



Lori A. Shibinette
Commissioner

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 26, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** contract with Interactive Voice Applications (172579 B001), Dallas, Texas in the amount of \$585,000 for online email-based Random Moment Sample Service and upgrades, training, and support, as specified, for the CapPLUS platform, to continue to enable the State to properly allocate costs across benefitting programs, in accordance with Uniform Guidance and the federally approved Public Assistance Cost Allocation Plan, with the option to renew for up to four additional years, effective upon Governor and Council approval through June 30, 2025. 34% Federal Funds, 66% General Funds

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Years 2022 through 2025, 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.

10-05-095-950010-5676 HEALTH AND SOCIAL SERVICES; HHS: OFFICE OF THE COMMISSIONER; OFFICE OF THE COMMISSIONER; OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	95063304	\$205,000
2021	102-500731	Contracts for Prog Svc	TBD	\$0
			Subtotal	\$205,000

01-03-03-030010-76950000 General Government, Information Technology Department Of, IT For DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	038-509038	Technology Software	03950121	\$0
2021	038-509038	Technology Software	03950121	\$0
2022	038-509038	Technology Software	03950121	\$95,000
2023	038-509038	Technology Software	03950121	\$95,000
2024	038-509038	Technology Software	03950121	\$95,000

2024	038-509038	Technology Software	03950121	\$95,000
2025	038-509038	Technology Software	03950121	\$95,000
			Subtotal	\$380,000
			Total	\$585,000

EXPLANATION

This request is **Sole Source** because the vendor is uniquely qualified to provide maintenance and support.

This new sole source contract seeks to continue the ongoing support, maintenance, and hosting services for the both Random Moment Sample software, as well as the cost allocation software necessary to identify and allocate Department costs across benefitting programs, accurately bill, and annually draw over \$1 billion in federal revenue. DHHS is federally required to maintain a Public Assistance Cost Allocation Plan, and this software is a key component in ensuring DHHS meets its federal requirements. DHHS has maintained a relationship with the Contractor, beginning in 2007, because the applications work well, and it is currently less expensive to purchase upgrades, and ongoing support, maintenance, and hosting services for both the Random Moment Sample (RMS) services, and CapPlus cost allocation software than it would be to re-procure with a different company.

In 2019, DHHS issued a Request for Information (RFI-2019-OOF-CAPSA) to obtain information regarding capabilities and potential costs of purchasing a different cost allocation system. The Department received seven responses. DHHS asked for live demonstrations from three of the seven vendors, one of which was the current Contractor. Based on those demonstrations, the most cost effective option is to enter into a new sole source contract with the current Contractor. The cost estimates for setup and migration ranged from approximately \$100,000 to over \$500,000. Ongoing operations costs varied dramatically. Only one of the potential vendors was able to confirm that the software they were promoting was able to interface with our RMS system, or offer a suitable substitute that could. DHHS will have a considerable cost savings over purchasing a new product by retaining our current vendor (IVA) for both RMS and CapPLUS by leveraging features of the CapPLUS software that are not currently in use. Some of these features include interfacing with RMS, and several types of report preparation.

The requested action will enable the purchase and set-up of the enhanced functions of the hosted software, CapPLUS. The CapPLUS software will enable DHHS, through the Federal Reporting Unit, to bill and receive in excess of \$1 billion annually from federally funded projects. This software, in unison with the Random Moment Sampling service provided by IVA, will identify and accurately provide cost allocations for DHHS billing. The goal of the IVA Cap PLUS Cost Allocation Solution is continual improvement of the administrative efficiency of processing the Department of Health and Human Services' Public Assistance Cost Allocation Plan. In addition, the project seeks to enhance the capability of DHHS to claim federal funds and ensure continued compliance with federal regulations.

As referenced in Part 2, Section 2, Contract Term, Subsection 2.2, of the attached contract, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Should the Governor and Council not authorize this request, the Department faces a diminished efficiency in the administration and processing of the Department's Public Assistance Cost Allocation Plan, while also decreasing the capability of DHHS to claim federal funds and ensure continued compliance with federal regulations.


Area served: Statewide

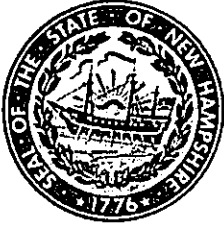
Source of Funds: 34% Federal Funds, 66% General Funds

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,


for Lori A. Shibinette
Commissioner

 for
Denis Goulet, Commissioner
Department of Information Technology



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 12, 2020

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

Dear Commissioner Shibinette:


This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into contract with Interactive Voice Applications, Inc., as described below and referenced as DoIT No. 2020-088.

This is a request for approval to enter into a sole source contract with Interactive Voice Applications, Inc. to provide support, maintenance, and hosting services for both the Random Moment Sample(RMS) software and CapPlus cost allocation software. Additionally, the vendor will implement the TimesheetPlus module, which will complete a review of data capture and process surrounding random moment samples and a cost plan. The CapPLUS software will enable DHHS, through the Federal Reporting Unit, to bill and receive in excess of \$1 billion annually from federally funded projects. This software, in unison with the Random Moment Sampling service will identify and accurately provide cost allocations for DHHS billing.

The amount of the contract is \$585,000 and shall become effective upon the date of Governor and Executive Council approval through June 30, 2025.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

 for
Denis Goulet

DG/kaf/ck
RID # 51486
DoIT #2020-088

cc: Michael Williams, DoIT - IT Lead Manager

Subject: Online Email Based Random Moment Sample, CapPLUS & TimesheetPLUS Cost Allocation Services (SS-2020-OCOM-03-ONLIN)

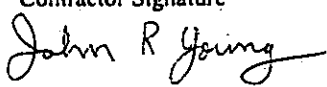

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Interactive Voice Applications, Inc.		1.4 Contractor Address 5952 Royal Lane Suite 201, Dallas, TX 75230	
1.5 Contractor Phone Number (817) 609-8116	1.6 Account Number 01-03-03-030010-76950000-038-509038	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$585,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 5/14/2020		1.12 Name and Title of Contractor Signatory John R. Young, President	
1.13 State Agency Signature  Date: 5/14/2020		1.14 Name and Title of State Agency Signatory Kerrin A. Rounds CFO	
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: /s/ Christen Lavers On: 5/21/20			
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 as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

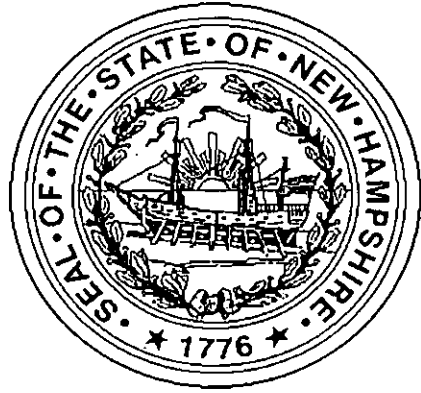
20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



STATE OF NEW HAMPSHIRE

Office of the Commissioner:

SS-2020-OCOM-03-ONLIN:

**OCOM - Online Email Based Random Moment Sample,
CapPLUS & TimesheetPLUS Cost Allocation Services
PART 2**

INFORMATION TECHNOLOGY PROVISIONS

**Department of Health and Human Services Online Email Based Random Moment Sample, CapPLUS &
TimesheetPLUS Cost Allocation Services
OCOM – SS-2020-OCOM-03-ONLIN (2020-088)
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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State of NH Contract

Date: 5/14/2020

Contractor’s Initials

DRY

**Department of Health and Human Services Online Email Based Random Moment Sample, CapPLUS &
 TimesheetPLUS Cost Allocation Services**
OCOM – SS-2020-OCOM-03-ONLIN (2020-088)
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State of NH Contract
 Date: 5/14/2020
 Contractor's Initials *JRY*

**Department of Health and Human Services Online Email Based Random Moment Sample, CapPLUS &
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Remainder of this page intentionally left blank

State of NH Contract
Date: 5/14/2020
Contractor's Initials *DRY*

Department of Health and Human Services Online Email Based Random Moment Sample, CapPLUS & TimesheetPLUS Cost Allocation Services

OCOM – SS-2020-OCOM-03-ONLIN (2020-088)

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Agreement	A Contract duly executed and legally binding.
Attachment	Supplementary material that is collected and appended at the back of a document.
Authorized Persons / Users	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
Breach of Security or Breach	<p>Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.</p> <p>"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. Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.</p>

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Business Hours	The Vendor's personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. ET, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Request/Order or CR	Formal documentation prepared for a proposed changed within the specifications or scope of work requested and approved by both parties that becomes effective only when signed by an authorized representative of both parties:
Commercial Off the Shelf Software (COTS)	Commercial off-the-shelf (COTS) is a term that references a non-developmental computer software.
Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
Computer Security Incident	"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.

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<p>Confidential Information</p>	<p>Information required to be kept Confidential from unauthorized disclosure under the Contract. "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, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
<p>Contract</p>	<p>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.</p>
<p>Contract Agreement</p>	<p>Part 1, 2, and 3. The Documentation consisting of the P-37, IT General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.</p>
<p>Contract Conclusion</p>	<p>Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.</p>
<p>Contract Documents</p>	<p>Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)</p>

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Contract Manager(s)	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: Price Limitation, as well as Part 3, Exhibit B – Paragraph 2: Contract Price.
Contractor/Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Custom Code	Code developed by the Contractor specifically for this Project for the State of New Hampshire.
Data	State’s records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State’s unencrypted Non-Public Data.
Deficiency (-ies)/Defects	A failure, Deficiency or Defect 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, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State

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Department of Information Technology (DoIT)	The Department of Information Technology established under RSA chapter 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	The process of converting data to an unrecognizable or "encrypted" form. It is commonly used to protect sensitive information so that only authorized parties can view it. This includes files and storage devices, as well as data transferred over wireless networks and the Internet.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of Enhancements.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder ("Event of Default"): <ul style="list-style-type: none"> a. failure to perform the Services satisfactorily or on Schedule; b. failure to submit any report required; and/or c. failure to perform any other covenant, term or condition of the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Governor and the Executive Council	The New Hampshire Governor and the Executive Council.
Hosting Services	The installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of the State and exclusively for the benefit of permitted users of the Software.

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Hosting System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting 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.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Intent to Negotiate	The purpose of the letter of intent is to ensure there is a “meeting of the minds” on price and key terms before the parties expend significant resources and legal fees in pursuing a procurement.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Vendor as essential to work on the Project.
License	Rights to use the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides.
Licensee	The State of New Hampshire
Maintenance Release	Is a release of a product that does not add new features or content.
National Institute of Standards and Technology (NIST)	A unit of the U.S. Commerce Department. Formerly known as the National Bureau of Standards, NIST promotes and maintains measurement standards. It also has active programs for encouraging and assisting industry and science to develop and use these standards.

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Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Data	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
Not to Exceed (NTE)	The commitment by the vendor that the value of an interim estimate (plus contingency allowances) will not exceed the amount of the firm proposal and estimates to be submitted at a later date. A NTE value, however, downward depending on the changes in the scope of work or in the associated specifications.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A file format for storing digital data, defined by a published specification usually maintained by a standards organization, and which can be used and implemented by anyone.
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.
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in RSA chapter 21-R:10 and RSA chapter 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.

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Operational	Operational means that the System is operating 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.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Parties	The Contractor and the State of New Hampshire collectively.
Personal Data	“Personally Identifiable Information” (or “PII”) 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 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.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Holdback	Portion of payment to a contractor withheld by the State of New Hampshire until a deliverable finished to the agencies satisfaction.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Manager(s)	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.

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Project Team	The group of State employees and Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All Custom, SAAS and COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and 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.

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Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor.
Specifications	The written Specifications 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.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Confidential Information	State Data and information and Confidentiality regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A: Access to Government Records and Meetings.

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State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA chapter 91-A: Access to Governmental Records and Meetings.
State's Project Manager (PM)	State's representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
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.
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.
System Maintenance	The various forms of computer or server maintenance required to keep a computer system running properly.
Technical Authorization	Direction to a Vendor which fills in details, clarifies, interprets, or specifies technical requirements.
Term	Period of the Contract from the Effective Date through Contract Conclusion or termination.

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Transition Services	Services and support provided when the Vendor is supporting system changes.
Vendor/ Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the producer or vendor will repair, replace, or other 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.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Release	Code release that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work For Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.
Work Hours	Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m., eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided upon request.

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<p>Work Plan</p>	<p>The overall plan of 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 C: System Requirements and Deliverables. The Work Plan shall 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.</p>
<p>Written Deliverables</p>	<p>Non-Software Written Deliverable documentation (letter, report, manual, book, other) provided by the Contracted Vendor either in paper or electronic format.</p>

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Department of Health and Human Services (“State”), and Interactive Voice Applications, Inc., a Texas Corporation, (“Contractor”), having its principal place of business at 5952 Royal Lane Suite 201, Dallas, TX 75230.

The Contractor shall provide an online email-based Random Moment Sample Service. The Contractor shall further provide upgrades, training, and support, as specified, for the CapPLUS platform, to continue to enable the State to properly allocate costs across benefitting programs, in accordance with Uniform Guidance and the federally approved Public Assistance Cost Allocation Plan.

RECITALS

Whereas the State desires to have the Contractor provide an online email-based Random Moment Sample Service and a hosted Cost Allocation platform, and associated Services for the State;

Whereas the Contractor wishes to provide: an online email-based Random Moment Sample Services and a hosted Cost Allocation platform, to the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. Contract Documents

This Contract Agreement SS-2020-OCOM-03-ONLIN (2020-088) is comprised of the following documents:

- A. Part 1 – Form P-37 General Provision
- B. Part 2 – Information Technology Provisions
- C. Part 3 – Exhibits

Exhibit A – Special Provisions

Exhibit B – Scope of Services

Exhibit C – Price and Payment Schedule

Exhibit D – Administrative Services - (Not Applicable)

Exhibit E – Implementation Services - (Not Applicable)

Exhibit F – Testing Services - (Not Applicable)

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- Exhibit G – Maintenance and Support Services - (Not Applicable)
- Exhibit H – Requirements
- Exhibit I – Work Plan - (Not Applicable)
- Exhibit J – Software Agreement
- Exhibit K – Warranty and Warranty Services
- Exhibit L – Training Services - (Not Applicable)
- Exhibit M – Agency RFP with Addendums, by reference - (Not Applicable)
- Exhibit N – Vendor Quote, by reference
- Exhibit O – Certificates and Attachments

1.2. Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Health and Human Services Contract Agreement SS-2020-OCOM-03-ONLIN (2020-088), including Parts 1, 2, and 3.
- ii. State of New Hampshire, Department of Health and Human Services SS-2020-OCOM-03-ONLIN, Online Email Based Random Moment Sample Service.

2. CONTRACT TERM

- 2.1. The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval.
- 2.2. The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Term may be extended up to Four (4) years, at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term, up to but not beyond June 30, 2025, under the same terms and conditions, subject to approval of the Governor and Executive Council.
- 2.3. The Contractor shall commence work upon issuance of a Notice to Proceed by the State.
- 2.4. The State does not require the Contractor to commence work prior to the Effective Date; however, if the Contractor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the

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Contractor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

2.5. Time is of the essence in the performance of the Contractor's obligation under the Contract.

3. COMPENSATION

3.1. Contract Price

The Contract Price is identified in, Part 1, P-37 General Provisions - Block 1.8: Price Limitation. Method of payment and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: Contract Price/Price Limitation/Payment, and Part 3 – Exhibit C: Price and Payment Schedule.

3.2. 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 procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other Contractors, except that the Contractor shall be responsible for any delay, act, or omission of the other Vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for managing the Project to its successful completion.

4.1. Contractor's Contract Manager

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

John. R Young, President
P.O. Box 670991
Dallas, Texas 25367
Tel: 817-609-8116

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john@ivacsp.com

4.2. Contractor's Project Manager

- 4.2.1. The Contractor shall assign a Project Manager who meets the requirements of the Contract. 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 Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.
- 4.2.2. The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager must be available to promptly respond during normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Part 2 – Information Technology Provisions, Section 4.2: Contract Project Manager, and in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.
- 4.2.4. Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a Contractor Project Manager meeting the requirements and terms of the Contract.
- 4.2.5. Contractor Project Manager is:

John R. Young, President
P.O. Box 670991

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Dallas, Texas, 25367

817-609-8116

john@ivacsp.com

4.3. Contractor's Key Project Staff

- 4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in this contract. System Requirements and Deliverables-Vendor Response Checklist. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Part 2 – Information Technology Provisions, Section 4.6: Background Checks.
- 4.3.2. The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables and be subject to reference and background checks described in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks.
- 4.3.3. Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor's replacement Project staff.

4.3.3.1. The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

John. R. Young President

Matthew Engeldinger Senior Project Consultant

4.4. State Contract Manager

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

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Hannah Glines, Financial Reporting Administrator II
129 Pleasant Street
Concord, NH 03301
603-271-9043
hannah.glines@dhhs.nh.gov

4.5. State Project Manager

4.5.1. The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Request; and
- g. Managing stakeholders' concerns.

4.5.2. The State Project Manager is:

Christine Ferwerda, Administrator III, SNH DHHS
129 Pleasant Street
Concord, NH 03301
603-271-9696
Christine.ferwerda@dhhs.nh.gov

4.6. Reference and Background Checks

4.6.1. The Contractor shall conduct criminal background checks and not utilize any staff, including Subcontractors, 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 shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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4.6.2. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2 – Information Technology Provisions, Section 11: Use of State’s Information, and Confidentiality.

5. DELIVERABLES

5.1. The Contractor’s Responsibilities

5.1.1. The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

5.1.2. The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2. Deliverables and Services

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 – Exhibit B: Scope of Services. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.3. Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Part 3 – Exhibit B: Scope of Services. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State’s receipt of the Contractor’s written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor’s correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected

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Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, 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 pursue its remedies at law and in equity.

5.4. Software Review and Acceptance - (Not Applicable)

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Part 3 – Exhibit F: Testing Services.

6. SOFTWARE - (Not Applicable)

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described in Part 3 – Exhibit J: Software Agreement.

7. SERVICES

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1. Administrative Services

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Part 3 – Exhibit D: Administrative Services.

7.2. Implementation Services - (Not Applicable)

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Part 3 – Exhibit E: Implementation Services.

7.3. Testing Services - (Not Applicable)

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 – Exhibit F: Testing Services.

7.4. Maintenance and Support Services - (Not Applicable)

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Part 3 – Exhibit G: System Maintenance and Support.

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7.5. Warranty Services

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Part 3 – Exhibit K: Warranty & Warranty Services.

7.6. Training Services - (Not Applicable)

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Part 3 – Exhibit L: Training Services.

8. WORK PLAN DELIVERABLES

- 8.1. The Contractor shall provide the State with a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.
- 8.2. The Contractor shall update the State, no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.
- 8.3. Unless otherwise agreed in writing by the State, changes shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.
- 8.4. In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.
- 8.5. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.
- 8.6. Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Services.

9. CHANGE ORDERS

- 9.1. The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contractor's receipt of a Change Order,

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the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

- 9.2. The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must 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.
- 9.3. All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1. Software Title - (Not Applicable)

10.1.1. Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

10.1.2. In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to, Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

10.2. States Data and Property

All rights, title and interest in State Data shall remain with the State. 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 Contractor shall not access State user accounts or State data, except:

- a. in the course of Data center operations;

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- b. in response to service or technical issues;
- c. as required by the express terms of this Contract; or
- d. at the State's written request.

10.3. Contractor's Materials

10.3.1. Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

10.3.2. Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4. State Website Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, including copyright to all Data and information, shall remain with the State. The State 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's copyright.

10.5. Custom Software Source Code - (Not Applicable)

In the event that the State purchases Software development Service, which results in Custom Software, the Contractor shall provide the State with a copy of the source code

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for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, and non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed Software. This section does not apply to the Contractor’s proprietary Software code.

10.6. Survival

This Contract Agreement Part 2 – Information Technology Provisions, Section 10: Intellectual Property shall survive the termination of the Contract.

11. USE OF STATE’S INFORMATION AND CONFIDENTIALITY

11.1. Use of State’s Information

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

11.2. State Confidential Information

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

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof;
- b. 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;

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- c. is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or
 - d. is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.
- 11.2.3. Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 11.2.4. In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3. Contractor Confidential Information

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

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11.4. Survival

This Contract Agreement – Part 2 -- Information Technology Provisions, Section 11, Use of State's Information, and Confidentiality, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1. State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*.

12.2. States Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

12.3. Survival

This Contract Agreement Part 2 – Information Technology Provisions, Section 12: Limitation of Liability shall survive termination or Contract Conclusion.

13. TERMINATION

13.1. Termination for Default

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

- a. Failure to perform the Services satisfactorily or on Schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract.

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

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- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both.
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract 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.
- c. 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.
- d. Treat the Contract as Breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2. The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.2. Termination for Convenience

13.2.1. The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Part 3 – Exhibit C: Price and Payment Schedule, of the Contract.

State of NH Contract

Date: 5/14/2020

Contractor's Initials *DRY*

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13.2.2. During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3. Termination for Conflict of Interest

13.3.1. The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

13.3.1.1. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other Contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

13.3.2. In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

13.4. Termination Procedure

13.4.1. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the 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.

13.4.2. After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of the SLA;
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) 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

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or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

- d. 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 the Contractor and in which the State has an interest;
- e. During any period of Service suspension, the Contractor shall not take any action to intentionally erase any State Data;
 - i. In the event of termination of any Service or Agreement in entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:
 - 10 days after the Effective Date of termination, if the termination is in accordance with the Contract period.
 - 30 days after the Effective Date of termination, if the termination is for convenience.
 - 60 days after the Effective Date of termination, if the termination is for cause.
- f. 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;
- g. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and
- h. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.4.3. After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its Systems or otherwise in its possession or under its control:

- a. 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;
- b. The Contractor shall implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data;
- c. The Contractor shall securely dispose of all requested Data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested

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by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and

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

13.5. Survival

This Contract Agreement – Part 2 – Information Technology Provisions, Section 13: Termination shall survive termination or Contract Conclusion.

14. CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACTS

- 15.1. The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an Event of Default at the sole discretion of the State.
- 15.2. The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any Event of Default of the provisions of the Contract. The State shall consider the Contractor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.
- 15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change

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ownership, as permitted under Part 2 – Information Technology Provisions, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

- 16.1. 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.
- 16.2. 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 in Table 16 in which to attempt to resolve the dispute.
- 16.3. 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.

TABLE 16: Dispute Resolution Responsibility and Schedule Table			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	John R. Young President	Christine Ferwerda State Project Manager	Five (5) Business Days
First	John R. Young President	Hannah Glines State Contract Manager	Ten (10) Business Days
Second	John R. Young President	David Wieters	Fifteen (15) Business Days

17. DOIT GENERAL TERMS AND CONDITIONS

17.1. Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed Software, Software maintained or operated by any of the State

State of NH Contract

Date: 5/14/2020

Contractor’s Initials *JRY*

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entities, Systems, equipment, Documentation, information, reports, or Data of any kind (hereinafter “Information”), the Contractor understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and 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 the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or Agreements relating to System entry/access.
- d. That all Software Licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor 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. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment.
- e. That if the Contractor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.2. Email Use

Mail and other electronic communication messaging Systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as “internal Email Systems” or “State-funded Email Systems”. The Contractor understand and agree that use of email shall follow State standard policy (available upon request).

17.3. Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

17.4. Regulatory Government Approvals

The Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

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18. GENERAL CONTRACT REQUIREMENTS

18.1. Insurance certificate

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, and name of the individual responsible for the funding of the Contracts and his/her address.

