500.00 per month below eighty percent (80%) satisfaction.
SLA53	Contractor will have forty-five (45) calendar days to fill an appropriate staff position or key staff position with a permanent resource even when a qualified substitute is in place. The Contractor shall notify the Agency when management and key positions are vacated, subsequently filled by a qualified replacement, and finally filled by qualified permanent staff.	Liquidated Damages: $200.00 liquidated damages per week after forty-five (45) calendar days where a key position remains vacant.
SLA54	Contractor's performance monitoring dashboard must have Availability 99% of the time, 24 hours a day, seven days a week, excluding Department approved planned Downtime. Availability is calculated as follows: Availability percentage = unplanned Downtime (Total Downtime-approved Downtime) divided by Total time (24X7). Contractor must provide access to the dashboard to authorized State personnel.	Liquidated Damages: Department will assess as specified below, per hour for each hour, or portion thereof, if the performance monitoring dashboard fails to meet the 99% Availability Performance Standard. $1,000/hour 0 to 24 hours beyond the Performance Standard $2,000/hour 24 to 48 hours beyond the Performance Standard $3,000/hour > 48 hours beyond the Performance Standard
SLA55	Annually, 95% of medication insurance denials are correctly paid by NH ADAP at the NH Medicaid rate to ensure that NH ADAP covers the full price of medications (includes all medications except for those on the NH CARE Program exclusion list).	Liquidated Damages: $500.00 per month below ninety five (95%) accuracy.
SLA56	Annually, 95% of claims are correctly applied to NH ADAP (no other insurance or coverage was available at the prescription fill date), to ensure that NH ADAP funds are utilized only when all other insurance options have been exhausted.	Liquidated Damages: $500.00 per month below ninety five (95%) accuracy.

Contractor Initials: Initial EN

Date: 7/28/2026

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 PRIME THERAPEUTICS STATE GOVERNMENT SOLUTIONS LLC is a Virginia Limited Liability Company registered to transact business in New Hampshire on November 05, 2004. 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: **375715**
Certificate Number: **0007951648**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of June A.D. 2026.

David M. Scanlan
Secretary of State

Delegation of Authority Letter

By means of this letter, I Kenneth Bodmer, Senior Vice President ("SVP") and Chief Financial Officer ("CFO") of Prime Therapeutics LLC, acknowledging that the ultimate responsibility for this delegation remains with me, hereby delegate the authority described below to the Senior Vice President – State Public Sector ("SVP"), on the following terms and conditions:

1. The authority to enter into Client Agreements and offer proposals for Medicaid Fee for Service and other State Government Solutions clients, also known internally as State Public Sector clients, whether through Prime Therapeutics State Government Solutions LLC, Prime Therapeutics Management LLC, or another Prime subsidiary.

2. The effective date of this delegation is July 20, 2026, and shall expired August 20, 2026 or until revoked by delegating official or his/her successor.

3. The authority delegated is not subject to sub-delegation without my prior express written consent.

Delegating Official:

Kenneth Bodmer, SVP and CFO
Date: 07/22/2026

Acknowledged and agreed:

Delegate:

Ellen Nelson, SVP – State Public Sector
Date: 7/20/2026

General Counsel:

Mike Kolar
Date: 7/22/2026

Chief Financial Officer:

Kenneth Bodmer
Date: 07/22/2026

cc: Delegator
General Counsel (copy to be transmitted within three business days after execution)
Controller (copy to be transmitted within three business days after execution)

Docusign Envelope ID: 352AC258-6225-87CB-834E-5E480683847C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/09/2026

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 USA LLC. 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661	**CONTACT NAME:** Marsh | Business & Client Services **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** Chicago.CertRequest@marsh.com
INSURED Prime Therapeutics LLC 2900 Ames Crossing Road, Suite 200 Eagan, MN 55121	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** ACE American Insurance Company — 22667 **INSURER D :** The Continental Insurance Company — 35289 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-010199360-13 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		3609-05-46	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		7364-79-48	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 0			5672-62-16	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71843731	01/01/2026	01/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	EXCESS LIABILITY			8018316887	01/01/2026	01/01/2027	PER OCCURRENCE AGGREGATE	5,000,000 6,000,000

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

RE: Insured: Prime Therapeutics State Government Solutions, LLC.

The holder is named as an additional insured as respects to general and automobile liability policies where required by written contract or written agreement, subject to the policy(s) terms and conditions.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services, 129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC