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

Jeffrey A. Meyers
 Commissioner

Leigh Cheney
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9448 1-800-852-3345 Ext. 9448
 Fax: 603-271-3001 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 20, 2018

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, Office of Emergency Services to amend an existing **sole source** contract with Safer Institute, 31 Elbow Street, Providence, RI, 02903 (Vendor #220880) for the provision of the State's Emergency System for Advance Registration of Volunteer Health Professionals by increasing the price limitation by \$71,964 from \$161,919 to \$233,883 and extending the Contract Completion Date from September 30, 2018 to September 30, 2019, effective upon the date of Governor and Executive Council approval. 100% Federal Funds.

The original contract was approved by the Governor and Executive Council on June 21, 2017 (Item # 7).

Funds are available in the following accounts in State Fiscal Year 2019, and are anticipated to be available in 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-090-902510-22390000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVCS, DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS

FISCAL YEAR	CLASS	TITLE	JOB NUMBER	CURRENT AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
2017	102-500731	Contracts for Program Svs	90077700	\$71,964	\$0	\$71,964
			Subtotal:	\$71,964	\$0	\$71,964

- **01-03-03-030010-76950000 GENERAL GOVERNMENT, TECHNOLOGY DEPT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF IT FOR DHHS**

FISCAL YEAR	CLASS	TITLE	JOB NUMBER	CURRENT AMOUNT	INCREASE/ (DECREASE)	MODIFIED AMOUNT
2018	038-509038	Technology Software	NA	\$71,964	\$0	\$71,964
			Subtotal:	\$71,964	\$0	\$71,964

2019	038-509038	Technology Software	NA	\$17,991	\$0	\$17,991
2019	038-500177	Software License/maint.	3950139	\$0	\$53,973	\$53,973
			Subtotal:	\$17,991	\$53,973	\$71,964
2020	038-500177	Software License/maint.	3950139	\$0	\$17,991	17,991
			Subtotal:	\$0	\$17,991	\$17,991
			Grand Total:	\$161,919	\$71,964	\$233,883

EXPLANATION

This request is **sole source** because the Contractor is the developer of the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), and has the expertise to continue to provide maintenance and support.

ESAR-VHP Electronic System compliance standards from the United States Department of Health and Human Services, Office of the Assistance Secretary for Preparedness and Response, require each state to independently develop, maintain, and operate an Emergency System for Advanced Registration for Volunteer Health Professionals to be used in the event of a local, state, or national public health emergency. The system registers health professional volunteers, applies emergency credentialing standards to registered volunteers, and allows for the verification of the identity, credentials, and qualifications of registered volunteers in an emergency. It is a management system that can support inter-jurisdictional movement of volunteer health personnel in the event of a public health emergency. The system currently supports six (6) integrated volunteer programs with 2,864 emergency response volunteers and nineteen (19) volunteer teams, with an additional twenty-two (22) New Hampshire Community Emergency Response Teams.

This agreement, if approved, will allow the Contractor to continue to provide maintenance, technical support and web hosting services for the Emergency System for Advanced Registration of Volunteer Health Professionals while the Department develops a Request for Proposals for the provision of an enhanced system that will combine multiple platforms to improve emergency communication throughout New Hampshire and with other states, and move the State towards standardized requirements for emergency volunteer management and inter-jurisdictional movement of volunteer health personnel in emergencies.

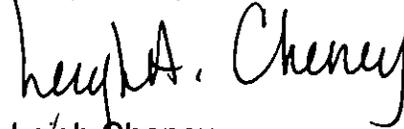
Should the Governor and Executive Council not authorize this request, the Department would likely be unable to manage the registration and deployment of professional volunteers in an emergency. Additionally, the State would not meet the federal requirements of having an emergency volunteer registry system.

Area served: Statewide

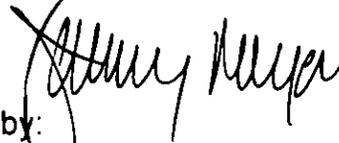
Source of Funds: 100% Federal Funds from United States Centers for Disease Control and Prevention, Hospital Preparedness Program, Catalog for Domestic Assistance, # 97.074 Federal Award Identification Number (FAIN) #U90TP000535; and 100% Federal Funds from United States Department of Health and Human Services, Hospital Preparedness Program, Catalog for Domestic Assistance, (CFDA) # 93.596 and 93.575, Federal Award Identification Number (FAIN) #1-026000618-B3.

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

Respectfully submitted,



Leigh Cheney
Director



Approved by:

Jeffrey A. Meyers
Commissioner



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

September 5, 2018

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract amendment with Safer Institute, 31 Elbow Street, Providence, RI 02903 (Vendor 220880) as described below and referenced as DoIT No. 2017-086 Amendment A.

The purpose of this request is to enter into a **sole source** contract amendment with Safer Institute to continue to provide maintenance, technical support and web hosting for the Emergency System for Advance Registration of Volunteer Health Professionals. This is an electronic database of health care professionals who volunteer to provide aid during an emergency. The database allows for the verification of the identity, credentials, and qualifications of registered volunteers.

The funding amount for this amendment is \$71,964.00 increasing the current contract from \$161,919.00 to \$233,883.00 and by extending the contract completion date from September 30, 2018 to September 30, 2019, effective upon Governor and Council approval.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2012-086 A
RID 37721

cc: Bruce Smith, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Emergency System for Advance Registration of Volunteer Health Professional
SS-2017-ESU-01-EMERG, Contract 2017-086
Contract Amendment #1

This 1st Amendment to the Emergency System for Advance Registration of Volunteer Health Professional contract (hereinafter referred to as "Amendment #1") dated this 28th day of June 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Safer Institute, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 31 Elbow Street Providence, RI 02903.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

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

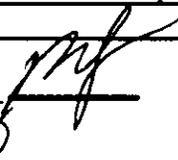
1. Amend Section 1.5 (Form P-37, (Contractor Phone Number) of the Agreement to read: (800) 313-6305.
2. Amend Section 1.6 (Form P-37, Account Number) of the Agreement to read: 05-95-90-902510-22390000-102-500731; 01-03-03-030010-76950000-038-509038; 01-03-03-030010-76950000-038-500177.
3. Amend Section 1.7 of the Agreement (Form P-37, Completion Date) by extending the Completion Date from September 30, 2018 to September 30, 2019.
4. Amend Section 1.8 of the Agreement (Form P-37, Price Limitation) by increasing the Price Limitation by \$71,964 from \$161,919 to \$233,883.
5. Amend Section 1.9 of the Agreement (Form P-37, Contracting Officer for State Agency) to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement
6. Amend Section 1.10 of the Agreement (Form P-37, State Agency Telephone Number) to read: (603) 271-9330.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Emergency System for Advance Registration of Volunteer Health Professional
SS-2017-ESU-01-EMERG, Contract 2017-086
Contract Amendment #1

7. The Agreement is further amended as described in Table 1:

Table 1

<p>Contract # SS-2017-ESU-01-EMERG, 2017-086 Part 2, Information Technology Provisions</p>	<p>AMENDED TEXT</p>								
<p>Introduction, Paragraph #1</p>	<p style="text-align: center;">INTRODUCTION</p> <p>This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Health and Human Services ("State"), and Safer Institute, a Rhode Island non-profit Corporation ("Safer Institute"), having its principal place of business at 31 Elbow St., Providence, RI 02903.</p>								
<p>Section 2, Contract Term</p>	<p>2. CONTRACT TERM</p> <p>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 ("Effective Date"). The Contract shall be retroactive to July 1, 2016 and through September 30, 2019.</p> <p>Safer Institute shall commence work upon issuance of a Notice to Proceed by the State.</p>								
<p>Section 4, Contract Management, Subsection 4.1 The Contractor's Contract Manager</p>	<p>4.1 THE CONTRACTOR'S CONTRACT MANAGER</p> <p>Safer Institute shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Safer Institute's Contract Manager is Peter Fucci</p> <p>Contract Manager 31 Elbow St. Providence RI 02903 Tel: 401-489-5927 Fax: 401-489-7585 Email: pfucci@saferinstitute.org</p>								
<p>Section 4, Contract Management, Subsection 4.2 The Contractor's Project Manager, Paragraph 4.2.5</p>	<p>4.2.5 Safer Institute Project Manager is:</p> <p>Peter Fucci Project Manager 31 Elbow Street Providence RI 02903 Tel: 401-489-5927 Fax: 401-489-7585 Email: pfucci@saferinstitute.org</p>								
<p>Section 4, Contract Management, Subsection 4.3, Safer Institute Key Project Staff, Subparagraph 4.3.3.1</p>	<p>4.3.3.1 Safer Institute Key Project Staff shall consist of the following individuals in the roles identified below:</p> <p>Safer Institute's Key Project Staff:</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><u>Key Member(s)</u></th> <th style="text-align: left;"><u>Title</u></th> </tr> </thead> <tbody> <tr> <td>Peter Fucci</td> <td>Project Manager</td> </tr> <tr> <td>Peter Fucci</td> <td>System Architect</td> </tr> <tr> <td>Alex Potts</td> <td>Project Engineer</td> </tr> </tbody> </table>	<u>Key Member(s)</u>	<u>Title</u>	Peter Fucci	Project Manager	Peter Fucci	System Architect	Alex Potts	Project Engineer
<u>Key Member(s)</u>	<u>Title</u>								
Peter Fucci	Project Manager								
Peter Fucci	System Architect								
Alex Potts	Project Engineer								

Initial all pages
Safer Institute Initials: 
Date: 8/14/18

Amendment #1

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Emergency System for Advance Registration of Volunteer Health Professional
SS-2017-ESU-01-EMERG, Contract 2017-086
Contract Amendment #1

<p>Section 4, Contract Management, Subsection 4.4, State Contract Manager</p>	<p>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: Theresa M. Hill Department of Health and Human Services 27 Hazen Drive Concord NH 03301 Tel: 603-271-9476 Email: Theresa.Hill@dhhs.nh.gov</p>
<p>Section 4, Contract Management, Subsection 4.5, State Project Manager</p>	<p>4.5 STATE PROJECT MANAGER 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 Safer Institutes; c. Managing significant issues and risks. d. Reviewing and accepting Contract Deliverables; e. Invoice sign-offs; f. Review and approval of change proposals; and g. Managing stakeholders' concerns.</p> <p>The State Project Manager is: Theresa M. Hill Department of Health and Human Services 27 Hazen Drive Concord NH 03301 Tel: 603-271-9476 Email: Theresa.Hill@dhhs.nh.gov</p>
<p>Contract # SS-2017-ESU-01-EMERG, 2017-086, Part 3-Exhibit B, Price and Payment Schedule</p>	<p style="text-align: center;">AMENDED TEXT</p>
<p>Exhibit A</p>	<p>Delete Contract 2017-086 – Part 3 Exhibit A Contract Deliverables in its entirety and replace with Contract 2017-086 – Part 3 Exhibit A Amendment #1 Contract Deliverables..</p>
<p>Exhibit B</p>	<p>Delete Contract 2017-086 – Part 3 Exhibit B Price and Payment Schedule in its entirety and replace with Contract 2017-086 – Part 3 Exhibit B Amendment #1 Price and Payment Schedule.</p>
<p>Contract # SS-2017-ESU-01-EMERG, 2017-086- PART 3 EXHIBIT O SPECIAL EXHIBITS, CERTIFICATES AND ATTACHMENTS</p>	<p style="text-align: center;">AMENDED TEXT</p>
<p>Exhibit O</p>	<p>Attached are: A. Special Exhibits D through J Attachment A B. Contractor's Certificate of Vote/ Authority C. Contractor's Certificate of Good Standing D. Contractor's Certificate of Insurance E. Exhibit K. DHHS Information Security Requirements</p>
<p>ADD to Attachments</p>	<p>Exhibit K, DHHS Information Security requirements.</p>

Initial all pages
Safer Institute initials:
Date: 8/11/18

Amendment #1

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Emergency System for Advance Registration of Volunteer Health Professional
SS-2017-ESU-01-EMERG, Contract 2017-086
Contract Amendment #1

Table 2 CONTRACT HISTORY SS-2017-ESU-01-EMERG, 2017-086 - Emergency System for Advance Registration of Volunteer Health Professional

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
SS-2017-ESU-01-EMERG, 2017-086	Original Contract	June 21, 2017 Item #7	September 30, 2018	\$161,919
	CONTRACT TOTAL			\$161,919

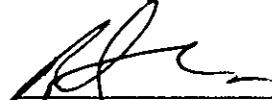
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 Safer Institute Initials: 
 Date: 1/24/18

Amendment #1

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Emergency System for Advance Registration of Volunteer Health Professional
SS-2017-ESU-01-EMERG, Contract 2017-086
Contract Amendment #1

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Safer Institute

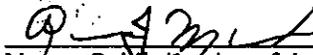
Date: 15 Aug 18

Corporate Signature Notarized:

STATE OF Rhode Island
COUNTY OF Providence

On this the 15 day of August, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

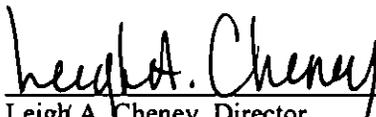
IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace
4-05-2020
My Commission Expires:

(SEAL)

State of New Hampshire



Leigh A. Cheney, Director
State of New Hampshire Department of Health and Human Services
Emergency Services Unit

Date: 8/20/18

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Safer Institute Initials: RSI
Date: 14 Aug 18

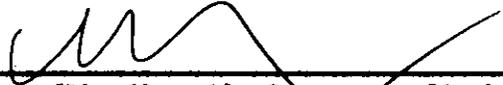
Amendment #1

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SS-2017-ESU-01-EMERG,
Contract 2017-086

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Emergency System for Advance Registration of Volunteer Health Professional
SS-2017-ESU-01-EMERG
Contract Amendment #1

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

Approved by the Attorney General



State of New Hampshire, Department of Justice

Date: 8/28/18

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)
CONTRACT 2017-086 - PART 3
EXHIBIT A AMENDMENT #1
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Safer Institute shall provide the State with hosting, technical support and maintenance for the New Hampshire Responds/ESAR-VHP System to ensure it continues to provide a secure, web-based, volunteer management system for the verification of credentials and qualifications of registered volunteers prior to an emergency.

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.

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Safer Institute shall provide a Work Plan as directed by the State for support and maintenance activities that impact the functionality of the system. The Work Plan shall include a detailed description of the Schedule, tasks, Deliverables, milestones, task dependencies, and payment Schedule. See Exhibit I: Work Plan.

The Work Plan may include some or all of the following activities, deliverables, or milestones:

ACTIVITY, DELIVERABLE OR MILESTONE	Deliverable Type	Completion Date
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES		
Work Plan including milestones as directed by the State for support and maintenance activities that impact the functionality of the system.	written	Within 5 Days of approval to start work.
Status reports & updates	written	Per agreed upon Work Plan
SYSTEM SOFTWARE AND HARDWARE DELIVERABLES		
Software Licensing Agreements and Documentation	written	Per agreed upon Work Plan
SOFTWARE DEVELOPMENT and INTEGRATION:		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)
CONTRACT 2017-086 - PART 3
EXHIBIT A AMENDMENT #1
CONTRACT DELIVERABLES

ACTIVITY, DELIVERABLE OR MILESTONE	Deliverable Type	Completion Date
Configure and test backups including scheduling and reporting	software	Per agreed upon Work Plan
Develop and test custom and required reports	software	Per agreed upon Work Plan
SYSTEM DELIVERY & ACCEPTANCE TESTING:		
Test Plan and methodology	written	Per agreed upon Work Plan
Test configuration and networked equipment	non-software	Per agreed upon Work Plan
Test printing services, FTP services, backup/restore process, system management functions	non-software	Per agreed upon Work Plan
Unload and load new data	non-software	Per agreed upon Work Plan
Security Testing	non-software	Ongoing Process
Report testing (e.g. State defined reports, core reports, and adhoc reporting)	non-software	Per agreed upon Work Plan
WRITTEN DOCUMENTATION / REPORTS (HARDCOPY AND CDROM)		
Update Users Operation Manual	written	Will be updated with agreed upon business policies. Available in any format requested.
Documentation of backup software and procedures	written	Per agreed upon Work Plan
MAINTENANCE		
Annual maintenance and support, as specified in Exhibit G	Year 1	Ongoing
Annual maintenance and support, as specified in Exhibit G	Year 2	Ongoing
Annual maintenance and support, as specified in Exhibit G	Year 3	Ongoing
Annual maintenance and support, as specified in Exhibit G	Year 4 (3 months)	Ongoing
Maintenance and operational contingency plan	written	Ongoing

2017-086 Exhibit A Contract Deliverables

Initial All Pages:

Safer Institute's Initials 

Exhibit A Amendment #1

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)
CONTRACT 2017-086 - PART 3
EXHIBIT A AMENDMENT #1
CONTRACT DELIVERABLES

**3. SAFER INSTITUTES TRAINING DELIVERABLES
RESERVED**

4. SOFTWARE LICENSES

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)
CONTRACT 2017-086 - PART 3
EXHIBIT B AMENDMENT #1
PRICE AND PAYMENT SCHEDULE

1 DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$233,883 for the period between the July 1, 2016 through September 30, 2019. Safer Institute shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Safer Institute to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1 – System and Implementation Deliverables

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE	PAYMENT
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES		
Work Plan including milestones as directed by the State for support and maintenance activities that impact the functionality of the system.	Within 5 days of receiving approval to start work	\$ Included
SYSTEM SOFTWARE AND HARDWARE DELIVERABLES		
Software Licensing Agreements and Documentation		\$ Included
SOFTWARE DEVELOPMENT and INTEGRATION:		
Configure and test backups including scheduling and reporting	Ongoing	\$ Included
Develop and test custom and required reports	On going	\$ Included
SYSTEM DELIVERY & ACCEPTANCE TESTING:		
Test Plan and methodology	Ongoing	\$ Included
Test configuration and networked equipment	Ongoing	\$ Included
Test printing services, File Transfer Protocol (FTP) services, backup/restore process, system management functions	Ongoing	\$ Included
Security Testing	Ongoing	\$ Included
Report testing (e.g. State defined reports, core reports, and adhoc reporting)	Ongoing	\$ Included
WRITTEN DOCUmentation / REPORTS (HARDCOPY AND CDROM)		

2017-086 Exhibit B Price and Payment Schedule

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Safer Institute's Initials 

Exhibit B Amendment #1

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)
CONTRACT 2017-086 - PART 3
EXHIBIT B AMENDMENT #1
PRICE AND PAYMENT SCHEDULE**

Update Users Operation Manual	As directed by State	\$ Included
Documentation of backup software and procedures	Ongoing	\$ Included
MAINTENANCE		
Annual maintenance and support, as specified in Exhibit B (includes escrow of code)	Year 1	\$71,964
	Year 2	\$71,964
	Year 3	\$71,964
	Year 4 (3 months)	\$17,991
	Support and Maintenance Sub-total	\$233,883
Maintenance and operational contingency plan	Ongoing	\$ Included
PROJECT CLOSE OUT		
Closetout Meeting	On or about September 30, 2018	\$ Included
TOTAL		\$233,883

Table 2- Hosting, Support and Maintenance Deliverables

Maintenance Functionality	Monthly Rate
Hosting and Support Costs (24x7)	\$3,497
Ongoing Maintenance	\$2,500

2 TOTAL 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 \$233,883 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Safer Institute for all fees and expenses, of whatever nature, incurred by Safer Institute in the performance hereof.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)
CONTRACT 2017-086 - PART 3
EXHIBIT B AMENDMENT #1
PRICE AND PAYMENT SCHEDULE

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.

3 INVOICING

Safer Institute 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. Safer Institute 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.

Safer Institute shall submit an invoice for the monthly fixed price in Table 2 Hosting, Support and Maintenance within ten (10) days from the last day of the month.

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.

Invoices shall be sent to:
Department of Health and Human Services
Emergency Services Unit
129 Pleasant Street, Concord, NH 03301

In the Event of Early Termination of this Agreement, the State will reimburse Safer Institute for support and maintenance up to the last month within the early termination date (a date prior to the Completion Date in Block 1.7 of the General Provisions, P-37).

4 PAYMENT ADDRESS

All payments shall be sent to the following address:
Safer Institute
31 Elbow Street, Providence, RI 02903

5 OVERPAYMENTS TO SAFER INSTITUTE

Safer Institute 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.

6 CREDITS

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

7 PROJECT HOLDBACK

RESERVED

2017-086 Exhibit B Price and Payment Schedule

Initial All Pages:

Safer Institute's Initials 

Exhibit B Amendment #1

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP)
CONTRACT 2017-086 - PART 3
EXHIBIT B AMENDMENT #1
PRICE AND PAYMENT SCHEDULE

**8 CONTRACT SECURITY/PERFORMANCE BOND
RESERVED**

2017-086 Exhibit B Price and Payment Schedule

Initial All Pages:

Safer Institute's Initials 

Exhibit B Amendment #1

Page 7 of 7



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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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.

D. 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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Exhibit K

DHHS Information Security Requirements

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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Date *8/14/18*



Exhibit K

DHHS Information Security Requirements

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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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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.






- 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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



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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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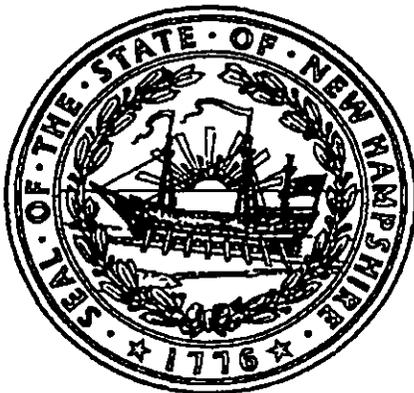
State of New Hampshire
Department of State

CERTIFICATE OF REGISTRATION OF
SAFER INSTITUTE
A FOREIGN NONPROFIT CORPORATION

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **SAFER INSTITUTE** for a Certificate of Registration to transact business in this State, duly signed pursuant to the provisions of Voluntary Corporations and of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Registration to **SAFER INSTITUTE** to transact business in this State under the name of **SAFER INSTITUTE** and attaches hereto a copy of the Application for such Certificate.

Business ID: 771470



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of May 2017 A.D.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jennifer LaForge, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Safer Institute, Inc
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 12 Dec 2010:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 15 day of August, 2018.
(Date Contract Signed)

4. Peter Fucci is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

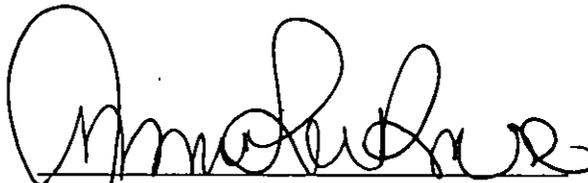

(Signature of the Elected Officer)

RS
STATE OF ~~NEW HAMPSHIRE~~

County of Providence

The foregoing instrument was acknowledged before me this 21st day of August, 2018.

By _____
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

AMANDA LAROSE
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES
11-21-2020

Commission Expires: _____

11-51-50
MA COMMISSION EXHIBIT
STATE OF RHODE ISLAND
NOTARY PUBLIC
AMANDA CAROSE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2018

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

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

PRODUCER Lambert's Insurance Connection 1985 Mendon Rd, Suite 1 Cumberland, RI, 02864	CONTACT NAME: Michelle Fournier.	
	PHONE (A/C No. Ext): 401-334-2003	FAX (A/C No.): 401-334-9432
	ADDRESS: mfournier@lambertinscon.com	
INSURED Safer Institute, Inc Peter Fucci 310 New River Rd Manville, RI 02838	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ace American Insurance Company	NAIC #
	INSURER B: Beacon Mutual	
	INSURER C:	
	INSURER D:	
	INSURER E:	

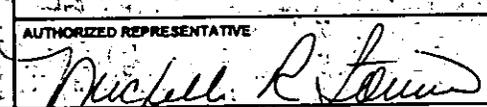
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cyber Risk Management Policy <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		F14442078 001	08/22/2018	08/22/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 83840	08/28/2018	08/28/2019	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Those Usual to the Insureds Operation

CERTIFICATE HOLDER State of New Hampshire 129 Concord St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

OFFICE OF EMERGENCY SERVICES

Jeffrey A. Meyers
Commissioner

Leigh Cheney
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9448 1-800-852-3345 Ext. 9448
Fax: 603-271-3001 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 19, 2017

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, Office of Emergency Services to enter into a **sole source, retroactive contract** with Safer Institute, 31 Elbow Street, Providence, RI, 02903 (Vendor #220880) for the provision of the State's Emergency System for Advance Registration of Volunteer Health Professionals in the amount of \$161,919, **retroactive** to July 1, 2016 through September 30, 2018, effective upon the date of Governor and Executive Council approval. 100% Federal Funds.

Funds are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the budgets and encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-090-902510-22390000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVCS, DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2017	102-500731	Contracts for Program Svs	90077700	\$71,964
			Subtotal:	\$71,964

01-03-03-030010-76950000 GENERAL GOVERNMENT, TECHNOLOGY DEPT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	038-509038	Technology Software	NA	\$71,964
2019	038-509038	Technology Software	NA	\$17,991
			Subtotal:	\$89,955
			Grand Total:	\$161,919

EXPLANATION

The Requested Action is **sole source and retroactive** because the Contractor is the original developer of the Emergency System for Advance Registration of Volunteer Health Professionals and has the expertise to continue to provide the system maintenance and support. The Department was delayed in extending the contract before it ended in June 2016 due to prolonged position vacancy and no interim assignment. Approval of this Agreement will allow the Department additional time to develop a Request for Proposals to solicit proposals for the provision of a new system that will allow for additional standards and requirements that move the State towards standardization of volunteer management and improved communications across the State and with other States.

Additionally, approval of this Agreement will allow the Contractor to continue to provide maintenance, technical support and web hosting for the Emergency System for Advanced Registration of Volunteer Health Professionals. The system is an electronic database of health care professionals who volunteer to provide aid during an emergency. The system registers health professional volunteers, applies emergency credentialing standards to registered volunteers, and allows for the verification of the identity, credentials, and qualifications of registered volunteers in an emergency. The system currently supports six (6) integrated volunteer programs with 2,864 emergency response volunteers and nineteen (19) volunteer teams, with additional twenty-two (22) New Hampshire Community Emergency Response Teams.

Each State is required by United States Department of Health and Human Services, Office of the Assistance Secretary for Preparedness and Response to independently develop, maintain, and operate an Emergency System for Advanced Registration for Volunteer Health Professionals to be used in the event of a local, state, or national public health emergency. States must have in place an effective management and inter-jurisdictional movement of volunteer health personnel in emergencies. This is best brought about through common definitions, standards, and protocols. The system will form a critical network to facilitate the deployment of willing, needed, and qualified health volunteers for an emergency.

The original contract was competitively bid in March 2011.

Language in the contract provides that, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

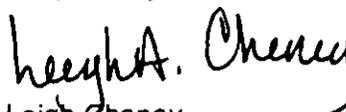
Should the Governor and Executive Council not authorize this request, the Department would likely be unable to manage the registration and deployment of professional volunteers in an emergency. Additionally, the State would not meet the federal requirements of having an emergency volunteer registry system.

Area served: Statewide

Source of Funds: 100% Federal Funds from United States Centers for Disease Control and Prevention, Hospital Preparedness Program, Catalog for Domestic Assistance, # 97.074 Federal Award Identification Number (FAIN) #U90TP000535; and 100% Federal Funds from United States Department of Health and Human Services, Hospital Preparedness Program, Catalog for Domestic Assistance, (CFDA) # 93.596 and 93.575, Federal Award Identification Number (FAIN) #1-026000618-B3.

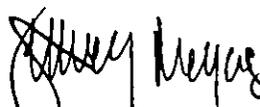
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Leigh Cheney
Director

Approved by:



Jeffrey A. Meyers
Commissioner



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

May 30, 2017

Jeffrey A. Meyers
Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Safer Institute as described below and referenced as DoIT No. 2017-086:

The purpose of this contract is for Safer Institute to continue to provide maintenance, technical support and web hosting for the Emergency System for Advance Registration of Volunteer Health Professionals. This is an electronic database of health care professionals who volunteer to provide aid during an emergency. The database allows for the verification of the identity, credentials, and qualifications of registered volunteers.

The price limitation of the contract is \$161,919 and is retroactive to July 1, 2016, effective upon Governor and Council approval through September 30, 2018.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish extending to the right.

Denis Goulet

DG/ik
DoIT No. 2017-086
RID # 20543

cc: Bruce Smith, IT Manager

Subject: Emergency System for Advance Registration of Volunteer Health Professional (SS-2017-ESU-01-EMERG) PART 1

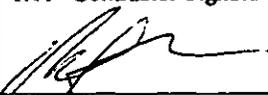
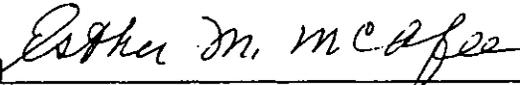
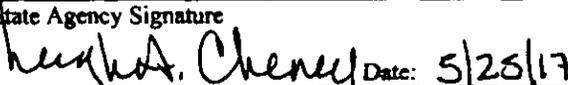
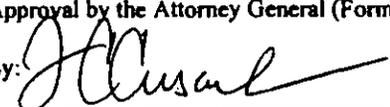
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301-3857	
1.3 Contractor Name Safer Institute		1.4 Contractor Address 31 Elbow Street Providence, RI 02903	
1.5 Contractor Phone Number 401-489-5927 (Office) 401-489-7585 (Fax)	1.6 Account Number 05-95-90-902510-22390000- 102-500731; 01-03-03- 030010-76950000-038-509038	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$161,919.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter J. Focis President	
1.13 Acknowledgement: State of <u>RI</u> , County of <u>Providence</u> On <u>5/24/17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Leigh A. Cheney, Director ESU	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>5/25/17</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/2/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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, formulac, 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.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
EMERGENCY SYSTEM FOR ADVANCE REGISTRATION OF VOLUNTEER HEALTH
PROFESSIONALS (ESAR-VHP)
CONTRACT 2017-086
PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

TERMS AND DEFINITIONS

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

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
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	The Safer Institute's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Safer Institute to perform the services required.
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 Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor,

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	which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3.. The documentation consisting of both the General 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
Contract Conclusion	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.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	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. (See Section 4: <i>Contract Management</i>)
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 the General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor/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.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor 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

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	the use, disclosure or theft of a the State's unencrypted non-public data.
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 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.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
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	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements

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	produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing 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 Executive Council	The New Hampshire Governor and Executive Council.
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.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by Safer Institute as essential to work on the Project.
Licensee	The State of New Hampshire
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 Information	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

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Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
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 data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 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.
Operational	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
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted 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
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	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

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	(CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
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.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Safer Institute believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Safer Institute. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Safer Institute that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as

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	described in the Contract.
Safer Institute	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software-as-a-Service (SaaS)	The capability provided to the State to use the Safer Institute'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.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written provisions 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	STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH, 03301 Reference to the term "State" shall include applicable agencies
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.
State's Confidential Records	State's information regardless of its form that is not subject to

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	public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	For SaaS applications means 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 Safer Institute's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Safer Institute.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
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 Proposal (CP).
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
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Safer Institute is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.

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User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
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
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays, except Class A Deficiencies are subject to Vendor coverage 7 days a week, 24 hours a day/ 365 days a year in accordance with Contract Document.
Work Plan	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 Part 3 Exhibit A. 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.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Health and Human Services ("State"), and Safer Institute, a Rhode Island non-profit Corporation, ("Safer institute"), having its principal place of business at 12 Bassett Street, 3rd Floor, Providence, RI, 02903.

The State of New Hampshire, acting through the Department of Health and Human Services seeks to procure the technical maintenance and support for the Commercial-Off-the-Shelf (COTS) software solution and associated services to provide a web-based registration system for the State of New Hampshire Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) system.

RECITALS

Whereas the State desires to have Safer Institute provide the technical maintenance and support for the Commercial-Off-the-Shelf Software System, and associated Services for the State;

Whereas Safer Institute wishes to provide the technical maintenance and support for the Commercial-Off-the-Shelf Software System, and associated Services for the State .

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2017-086) 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- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services - Reserved
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements

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Exhibit I- Work Plan
Exhibit J- Software Agreement
Exhibit K- Warranty
Exhibit L- Training Services - Reserved
Exhibit M- Agency RFP with Addendums, by reference - Reserved
Exhibit N- The Vendor Proposal, by reference - Reserved
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:

- a. State of New Hampshire, Department of Health and Human Services, Contract Agreement 2017-086, including Parts 1, 2, and 3.
- b. State of New Hampshire, RFP - Reserved
- c. Vendor Proposal Response to RFP - Reserved

2. CONTRACT TERM

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 ("Effective Date").

The Contract shall be retroactive to July 1, 2016 and through September 30, 2018.

Safer Institute shall commence work upon issuance of a Notice to Proceed by the State.

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT, FIRM FIXED PRICE

This is a non-exclusive, firm fixed price (FFP) contract with price and term limitations as set forth in the contract.

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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. Safer Institute shall not be responsible for any delay, act, or omission of such other vendors, except that Safer Institute 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 Safer Institute.

Notwithstanding any other provision of the Contract to the contrary, in no even shall total payments under the Contract exceed the price limitation in Block 1.8 in the General Provisions, P-37.

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Peter Fucci
Project Manager
12 Bassett Street, 3rd Floor
Providence RI 02903
Tel: 401-489-5927
Fax: 401-489-7585
Email: pfucci@saferinstitutue.org

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

Safer Institute shall assign a Project Manager who meets the requirements of the Contract. Safer Institute's selection of the Contracted Vendor 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 Safer Institute Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Safer institute'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 Safer Institute Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make

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binding decisions under the Contract, and shall function as Safer Institute's representative for all administrative and management matters. Safer Institute's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. Safer Institute'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. Safer Institutes's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 Safer Institute shall not change its assignment of Safer Institute Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Safer Institute's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Safer Institute Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. Safer Institute shall assign a replacement Safer Institute Project Manager within ten (10) business days of the departure of the prior Safer Institute Project Manager, and Safer Institute shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Safer Institute 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 Safer Institute in default and pursue its remedies at law and in equity, if Safer Institute fails to assign a Safer Institute Project Manager meeting the requirements and terms of the Contract.

4.2.5 Safer Institute Project Manager is:
Peter Fucci
Project Manager
12 Bassett Street, 3rd Floor
Providence RI 02903
Tel: 401-489-5927
Fax: 401-489-7585
Email: pfucci@saferinstitutue.org

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4.3 Safer Institute KEY PROJECT STAFF

4.3.1 Safer Institute shall assign Key Project Staff who meet the requirements of the Contract. The State may conduct reference and background checks on Safer Institute Key Project Staff. The State reserves the right to require removal or reassignment of Safer Institute's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Part 2 Section 4.6: *Background Checks*.

4.3.2 Safer Institute shall not change any Safer Institute Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Safer Institute Key Project Staff will not be unreasonably withheld. The replacement of Safer Institute Key Project Staff shall have comparable or greater skills than Safer Institute Key Project Staff being replaced.

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

4.3.3.1 Safer Institute Key Project Staff shall consist of the following individuals in the roles identified below:

Safer Institute's Key Project Staff:

Key Member(s)	Title
Peter Fucci	Project Manager
Peter Fucci	System Architect
Alex Potts	Project Engineer
Chris Daniels	Technical Advisor

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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:

David Rollins
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301
Tel: 603-271-9553
Fax: 603-271-3001
Email: dave.rollins@dhhs.nh.gov

4.5 STATE PROJECT MANAGER

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 Safer Institutes;
- c. Managing significant issues and risks.
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Adnela Alic
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301
Tel: 603-271-9475
Fax: 603-271-3001
Email: Adnela.alic@dhhs.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The Safer Institute 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 Safer Institute shall promote and maintain an awareness of the importance of securing the State's information among the Safer Institute's employees and agents.