18.2. Exhibits

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

18.3. Venue and Jurisdiction

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

18.4. Survival

The terms, conditions and Warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, Confidential Information; Part 1, P-37 General Provisions – Section 7: Personnel; Part 1, P-37 General Provisions – Section 13: Indemnification; Part 2 – Information Technology Provisions, Section 10: Intellectual Property; Part 2 – Information Technology Provisions , Section 11: Use of State's Information and Confidentiality; Part 2 – Information Technology Provisions , Section 12: Limitation of Liability; Part 2 – Information Technology Provisions , Section 13: Termination; and Part 3 – Exhibit K: Section 2: Warranty Period which shall all survive the termination of the Contract.

18.5. Force Majeure

18.5.1. Neither the 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.

18.5.2. 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.

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18.6. Notices

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 following addresses.

TABLE 18.6: Notices	
CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT
John R. Young	Department of Health and Human Services
P.O. Box 670991	129 Pleasant Street
Dallas, TX 25367	Concord, NH 03301
(817) 609-8117	603-271-9043
John@IVACSP.com	hannah.glines@dhhs.nh.gov

19. DATA PROTECTION

19.1. Data Protection

Protection of personal privacy and Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the Confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All Data obtained by the Contractor in the performance of this Contract shall become and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for Encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The State shall identify Data it deems as Non-Public Data to the

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Contractor. The level of protection and Encryption for all Non-Public Data shall be identified and made a part of this Contract.

- d. At no time shall any Data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the Service issued from this Proposal for any purpose other than fulfilling the Service.

19.2. Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

19.3. Security Incident or Data Breach

The Contractor shall inform the State of any Security Incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

- a. Incident Response: the Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
- b. Security Incident Reporting Requirements: the Contractor shall report a Security Incident to the appropriate State Identified Contact immediately if it reasonably believes there has been a security incident.
- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any State content that is subject to applicable Data Breach notification law, the Contractor shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

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19.4. Breach Responsibilities

This section only applies when a Data Breach occurs with respect to personal Data within the possession or control of the Contractor.

- 19.4.1.** The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State Identified Contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a Security Incident.
- 19.4.2.** The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. the Contractor shall:
- a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach,
 - b. promptly implement necessary remedial measures, if necessary, and
 - c. Document responsive actions taken related to the Data Breach, including any post-incident Review of events and actions taken to make changes in business practices in providing the Service, if necessary.
- 19.4.3.** Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's Breach of its Contract obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with:
- a. The investigation and resolution of the Data Breach;
 - b. Notifications to individuals, regulators or others required by State law;
 - c. A credit monitoring Service required by State (or federal) law;
 - d. A website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - e. Complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a.) through (d.)] subject to this Contract's limitation of liability.

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19.5. Notification of Legal Requests

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to the Data of the State. The Contractor shall not respond to subpoenas, Service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

19.6. Access to Security Logs and Reports

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

19.7. Contract Audit

The Contractor shall 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.

19.8. Data Center Audit

The Contractor shall perform an independent audit of its Data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

19.9. Advance Notice

The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, System changes) that may impact Service availability and performance. A major upgrade is a replacement of hardware, Software or firmware with a newer or better version in order to bring the System up to date or to improve its characteristics. It usually includes a new version number.

19.10. Security

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

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19.11. Non-Disclosure and Separation of Duties

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure Agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

19.12. Import and Export of Data - (Not Applicable)

The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export Data to/from other Service providers.

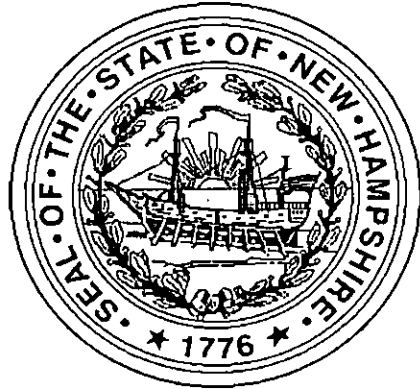
19.13. Responsivities and Uptime Guarantee - (Not Applicable)

The Contractor shall be responsible for the acquisition and operation of all hardware, Software and network support related to the Services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The System shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide Service to customers as defined in the SLA.

19.14. Right to Remove Individuals

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

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STATE OF NEW HAMPSHIRE

Office of the Commissioner:

SS-2020-OCOM-03-ONLIN:

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PART 3

INFORMATION TECHNOLOGY EXHIBITS

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EXHIBIT A – SPECIAL PROVISIONS

1. SPECIAL PROVISIONS

There are no changes to the terms outlined in the P-37 General Provisions.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT B – SCOPE OF SERVICES

Problem Statement - The Department of Health and Human Services is required to comply with federal regulations for cost claiming including the Office of Management and Budget 2 CRF Part 200-Super Circular.

Goals - The goals of the IVA CapPLUS Cost Allocation Solution is to improve the administrative efficiency of processing the Department of Health and Human Services' Public Assistance Cost Allocation Plan. In addition, the project seeks to enhance the capability of DHHS to claim federal funds and ensure continued compliance with federal regulations, in part by integrating the Random Moment-Sample platform with the CapPLUS platform.

Project Overview - The general scope of the project is to implement enhancements to and operate the CapPLUS Cost Allocation System, RMS System and TimesheetPLUS to support the Department of Health and Human Services' cost allocation plan.

1. STATEMENT OF WORK

Statement of Work The Contractor shall begin the Project with a complete review of all of the processes surrounding the data entry for the random moment samples and the processing of a cost plan. During meetings with Department of Health and Human Services personnel, each step involved in the preparation of the cost plan shall be reviewed and documented, specifically looking for areas where we can improve the process. Specific information will be gathered on: All the possible sources for importing the data which goes into the cost plan; Different manipulations which can/should be performed to the data; Other types of data which might be added to the cost plan to help with pre/post processes; New reports, including for the imported data plus any new types of data added to the cost plan; New methods for gathering the data; Assessment of how RMS functions can be integrated with CapPLUS Plan to shift from the DHHS Financial Allocation System (FAS) and Financial Allocation and Reporting System (FARS) to more effectively utilize the functionality of CapPLUS. Once the required functionality is determined, the vendor-hosted Random Moment Sample and CapPLUS Systems will be configured to satisfy the New Hampshire DHHS requirements. IVA will build the necessary reports, data imports, new data fields, and customize the RMS and CapPLUS web interfaces to the specific needs of DHHS. Output files from CapPLUS shall be in a .CSV file format. Data mapping for the CapPLUS files shall conform to the data structure for the DHHS Financial Allocation System (FAS), until a plan for a phase-out of FAS and FARS can be implemented. Test data shall be loaded for user-acceptance testing. IVA will then prepare and present on-site training on the newly configured RMS and CapPLUS implementations, with special attention to the interfacing of RMS to CapPLUS, as well as removing fractions of a cent within the allocations, and transitioning away from the use of Access-based reporting tools, specifically FARS and FAS.

Merging FAS and FARS Functionality into CapPLUS

The Contractor shall build the import of the expenditure data, either from the existing daily reports, or possibly directly from the accounting system (New Hampshire First). Building

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will include a set of rules and cross-reference table entries to map incoming expenditure data over the proper cost collectors in CapPLUS.

The Contractor shall merge in the functionality of FAS to process the expenditures using the already generated statistics.

The Contractor shall also add the funding source percentage splits to the intersection of the cost collectors and cost receivers to duplicate the capabilities of FARS.

Contractor shall ensure the reports (Schedule G) produce the same data that FAS and FARS do currently.

TimesheetPLUS

The Contractor shall ensure TimesheetPLUS is established so that Reporting and Analysis can be completed self-sufficient, adding new 100% time studies without involving IVA.

The Contractor shall make adjustments to the TimesheetPLUS administration in order to allow for Reporting and Analysis administrators on the process, areas include but are not limited to:

- a. Code Entry, descriptions and definitions
- b. Entry of employee names and email addresses
- c. Entry of supervisor names and email addresses
- d. Participation in Web training

The Contractor shall train Reporting and Analysis staff including but not limited to:

- a. Establishing other methods for CapPLUS and TimesheetPLUS.
- b. Sending out emails announcing the availability of the portal for each new monthly period.
- c. Monitoring the progress of the CapPLUS and TimesheetPLUS as the field managers enter their statistics and certify the results.
- d. Locking down the portal for specific periods when the data has been entered and certified.

The Contractor shall ensure, following the first two methods, Reporting and Analysis will have the ability to add other methods distributed data entry process without assistance.

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EXHIBIT B – SCOPE OF SERVICES

1.1. General Project Assumptions

- a. The Contractor will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used. Training Requirements are defined in CapPLUS Attachment 1-L, Training Services.
- b. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- c. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Part 3 - Exhibit H: *Requirements*. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data.
- d. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally 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.
- e. Pricing for Deliverables set forth in Part 3 - Exhibit C: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES

CapPLUS Conversion

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EXHIBIT B – SCOPE OF SERVICES

CapPlus Conversion

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1.	Conduct Project Kickoff Meeting: planning and design sessions. Review existing processed in FAS and FARS. Review import data and format. Story-board the import processes to bring in expenditure data. Review format and function for program splits in FARS and discuss implementation of process into CapPLUS	Non-Software	7/06/20
INSTALLATION			
2	Construct the imports, cross-reference tables, merging rules.	Written	08/07/20
3	Construct the program split structure, storage and interface as performed by FARS	Written	08/07/20
TESTING			
4	One month test import of data		08/14/20
5	Create Test Plan	Written	08/18/20
5	Process test plan	Written	08/21/20
SYSTEM DEPLOYMENT			
6	Reconcile processed test plan against FAS results	Written	08/28/20
7	Process and reconcile program funding splits against FARS data	Written	09/04/20
OPERATIONS:			
8	Continue processing plans in parallel in CapPLUS until all parties are comfortable with new process	Written	Monthly
9	Process Quarter end using CapPlus	Written	Ongoing
10	Ongoing support and maintenance	Software	Ongoing
11	Ongoing hosting support	Non-Software	Ongoing

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EXHIBIT B – SCOPE OF SERVICES

TimesheetPLUS Implementation

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
PLANNING AND PROJECT MANAGEMENT			
1	Kick-off meeting: review how TimesheetPLUS works and plan up to two 100%-time studies to be brought over. Meet with managers/participants of those groups to alert them as to what's coming. Plan for training sessions for the Department.	Non-software	07/06/20
INSTALLATION			
2	Configure TimesheetPLUS to allow full configuration and management capability for reporting and analysis.	Written	07/24/20
3	Configure initial two 100%-time studies in CapPLUS	Written	07/31/20
TESTING			
4	Department training on TimesheetPLUS for two new 100%-time studies.	Written	07/31/20
OPERATIONS			
5	Two 100%-time studies live in CapPLUS	Written	08/01/20
6	Process Quarter end using CapPlus	Written	Ongoing
7	Ongoing support and maintenance	Software	Ongoing
8	Ongoing hosting support	Non-Software	Ongoing

Random Moment Sampling

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
OPERATIONS			
1	Ongoing support and maintenance	Software	Ongoing
2	Ongoing hosting support	Non-Software	Ongoing

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EXHIBIT B – SCOPE OF SERVICES

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

I. PAYMENT SCHEDULE

1.1. Contract Type

This is a Fixed Firm Price Contract. The total Contract value is indicated in Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall 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:

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CapPLUS Conversion

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting: planning and design sessions. Review existing processes in FAS and FARS. Review import data and format. Story-board the import processes to bring in expenditure data. Review format and function for program splits in FARS and discuss implementation of process into CapPLUS	Non-Software	7/06/20	\$5,000
INSTALLATION				
2	Construct the imports, cross-reference tables, merging rules.	Written	08/07/20	\$10,000
3	Construct the program split structure, storage and interface as performed by FARS	Written	08/07/20	\$10,000
TESTING				
4	One month test import of data		08/14/20	\$5,000
5	Create Test Plan	Written	08/18/20	\$5,000
5	Process test plan	Written	08/21/20	\$5,000
SYSTEM DEPLOYMENT				
6	Reconcile processed test plan against FAS results	Written	08/28/20	\$5,000
7	Process and reconcile program funding splits against FARS data	Written	09/04/20	\$5,000
OPERATIONS				
8	Continue processing plans in parallel in CapPLUS until all parties are comfortable with new process	Written	Monthly	\$5,000
9	Process Quarter end using CapPlus	Written	Ongoing	\$5,000
10	Ongoing support and maintenance	Software	Ongoing	\$20,000/year
11	Ongoing hosting support	Non-Software	Ongoing	\$15,000/year

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TimesheetPLUS Implementation

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
PLANNING AND PROJECT MANAGEMENT				
1	Kick-off meeting: review how TimesheetPLUS works and plan up to two 100%-time studies to be brought over. Meet with managers/participants of those groups to alert them as to what's coming. Plan for training sessions for the Department.	Non-software	07/06/20	\$5,000
INSTALLATION				
2	Configure TimesheetPLUS to allow full configuration and management capability for reporting and analysis.	Written	07/24/20	\$20,000
3	Configure initial two 100%-time studies in CapPLUS	Written	07/31/20	\$10,000
TESTING				
4	Department training on TimesheetPLUS for two new 100%-time studies.	Written	07/31/20	\$5,000
OPERATIONS				
5	Two 100%-time studies live in CapPLUS	Written	08/01/20	\$5,000
6	Process Quarter end using CapPlus	Written	Ongoing	\$5,000
7	Ongoing support and maintenance	Software	Ongoing	\$15,000/year
8	Ongoing hosting support	Non-Software	Ongoing	\$15,000/year

Random Moment Sampling

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
OPERATIONS				
1	Ongoing support and maintenance	Software	Ongoing	\$15,000/year
2	Ongoing hosting support	Non-Software	Ongoing	\$15,000/year

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1.2. Proposed Vendor Staff, Resource Hours and Rates Worksheet

Use the Proposed Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others.

1.3. Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

The State and Contractor agree to the following rates in the event the contract is extended as described in Part 2 – Information Technology Provisions Section 2: *Contract Term*.

Position Title	SFY 2010	SFY 201X	SFY 201X	SFY 201X
Project Manager	\$200/hr	\$200/hr	\$225/hr	\$225/hr
Position #1	\$150/hr	\$150/hr	\$175/hr	\$175/hr
Position #2	\$100/hr	\$100/hr	\$125/hr	\$125/hr
Position #3	\$100/hr	\$100/hr	\$125/hr	\$125/hr

1.4. Services Pricing Worksheet

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic Implementation date. Actual payments may differ from the estimate if the project start date slips or if Implementation takes longer as this will cause a shorter maintenance period. Table should be customized to reflect the Project and the cost composing the Contractor's proposal.

SAAS SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Web Site Hosting Fee	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000

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Technical Support and updates	\$100,000	\$20,000	\$20,000	\$20,000	\$20,000	\$180,000
Maintenance and Updates	\$45,000	\$15,000	\$15,000	\$15,000	\$15,000	\$105,000
Licensing						
GRAND TOTAL	\$205,000	\$95,000	\$95,000	\$95,000	\$95,000	\$585,000

2. CONTRACT PRICE

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 Part 1, 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.

3. TRAVEL EXPENSES

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 reasonable 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.

4. SHIPPING AND DELIVERY FEE EXEMPTION

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

5. INVOICING

The Contractor shall 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, which shall not be unreasonably withheld. The Contractor shall 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.

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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.

6. INVOICE ADDRESS

Invoices may be sent to:
Department of Health and Human Services
Beth Kelly
129 Pleasant Street, RM 351
Concord, NH 03301

7. PAYMENT ADDRESS

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>

8. OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall 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.

9. CREDITS

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

10. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

11. LIQUIDATED DAMAGES

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1. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, 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. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

- 3.1. The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart.4.7: Contractor Records Retention.
- 3.2. The Contractor and its Subcontractors shall maintain 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. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. 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.
- 3.3. 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. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.
- 3.4. The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall

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be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

The Contractor shall 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 and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E – IMPLEMENTATION SERVICES - (Not Applicable)

1. PROJECT MANAGEMENT (Not Applicable)

The State believes that effective communication and reporting are essential to Project success. The Contractor shall 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.