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The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and Safer Institute Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State’s Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

Safer Institute 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.

Safer Institute may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. Safer Institute must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Safer Institute to be 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

Safer Institute 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 Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from Safer Institute 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 Contract Exhibit A: *Contract Deliverables*. The State will notify Safer Institute in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State’s receipt of Safer Institute’s written Certification. If the State rejects the Deliverable, the State shall notify Safer Institute of the nature and class of the Deficiency and Safer Institute shall correct the Deficiency within the period identified in the Work Plan. If no period for Safer Institute’s correction of the Deliverable is identified, Safer Institute shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Safer Institute of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Safer Institute fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Safer Institute to continue until the Deficiency is corrected,

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or immediately terminate the Contract, declare Safer Institute in default, and pursue its remedies at law and in equity.

5.4 SYSTEM/SOFTWARE REVIEW AND ACCEPTANCE

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

5.5 SECURITY

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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 area as identification, authentication, and non-repudiation.

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. See *Contract Agreement – Part 3 – Exhibit F; Testing* for detailed information on requirements for Security testing.

6. SOFTWARE

Safer Institute shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*.

6.1 COTS Software and Documentation

Safer Institute shall provide the State with ESAR-VHP Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

6.2 COTS Software Support and Maintenance

Safer Institute shall provide the State with COTS Software Technical maintenance and support Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

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7. WARRANTY

Safer Institute shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in *Exhibit K: Warranty and Warranty Services*.

8. SERVICES

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

8.1 ADMINISTRATIVE SERVICES

Safer Institute shall provide the State with the administrative Services set forth in the Contract, and particularly described in *Exhibit D: Administrative Services*.

8.2 IMPLEMENTATION SERVICES - Reserved

Not Applicable to this Contract.S

8.3 TESTING SERVICES

Safer Institute shall perform testing Services for the State set forth in the Contract, and particularly described in *Exhibit F: Testing Services*.

8.4 TRAINING SERVICES - Reserved

Not applicable to this Contract.

8.5 MAINTENANCE AND SUPPORT SERVICES

Safer Institute shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in *Exhibit G: System Maintenance and Support*.

9. WORK PLAN DELIVERABLE

Safer Institute shall provide a Work Plan as directed by the State for support and maintenance activities that impact the functionality of the system. The Work Plan shall include a detailed description of the Schedule, tasks, Deliverables, milestones, task dependencies, and payment Schedule. *See Exhibit I: Work Plan*.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Safer Institute from liability to the State for damages resulting from Safer Institute's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, Safer Institute must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Safer Institute or the

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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.

In the event additional time is required by Safer Institute 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 Safer Institute'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.

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 Work Plan or elements within the Work Plan.

10. CHANGE ORDERS

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 Safer Institute's receipt of a Change Order, Safer Institute shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Safer Institute 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 Safer Institute'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.

All Change Order requests from Safer Institute to the State, and the State acceptance of Safer Institute'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.

11. INTELLECTUAL PROPERTY

11.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Safer Institute.

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Safer Institute 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 Safer Institute's provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. Safer Institute 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.

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 Safer Institute 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.

11.2 STATE'S 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. Safer Institute shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with Safer Institute. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing, or service bureau use.

11.3 SAFER INSTITUTE'S MATERIALS

Subject to the provisions of this Contract, Safer Institute 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, Safer Institute shall not distribute any products containing or disclose any State Confidential Information. Safer Institute 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 Safer Institute employees or third party consultants engaged by Safer Institute.

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

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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.

11.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, nhresponds.org, etc., and any additional administrative sites>, 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.

11.5 CUSTOM SOFTWARE SOURCE CODE

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

11.6 SURVIVAL

This Contract Agreement Section 11: *Intellectual Property* shall survive the termination of the Contract.

12 USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, Safer Institute 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*). Safer Institute 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 Safer Institute's performance under the Contract.

12.2 STATE CONFIDENTIAL INFORMATION

Safer Institute shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Safer Institute in connection with its performance under the Contract, regardless of its form.

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Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) 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; (iii) 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 (iv) 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.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Safer Institute shall immediately notify the State if any request, subpoena or other legal process is served upon Safer Institute regarding the State Confidential Information, and Safer Institute 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.

In the event of the unauthorized release of State Confidential Information, Safer Institute 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.

12.3 SAFER INSTITUTE CONFIDENTIAL INFORMATION

Insofar as Safer Institute seeks to maintain the confidentiality of its confidential or proprietary information, Safer Institute must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Safer Institute considers the Software and Documentation to be Confidential Information. Safer Institute acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. 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. In the event the State receives a request for the information identified by Safer Institute as confidential, the State shall notify Safer Institute and specify the date the State will be releasing the requested information. At the request of the State, Safer Institute shall cooperate and assist the State with the collection and review of Safer Institute's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Safer Institute's sole responsibility and at Safer Institute's sole expense. If Safer Institute 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 Safer Institute, without any liability to Safer Institute.

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12.4 SURVIVAL

This Contract Agreement Section 12, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

13 LIMITATION OF LIABILITY

13.1 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 Safer Institute shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

13.2 Safer Institute

Subject to applicable laws and regulations, in no event shall Safer Institute be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Safer Institute's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to Safer Institute's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

13.3 STATE'S 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.

13.4 SURVIVAL

This Section 13: *Limitation of Liability* shall survive termination or Contract conclusion.

14 TERMINATION

This Section 14 shall survive the termination or Contract Conclusion.

14.1 TERMINATION FOR DEFAULT

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

- a. Failure to perform the Services satisfactorily or on schedule;

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

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

- a. Unless otherwise provided in the Contract, the State shall provide Safer Institute 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 Safer Institute fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Safer Institute 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 Safer Institute 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 Safer Institute during the period from the date of such notice until such time as the State determines that Safer Institute has cured the Event of Default shall never be paid to Safer Institute.
- c. Set off against any other obligations the State may owe to the Vendor 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 Safer Institute 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.

14.1.2 Safer Institute shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

14.1.3 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.

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14.2 TERMINATION FOR CONVENIENCE

- 14.2.1** The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Safer Institute. In the event of a termination for convenience, the State shall pay Safer Institute 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 Exhibit B, *Price and Payment Schedule*, of the Contract.
- 14.2.2** During the thirty (30) day period, Safer Institute 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.

14.3 TERMINATION FOR CONFLICT OF INTEREST

- 14.3.1** 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.

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 Safer Institute did not know, or reasonably did not know, of the conflict of interest.

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

14.4 TERMINATION PROCEDURE

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

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- a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, 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 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 Safer Institute and in which the State has an interest;
- e. During any period of service suspension, Safer Institute shall not take any action to intentionally erase any State data.
 1. In the event of termination of any services or agreement in entirety, Safer Institute 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
 2. After such period, Safer Institute 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.
- 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; and
- g. Safer Institute 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;
- h. Safer Institute shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

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Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.

- i. Provide written Certification to the State that Safer Institute has surrendered to the State all said property.
- j. Assist in Transition Services, as reasonably requested by the State at no additional cost.