1.1. State Meetings and Reports

- 1.1.1.** The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.
- a. Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
 - b. Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
 - c. Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
 - d. The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
 - e. Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
 - f. Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.
- 1.1.2.** The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.
- 1.1.3.** The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this

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Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities;
- f. Issues and concerns requiring resolution; and
- g. Report and remedies in case of falling behind Schedule.

1.1.4. As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1. Key Components

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

- a. The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

2.2. Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

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2.3. Change Management and Training

The Contractor's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

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EXHIBIT F – TESTING SERVICES - (Not Applicable)

The Contractor shall provide the following Products and Services described in Part 3 - Exhibit F: Testing Services, including but not limited to:

1. TESTING AND ACCEPTANCE (Not Applicable)

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project.

- a. The Contractor will provide training as necessary to the State staff responsible for test activities.
- b. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.
- c. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.
- d. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, 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.
- e. In addition, the Contractor shall 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 shall also correct Deficiencies and support required re-testing.

1.1. Test Planning and Preparation

- 1.1.1. The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit test, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.
- 1.1.2. As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along

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with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

- 1.1.3. The State will commence its testing within Ten (10) business days of receiving Certification from the Contractor that the State’s personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor’s development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.
- 1.1.4. Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.
- 1.1.5. The Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2. Unit Testing - (Not Applicable)

- 1.2.1. In Unit Testing, the Contractor shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.
- 1.2.2. The goal is to find errors in the smallest unit of Software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.
- 1.2.3. The Contractor developer, who is responsible for a specific unit of work, will be responsible for conducting the Unit Testing of their modules.

Activity Description	Develop the scripts needed to Unit Test individual application modules, interface(s) and conversion components.
Contractor’s Team Responsibilities	For application modules, conversions and interfaces the Contractor’s team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.

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Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and Data to conduct the test, the process for test execution, and the expected results.
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1.3. System Integration Testing - (Not Applicable)

- 1.3.1. The new System is tested in integration with other application Systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.
- 1.3.2. Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other Systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the Data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.

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State Responsibilities	<ul style="list-style-type: none"> • Work jointly with the Contractor to develop the Systems Integration Test Specifications. • Work jointly with the Contractor to develop and load the Data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party Systems, interfaces, and applications are functioning properly.

1.4. Conversion / Migration Validation Testing - (Not Applicable)

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted Data through these interface points performs correctly.
Contractor Team Responsibilities	For conversions and interfaces, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy Data to be converted in the Data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy Data performs correctly in the entire suite of the Application.

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1.5. Installation Testing - (Not Applicable)

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.

1.6. User Acceptance Testing (UAT) - (Not Applicable)

- 1.6.1. UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.
- 1.6.2. The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.
- 1.6.3. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.
- 1.6.4. The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.
- 1.6.5. Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.

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State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of Data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	<p>The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.</p>

1.7. Performance Tuning and Stress Testing - (Not Applicable)

The Contractor shall develop and document hardware and Software configuration and tuning of the software infrastructure as well as assist and direct the State’s System Administrators and Database Administrators in configuring and tuning the infrastructure to support the Software throughout the Project.

1.7.1. Scope

- a. The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.
- b. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.
- c. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.2. Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

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- a. **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b. **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3. Tuning

Tuning will be the Contractor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.8. Regression Testing - (Not Applicable)

- 1.8.1. As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

1.9. Security Review and Testing - (Not Applicable)

- 1.9.1. IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.
- 1.9.2. All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and 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 the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each

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of the service components. Test procedures shall include penetration tests (pen tests) and application vulnerability scanning.

SERVICE COMPONENT	DEFINES THE SET OF CAPABILITIES THAT:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users.
Access Control	Supports the management of permissions for logging onto a computer or network.
Encryption	Supports the encoding of Data for security purposes.
Intrusion Detection	Supports the detection of illegal entrance into a computer System.
Verification	Supports the confirmation of authority to enter a computer System, application or network.
Digital Signature	Guarantees the unaltered state of a file.
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Audit Trail Capture and Analysis	Supports the Identification and monitoring of activities within an application or System.
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.

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- 1.9.3. 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. Tests shall, at a minimum, cover each of the service components. The Contractor shall provide a certificate of application, vulnerability scanning, and 3rd party Penetration Tests (pen test) when appropriate.
- 1.9.4. Prior to the System being moved into production the Contractor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10. Penetration Testing (Non-PCI)

The Contractor shall provide Certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party Vendor at least annually, and after every major release.

2. Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

3. System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in Part 2 – Information Technology Provisions, Section 1: Contract Documents, through the Contract end date.

1.1. Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract. The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1. Maintenance Releases

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.

2. SYSTEM SUPPORT

2.1. Contractor's Responsibility

2.1.1. The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

2.1.2. As part of the Software maintenance Agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and One (1) day a week with an email / telephone response within One (1) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within Twenty Four (24) hours of a request;

Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within Twenty Four (24) hours of notification of planned corrective action.

3. SUPPORT OBLIGATIONS AND TERM

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

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- 3.2. The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.
- 3.3. For all maintenance service calls, the Contractor shall 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.
- 3.4. The Contractor must work with the Department 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.
- 3.5. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 – Information Technology Provisions - Section 13.1: Termination for Default, 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.
- 3.6. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1, P-37 General Provisions - Section 8: Event of Default/Remedies.

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EXHIBIT H – REQUIREMENTS

1. REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within.

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The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Calendar days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the requirements defined in the RFP and further described in the Contractor's Proposal. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth at the end of this Exhibit.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall utilize agreed upon project management software to support the ongoing management of the Project.

1. ASSUMPTIONS

1.1. General

- a. The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- b. All State tasks must be performed in accordance with the revised Work Plan.
- c. All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- d. Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

1.2. Project Management

- a. The State shall approve the Project Management Methodology used for the Project.
- b. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- c. A Project folder created within the State System shall be used for centralized storage and retrieval of Project documents, work products, and other material and

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information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

- d. The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

1.3. Conversions - (Not Applicable)

The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications.

Additionally, the Contractor's Team shall:

- a. Provide the State with Contractor's application Data requirements and examples, of Data mappings, conversion scripts, and Data loaders. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.
- a. Provide guidance and assistance with the use of the Data loaders and conversion scripts provided.
- b. Lead the Review of functional and technical Specifications.
- c. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

1.4. Project Schedule (Not Applicable)

1.5. Reporting

The Contractor shall conduct status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

1.6. User Training

- a. The Contractor's Team shall lead the development of the end-user training plan.

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- b. Train the trainer approach shall be used for the delivery of end-user training.
- c. The State is responsible for the delivery of end-user training.
- d. The State shall Schedule and track attendance on all end-user training classes.

1.7. Performance and Security Measures

- a. The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- b. The State shall work with the Contractor on all testing as set forth in Part 3 - Exhibit F: Testing Services.

2. CONTRACTOR ROLES AND RESPONSIBILITIES

2.1. Contractor's Team Project Executive

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2.2. Contractor's Team Project Manager

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor's Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- a. Maintain communications with the State's Project Manager;
- b. Work with the State in planning and conducting a kick-off meeting;
- c. Create and maintain the Work Plan;
- d. Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- e. Define roles and responsibilities of all the Contractor Team members;
- f. Provide a monthly update progress reports to the State Project Manager;
- g. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;

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- h. Review task progress for time, quality, and accuracy in order to achieve progress;
- i. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- j. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- k. Inform the State Project Manager and staff of any urgent issues if and when they arise;
- l. Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager;
- m. Manage handoff to the Contractor operational staff;
- n. Manage Transition Services as needed.

2.3. Contractor's Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:

- a. Construct and confirm application test case scenarios;
- b. Produce application configuration definitions and configure the applications;
- c. Conduct testing of the configured application;
- d. Produce functional Specifications for extensions, conversions, and interfaces;
- e. Assist the State in the testing of extensions, conversions, and interfaces;
- f. Assist the State in execution of the State's Acceptance Test;
- g. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- h. Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and
- i. Assist with the transition to production.

2.4. Contractor's Team Tasks

The Contractor team shall assume the following tasks:

- a. Development and Review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;

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- b. Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- c. Development and Documentation of installation procedures;
- d. System Integration Testing.

3. STATE ROLES AND RESPONSIBILITIES

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

3.1. State Project Manager

The State Project Manager shall work side-by-side with the Contractor's Project Manager. The role of the State Project Manager is to manage State resources (If any), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- a. Plan and conduct a kick-off meeting with assistance from the Contractor's team;
- b. Assist the Contractor's Project Manager in the development of a detailed Work Plan;
- c. Identify and secure the State Project Team members in accordance with the Work Plan;
- d. Define roles and responsibilities of all State Project Team members assigned to the Project;
- e. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- f. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- g. Inform the Contractor's Project Manager of any urgent issues if and when they arise;
- h. Assist the Contractor's team staff to obtain requested information if and when required to perform certain Project tasks;

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- i. Manage handoff to State operational staff; and
- j. Manage State staff during Transition Services as needed.

3.2. State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- a. Be the key user and contact for their Agency or Department;
- b. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- c. Assist in validating and documenting user requirements, as needed;
- d. Assist in mapping business requirements;
- e. Assist in constructing test scripts and Data;
- f. Assist in System Integration, and Acceptance Testing;
- g. Assist in performing conversion and integration testing and Data Verification;
- h. Attend Project meetings when requested; and
- i. Assist in training end users in the use of the Contractor's Software Solution and the business processes the application supports.

3.3. State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- a. Attend technical training as necessary to support the Project;
- b. Assist the State and the Contractor's Team Project Managers to establish the detailed Work Plan;
- c. Manage the day-to-day activities of the State's technical resources assigned to the Project;
- d. Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- e. Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the

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Contractor will lead the overall effort with support and assistance from the State; and

- f. Represent the technical efforts of the State at Project meetings.

3.4. State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- a. Coordinating the development of System, integration, performance, and Acceptance Test plans;
- b. Coordinating System, integration, performance, and Acceptance Tests;
- c. Chairing test Review meetings;
- d. Coordinating the State's team and external third parties involvement in testing;
- e. Ensuring that proposed process changes are considered by process owners;
- f. Establish priorities of Deficiencies requiring resolution; and
- g. Tracking Deficiencies through resolution.

4. SOFTWARE APPLICATION - (Not Applicable)

5. CONVERSIONS - (Not Applicable)

The following table identifies the planned conversions within the scope of this Contract.

TABLE: Planned Conversions			
<u>CONVERSION</u>	<u>COMPONENTS</u>	<u>LEAD RESPONSIBILITY</u>	<u>DESCRIPTION</u>

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5.1. Conversion Testing Responsibilities

- a. The Contractor’s Team and the State, based on their assigned conversion responsibilities, as set forth in Part 3 - Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- b. The Contractor’s Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- c. The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy Systems for use by the conversion processes.
- d. The State and the Contractor’s Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- e. The State and the Contractor’s Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

6. INTERFACES - (Not Applicable)

Interfaces shall be implemented in cooperation with the State. The following Table identifies the interfaces within the scope of this Contract and their relative assignment.

TABLE: In Scope Interfaces			
<u>INTERFACE</u>	<u>COMPONENTS</u>	<u>LEAD RESPONSIBITIY</u>	<u>DESCRIPTION</u>

6.1. Interface Responsibilities

- a. The Contractor’s Team shall provide the State Contractor Application Data requirements and examples, of Data mappings and interfaces implemented on other Projects.
- b. The Contractor’s Team shall identify the APIs the State should use in the design and development of the interface.
- c. The Contractor’s Team shall lead the State with the mapping of legacy Data to the Contractor Application.
- d. The Contractor’s Team shall lead the Review of functional and technical interface Specifications.

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- e. The Contractor’s Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- f. The Contractor’s Team shall document the functional and technical Specifications for the interfaces.
- g. The State and the Contractor’s Team shall jointly verify and validate the accuracy and completeness of the interface.
- h. The State is responsible for documenting the procedures required to run the interfaces in production.
- i. The State shall document the technical changes needed to legacy Systems to accommodate the interface.
- j. The State shall develop and test all legacy application changes needed to accommodate the interface.
- k. The State and the Contractor’s Teams shall jointly construct test scripts and create any Data needed to support testing the interfaces.
- l. The State is responsible for all Data extracts and related formatting needed from legacy Systems to support the interfaces.
- m. The State is responsible for the scheduling of interface operation in production.

7. APPLICATION MODIFICATION

To more fully address the State’s requirements, the Contractor’s Team shall implement the following application modifications. The following table identifies the modifications that are within the scope of this Contract.

TABLE: Application Modifications (Contractor Developed)		
<u>REQUIREMENT</u>	<u>COMPONENTS</u>	<u>DESCRIPTION</u>

8. PRELIMINARY WORK PLAN

The following table provides the preliminary agreed upon Work Plan for the Contract.

TABLE: High Level Preliminary NH Project Plan

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<u>TASK NAME</u>	<u>DURATION</u>	<u>START</u>	<u>FINISH</u>

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EXHIBIT J – SOFTWARE AGREEMENT

1. LICENSE GRANT

1.1. COTS -- Not Applicable (N/A)

The Contractor hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited License to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

1.2. SAAS -- Grant of Rights

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 this Agreement and up to the number of Licenses documented in the Agreement.

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

1.3. CUSTOM SOFTWARE -- Not Applicable (N/A)

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 "Work For Hire" within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, 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.

1.3.1. The State shall be entitled to copies of any work product upon request to 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. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

1.3.2. Software Non-Infringement. Contractor warrants that the Software, including any all component parts thereof ("Contracted Works") 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.

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- 1.3.3. 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 Works infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:
- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
 - b. Gives Contractor control of the defense and any settlement negotiations; and
 - c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.
- 1.3.4. 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.
- 1.3.5. If Contractor believes or it is determined that any of the Contracted Works may have violated someone else's intellectual property rights, 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, Contractor may end the License, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract. Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's User Documentation or if the State uses a version of the Contracted Works which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Works with any products or Services not provided by Contractor without Contractor's consent.

2. SOFTWARE TITLE

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

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3. SOFTWARE AND DOCUMENTATION COPIES

The Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a reasonable number of copies 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

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

- a. Remove or modify any program markings or any notice of the Contractor's proprietary rights;
- b. 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; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

Except as otherwise permitted under the Contract, the Contractor agrees not to:

- a. Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.

5. VIRUSES

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, Contractor will use reasonable efforts to test the Software for Viruses.

6. AUDIT

Upon forty-five (45) days written notice, the Contractor may audit the State's use of the programs at the Contractor's sole expense. The State agrees to cooperate with the Contractor's audit and provide reasonable assistance and access to information. The State agrees that the Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, the Contractor's audit rights are subject to applicable State and federal laws and regulations.

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7. SOFTWARE NON-INFRINGEMENT

- 7.1. The Contractor warrants that the Software, including any all component parts thereof (“Contracted Works”) 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.
- 7.2. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any 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.
- 7.3. 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:
- a. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
 - b. Gives the Contractor control of the defense and any settlement negotiations; and
 - c. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.
- 7.4. 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.
- 7.5. 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. The Contractor will not indemnify the State if the State alters the contracted resources without the Contractor’s consent or uses it outside the scope of use identified in the Contractor’s User Documentation or if the State uses a version of the contracted works which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the contracted resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination

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of any contracted works with any products or Services not provided by the Contractor without the Contractor's consent.

8. CONTROL OF ALL COMPONENT ELEMENTS

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 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.

9. SOFTWARE ESCROW

9.1. Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

9.2. Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- a. The Contractor has made an assignment for the benefit of creditors;
- b. The Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. A receiver or similar officer has been appointed to take charge of all or part of the Contractor's assets;
- d. The Contractor terminates its maintenance, operations, and support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. The Contractor defaults under the Contract; or
- f. The Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

9.3. Upon the occurrence of a Release Event, the Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code,

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and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of the Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

Attachment 2: Vendor License Agreement (Not Applicable)

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EXHIBIT K – WARRANTY & WARRANTY SERVICES

1. WARRANTIES

1.1. System

The Contractor warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2. Software

The Contractor warrants that the Software, 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.