15 CHANGE OF OWNERSHIP

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

16 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

16.1 Safer Institute 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.

16.2 Safer Institute shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, SubSafer Institutes, 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 Safer Institute of any of its obligations under the Contract nor affect any remedies available to the State against Safer Institute that may arise from any event of default of the provisions of the contract. The State shall consider Safer Institute to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

16.3 Notwithstanding the foregoing, nothing herein shall prohibit Safer Institute from assigning the Contract to the successor of all or substantially all of the assets or business of Safer Institute provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Safer Institute should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with Safer Institute, its successors or assigns for the full remaining term of the Contract; continue under the Contract with

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Safer Institute, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Safer Institute, its successors or assigns.

17 DISPUTE RESOLUTION

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.

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	Safer Institute	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	TBD	State Project Manager (PM)	5 Business Days
First	TBD	Director	10 Business Days
Second	TBD	Commissioner	15 Business Days

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.

18 ESCROW OF CODE

Safer Institute will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires Safer Institute to put the Safer Institute Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. The Vendor has made an assignment for the benefit of creditors;

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- b. The Vendor 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 Vendor's assets; or
- d. The Vendor or its Subcontractor terminates its maintenance and operations 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.

19. SAAS GENERAL TERMS AND CONDITIONS

19.1 TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

19.2 SHIPPING AND DELIVERY FEE EXEMPTION

The State will not pay for any shipping or delivery fees unless specifically itemized in the Contract

19.3 PROJECT WORKSPACE AND OFFICE EQUIPMENT

The State Department of Health and Human Services will work with Safer Institute to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Safer Institute's staff, if required.

19.4 ACCESS/COOPERATION

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Safer Institute with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Safer Institute to perform its obligations under the Contract.

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19.5 REQUIRED WORK PROCEDURES

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

19.6 WORK FOR HIRE

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

19.7 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 entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Safer Institute 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 Safer Institute access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Safer Institute 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 Safer Institute must use utmost care to protect and keep such software strictly

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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 Safer Institute. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

- e. That if Safer Institute 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.

19.8 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." Safer Institute understand and agree that use of email shall follow State standard policy (available upon request).

19.9 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).

19.10 REGULATORY GOVERNMENT APPROVALS

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

19.11 INSURANCE CERTIFICATE

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

19.12 EXHIBITS

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

19.13 VENUE AND JURISDICTION

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

19.14 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, the terms of the Exhibit D Section 3:

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Records Retention and Access Requirements, Exhibit D Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 14: Termination which shall all survive the termination of the Contract.

19.15 FORCE MAJEURE

Neither Safer Institute 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.

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

19.16 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.

TO SAFER INSTITUTE
PETER FUCCI
31 ELBOW STREET

PROVIDENCE, RI 02903
TEL: (401) 489-5927
EMAIL: pfucci@saferinstitute.org

TO STATE:
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND
HUMAN SERVICES – EMERGENCY
SERVICES UNIT
129 PLEASANT STREET
CONCORD, NH 03301
TEL: (603) 271-9475

19.17 DATA PROTECTION

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

- a. Safer Institute 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 Safer Institute applies to its own personal data and non-public data of similar kind.

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b. All data obtained by Safer Institute 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, Safer Institute is responsible for encryption of the personal data.

d. Unless otherwise stipulated, Safer Institute shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to Safer Institute. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

e. 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 Safer Institute or any party related to Safer Institute for subsequent use in any transaction that does not include the State.

f. Safer Institute shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

19.18. DATA LOCATION

Safer Institute shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at rest shall be located solely in data centers in the U.S. Safer Institute shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Safer Institute shall permit its personnel and contractors to access State data remotely only as required to provide technical support. Safer Institute may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

19.19. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

Safer Institute shall inform the State of any security incident or data breach in accordance with NH RSA.

a. Incident Response: Safer Institute 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 Safer Institute communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: Safer Institute shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

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c. Breach Reporting Requirements: If Safer Institute 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, Safer Institute 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.

19.20. BREACH RESPONSIBILITIES

This section only applies when a data breach occurs with respect to personal data within the possession or control of Safer Institute.

a. Safer Institute, 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.

b. Safer Institute, 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. Safer Institute shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) 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 services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of Safer Institute's breach of its contract obligation to encrypt personal data or otherwise prevent its release, Safer Institute shall bear the costs associated with:

- (1) the investigation and resolution of the data breach;
- (2) notifications to individuals, regulators or others required by State law;
- (3) a credit monitoring service required by State (or federal) law;
- (4) 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 Institute¹⁷ at the time of the data breach; and
- (5) complete all corrective actions as reasonably determined by Safer Institute based on root cause; all [(1) through (5)] subject to this Contract's limitation of liability.

19.21. NOTIFICATION OF LEGAL REQUESTS

Safer Institute 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

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contract, or which in any way might reasonably require access to the data of the State. Safer Institute 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.

19.22. ACCESS TO SECURITY LOGS AND REPORTS

Safer Institute shall provide reports to the State in a format as agreed to by both Safer Institute 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.

19.23. CONTRACT AUDIT

Safer Institute 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.

19.24. DATA CENTER AUDIT

Safer Institute 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. Safer Institute 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.

19.25. ADVANCE NOTICE

Safer Institute shall give advance notice (to be determined at the contract time and included in the SLA) 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.

19.26. SECURITY

Safer Institute 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 Safer Institute. For example: virus checking and port sniffing — the State and Safer Institute shall understand each other's roles and responsibilities.

19.27. NON-DISCLOSURE AND SEPARATION OF DUTIES

Safer Institute 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.

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19.28. IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from Safer Institute. This includes the ability for the State to import or export data to/from other service providers.

19.29. RESPONSIBILITIES AND UPTIME GUARANTEE

Safer Institute 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 Safer Institute. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

19.30. RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that Safer Institute remove from interaction with State any Safer Institute representative who the State believes is detrimental to its working relationship with Safer Institute. The State shall provide Safer Institute 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, Safer Institute shall immediately remove such individual. Safer Institute shall not assign the person to any aspect of the contract or future work orders without the State's consent.

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CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Safer Institute shall provide the State with hosting, technical support and maintenance for the New Hampshire Responds/ESAR-VHP System to ensure it continues to provide a secure, web-based, volunteer management system for the verification of credentials and qualifications of registered volunteers prior to an emergency.

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.

Pricing for Deliverables is set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Safer Institute shall provide a Work Plan as directed by the State for support and maintenance activities that impact the functionality of the system. The Work Plan shall include a detailed description of the Schedule, tasks, Deliverables, milestones, task dependencies, and payment Schedule. See Exhibit I: Work Plan.