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

- a. the correction of program errors that cause breach of the warranty, or if the 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 the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services; or
- c. if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3. Non-Infringement

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") 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.

1.4. Viruses; Destructive Programming

The Contractor warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

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EXHIBIT K – WARRANTY & WARRANTY SERVICES

1.5. Compatibility

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

1.6. Services

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

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect in indefinitely.

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EXHIBIT L – TRAINING SERVICES - (Not Applicable)

1. TRAINING SERVICES (Not Applicable)

The Contractor shall provide the following Training Services.

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EXHIBIT M – AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M – Not Applicable to this Contract.

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EXHIBIT N – VENDOR PROPOSAL, BY REFERENCE

Interactive Voice Applications, Inc. Quote dated April 21, 2020 is hereby incorporated and reference as fully set forth herein.

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PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT O – CERTIFICATES AND ATTACHMENTS

1. CERTIFICATES AND ATTACHMENTS

- a. Exhibit H Requirements – Attachment 1
- b. DHHS Exhibits – Appendices D through K Attachment 1B
- c. Contractor's Certificate of Good Standing
- d. Contractor's Certificate of Vote/Authority
- e. Contractor's Certificate of Insurance
- f. Vendor License Agreement – Attachment 2 - (Not Applicable)
- g. Vendor Price Quote

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Attachment 1: Project Requirements

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL REQUIREMENTS					
B1.1	The Vendor shall participate in an initial kick-off meeting to initiate the project.	M	Will Comply		IVA will schedule and host an initial kick-off meeting.
B1.2	Vendor shall submit a preliminary Project Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Project Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule. The plan shall be updated no less than bi-weekly.	M	Will Comply		Preliminary Project Work Plan will be developed and delivered within 10 days, and updated bi-weekly.
B1.3	The Vendor must provide detailed status reports upon request.	M	Will Comply		IVA will provide status reports on request.
FUNCTIONAL REQUIREMENTS					
F1.1	The vendor must complete a complete review of the current cost allocation process	M	Will Comply		IVA will review cost allocation process with DHHS staff
F1.2	The service must offer customizable sources of gathering data, including imports from other systems, manual data entry, and Excel and csv file inputs.	M	We Comply		CapPLUS accomodates all forms of Import
F1.3	The service must offer customizable features for all areas of the cost allocation process, including but not limited to: data imports, data processing, allocation methods, and reporting.	M	We Comply		All parts of CapPLUS are customizable, including imports, processing parameters, allocation methods and reporting.
F1.4	The service must allow for the manual manipulation of data prior to becoming a part of the cost allocation.	M	We Comply		The CapPLUS UI allows for the manipulation of the imported data prior to processing the cost plan.
F1.5	There must be mechanisms to deactivate, change, and reactivate methods of allocation.	M	We Comply		The allocation methods can remain in CapPLUS even if they're not being used.

Attachment 1: Project Requirements

F1.6	The service must provide standard reports regarding methods, total costs, sources of funds, etc., and must also provide for the state of specify additional reports specific to its own needs.	M	We Comply	CapPLUS contains a variety of reports covering the allocation methods, imported expenditures, and both summary and detailed reports of the results of the allocations. There are a wide variety of reports which can be additionally called for based on the allocation process.
F1.7	There must be multiple levels of administrative access, with a secure sign on required for any administrative access, plus configurable policies for designating which administrative employees can perform what operations on the website, such as read-only or reporting only access.	M	We Comply	Agency administrators control access to CapPLUS for DHSS workers, and also assign permissions and privileges to those workers.
F1.8	The service must provide the ability to close a monthly file when processing is complete to prevent further modifications.	M	We Comply	There is a read-only lock-down for the cost plans, plus an additional 'archive' mechanism which further limits access to the cost plan.
F1.9	The service must provide the ability to create multiple files for each month, so that revisions can be done after a month has been closed, while the original file remains unchanged.	M	We Comply	DHHS can clone as many monthly files as desired for testing and revision purposes.
F1.10	The service must provide the ability to copy the previous month's file as a starting point for the next month.	M	We Comply	Copying a previous month to the new month is the standard in CapPLUS.
F1.11	The service must provide for the removal of features not used by DHHS.	M	We Comply	Features in CapPLUS are configured on a client-by-client basis. DHHS will see only the functionality they need.
F1.12	The service must provide an output files, including a flat file similar to the CAP95 Schedule G with final monthly statistics for each job number and column intersection, and a file similar to the CAP95 Common Units, with all measurables and statistics.	M	We Comply	Both of these are available currently in CapPLUS.

Attachment 1: Project Requirements

F1.13	The Vendor must provide ongoing, continual monitoring of the activity for the service, including ensuring that the system is online and operational.	M	We Comply	CapPLUS is monitored continually during normal business hours.
F1.14	The Vendor must provide ongoing technical support for the operation of their CapPLUS system. The availability of the technical support, whether by telephone or email, must cover business hours of 8:00 AM to 5:00PM EST.	M	Will Comply	The help desk is open from 7:00 AM Eastern until 5:00 PM Hawaii time, with an after hours on-call technician available.
F1.15	The Vendor must provide training on the use of the CapPLUS system, prior to "going live". The training should cover the gathering, uploading, entering, manipulation, and final processing of data, as well as steps for the output of files and reports, as necessary.	M	Will Comply	IVA will provide CapPLUS training prior to going live.

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee 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 grantee'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 grantee'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

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Exhibit D



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 grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

John R Young

5/14/2020

Date

Name: John R. Young
Title: President

Contractor Initials

JRY

Date 5/14/2020

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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-1.)
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:

John R Young

5/14/2020
Date

Name: John R. Young
Title: President

Contractor Initials JRY

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

John R Young

5/14/2020
Date

Name: John R. Young
Title: President

Contractor Initials *JRY*

5/14/2020

New Hampshire Department of Health and Human Services
Exhibit G



**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:

- 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;
- 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;
- 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);
- 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;
- 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;
- 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;
- 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;
- 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;
- 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.

Exhibit G

Contractor Initials

JRY

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



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

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

John R Young

5/14/2020

Date

Name: John R. Young
Title: President

Exhibit G

Contractor Initials

JRY

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

John R Young

5/14/2020

Date

Name: John R. Young
Title: President

JRY

Contractor Initials _____



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, 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.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

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



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving

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Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. 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.
- h. 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.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. 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.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

DHHS

 The State
[Signature]

 Signature of Authorized Representative
Kerrin A. Rounds

 Name of Authorized Representative
CFO

 Title of Authorized Representative
5/19/2020

 Date

Interactive Voice Applications, Inc.

 Name of the Contractor
[Signature]

 Signature of Authorized Representative
John R. Young

 Name of Authorized Representative
President

 Title of Authorized Representative
5/14/2020

 Date

Contractor Initials IRY

Date 5/14/2020

New Hampshire Department of Health and Human Services
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 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.

Contractor Name:

John R Young

5/14/2022

Date

Name: John R. Young
Title: President

Contractor Initials

JRY

Date 5/14/2020

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 88-479-9578

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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April 21, 2020

Hannah Glines
Revenue Director
Division of Finance
NH Dept of Health & Human Services
Tel (603) 271-9043

Re: Quote for CapPLUS, TimesheetPLUS and RmsPLUS

Dear Ms. Glines,

Per our recent discussions this is a quote for the CapPLUS, TimesheetPLUS and RmsPLUS projects:

- Upgrade CapPLUS to include the functionality of FAS and FARS.
- Configure TimesheetPLUS for DHHS to facilitate and streamline the entry of personnel timesheets.
- Provide for the continuing operation of RmsPLUS.

The upfront cost for these will be \$110,000, and the annual operating cost will be \$95,000.

Thank you for your interest in using our products and services in support of the clients served by your agency! We look forward to working with you on these major new projects now and in the years to come!

Sincerely,

President

john@ivacsp.com

(817) 609-8116 (Office)

(817) 609-8111 (Fax)