The Work Plan may include some or all of the following activities, deliverables, or milestones:

ACTIVITY, DELIVERABLE OR MILESTONE	Deliverable Type	Completion Date
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES		
Work Plan including milestones as directed by the State for support and maintenance activities that impact the functionality of the system. .	written	Within 5 Days of approval to start work.
Status reports & updates	written	Per agreed upon Work Plan
SYSTEM SOFTWARE AND HARDWARE DELIVERABLES		
Software Licensing Agreements and Documentation	written	Per agreed upon Work Plan
SOFTWARE DEVELOPMENT and INTEGRATION:		

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ACTIVITY, DELIVERABLE OR MILESTONE	Deliverable Type	Completion Date
Configure and test backups including scheduling and reporting	software	Per agreed upon Work Plan
Develop and test custom and required reports	software	Per agreed upon Work Plan
SYSTEM DELIVERY & ACCEPTANCE TESTING:		
Test Plan and methodology	written	Per agreed upon Work Plan
Test configuration and networked equipment	non-software	Per agreed upon Work Plan
Test printing services, FTP services, backup/restore process, system management functions	non-software	Per agreed upon Work Plan
Unload and load new data	non-software	Per agreed upon Work Plan
Security Testing	non-software	Ongoing Process
Report testing (e.g. State defined reports, core reports, and adhoc reporting)	non-software	Per agreed upon Work Plan
WRITTEN DOCUMENTATION / REPORTS (HARDCOPY AND CDROM)		
Update Users Operation Manual	written	Will be updated with agreed upon business policies. Available in any format requested.
Documentation of backup software and procedures	written	Per agreed upon Work Plan
MAINTENANCE		
Annual maintenance and support, as specified in Exhibit G	Year 1	Ongoing
Annual maintenance and support, as specified in Exhibit G	Year 2	Ongoing
Annual maintenance and support, as specified in Exhibit G	Year 3 (3 mon)	Ongoing
Maintenance and operational contingency plan	written	Ongoing

2017-086 Exhibit A Contract Deliverables

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3. SAFER INSTITUTES TRAINING DELIVERABLES

RESERVED

4. SOFTWARE LICENSES

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

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PRICE AND PAYMENT SCHEDULE

1 DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$161,919 for the period between the July 1, 2016 through September 30, 2018. Safer Institute shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Safer Institute to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1 – System and Implementation Deliverables

ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERY DATE	PAYMENT
PROJECT MANAGEMENT ACTIVITIES/DELIVERABLES		
Work Plan including milestones as directed by the State for support and maintenance activities that impact the functionality of the system.	Within 5 days of receiving approval to start work	\$ Included
SYSTEM SOFTWARE AND HARDWARE DELIVERABLES		
Software Licensing Agreements and Documentation		\$ Included
SOFTWARE DEVELOPMENT and INTEGRATION:		
Configure and test backups including scheduling and reporting	Ongoing	\$ Included
Develop and test custom and required reports	On going	\$ Included
SYSTEM DELIVERY & ACCEPTANCE TESTING:		
Test Plan and methodology	Ongoing	\$ Included
Test configuration and networked equipment	Ongoing	\$ Included
Test printing services, File Transfer Protocol (FTP) services, backup/restore process, system management functions	Ongoing	\$ Included
Security Testing	Ongoing	\$ Included
Report testing (e.g. State defined reports, core reports, and adhoc reporting)		
WRITTEN DOCUMENTATION / REPORTS (HARDCOPY AND CDROM)		
Update Users Operation Manual	As directed by State	\$ Included

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Documentation of backup software and procedures	Ongoing	\$ Included
MAINTENANCE		
Annual maintenance and support, as specified in Exhibit B (includes escrow of code)	Year 1	\$71,964
	Year 2	\$71,964
	Year 3 (3 mon)	\$17,991
	Support and Maintenance Sub-total	\$161,919
Maintenance and operational contingency plan	Ongoing	\$Included
PROJECT CLOSE OUT		
Closeout Meeting	On or about September 30, 2018	\$Included
TOTAL		\$161,919

Table 2- Hosting, Support and Maintenance Deliverables

Maintenance Functionality	Monthly Rate
Hosting and Support Costs (24x7)	\$3,497
Ongoing Maintenance	\$2,500

2 TOTAL 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 **\$161,919** ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Safer Institute for all fees and expenses, of whatever nature, incurred by Safer Institute in the performance hereof.

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.

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3 INVOICING

Safer Institute 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. Safer Institute 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.

Safer Institute shall submit an invoice for the monthly fixed price in Table 2 Hosting, Support and Maintenance within ten (10) days from the last day of the month.

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.

Invoices shall be sent to:

Department of Health and Human Services
Emergency Services Unit
129 Pleasant Street, Concord, NH 03301

In the Event of Early Termination of this Agreement, the State will reimburse Safer Institute for support and maintenance up to the last month within the early termination date (a date prior to the Completion Date in Block 1.7 of the General Provisions, P-37).

4 PAYMENT ADDRESS

All payments shall be sent to the following address:

Safer Institute
31 Elbow Street, Providence, RI 02903

5 OVERPAYMENTS TO SAFER INSTITUTE

Safer Institute 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.

6 CREDITS

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

7 PROJECT HOLDBACK

RESERVED

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8 CONTRACT SECURITY/PERFORMANCE BOND
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Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the

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term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

- 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

2017-086 Exhibit C – Special Provisions

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9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

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18. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

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As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services. [Note: Use the Special Provisions section to show appropriate changes to the terms outlined in the General Provisions.]

REVISIONS TO P-37 GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of

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the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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1. STATE MEETINGS AND REPORTS

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

Safer Institute Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Status Meetings:** Participants will include, at the minimum, the Safer Institute Project Manager and the State Project Manager. These meetings will be conducted as needed and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Safer Institute shall serve as the basis for discussion.
- b. **The Work Plan:** must be reviewed at each Status Meeting and updated as needed.
- c. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

The State expects Safer Institute to prepare agendas and background for and minutes of meetings.

The Safer Institute Project Manager or Safer Institute Key Project Staff shall submit status as directed by the State in accordance with the Schedule and terms of this Contract. Safer Institute shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status;
2. Deliverable status;
3. Issues and concerns requiring resolution.
4. Report and remedies in case of falling behind Schedule

2.STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

Safer Institute 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*.

Safer Institute 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

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invoiced in the performance of their respective obligations under the Contract. Safer Institute 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.

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. Safer Institute shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Safer Institute's cost structure and profit factors shall 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

Safer Institute shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Safer Institute shall maintain records pertaining to the Services and all other costs and expenditures.

5. WORK HOURS

Safer Institute personnel working in the State of NH shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays, except Class A Deficiencies are subject to Vendor coverage 7 days a week, 24 hours a day/ 365 days a year in accordance with Contract Document.

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Safer Institute shall provide the State with the following services set forth in this Agreement.

1. TECHNICAL MAINTENANCE AND SUPPORT STRATEGY

1.1 Key Components

- A. Safer Institute shall employ a technical maintenance and support strategy
- B. Safer Institute and the State shall adopt an approach to identify and plan key strategies and communication initiatives.
- C. Safer Institute shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications.
- D. Safer Institute shall manage project execution and provide the tools needed to create and manage the technical maintenance and support tasks.

1.2 Timeline - Reserved

2. TECHNICAL MAINTENANCE AND SUPPORT METHODOLOGY

The Safer Institute team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following:

2.1 Hosted Server Access

- a. Definition of "Hosted Server Access" - Safer Institute will:
 - 1) Provide non-production access to a computer server or servers ("Hosted Server") with the operating system configuration.
 - 2) Make available the Hosted Server for customer access 24 hours per day, 7 days per week ("24x7") with the following exclusions:
 - a) Scheduled maintenance (at least once weekly – timing to be coordinated with the State);
 - b) Scheduled periods when backup of Hosted Server takes place – timing to be coordinated with the State;
 - c) Emergency (non-scheduled) outages,
 - d) Scheduled outages for application of patches or other modifications requested by the State;
 - e) Perform one (1) daily backup of development and test instances of Safer Institute programs and State test data present on the Hosted Server, and



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- f) Upon completion or termination of the Hosted Server Access, create a copy of State development and test instances, using a medium agreed upon in advance, to facilitate transition of such information to other computer hardware ("Decommission Backup"). Transition and migration services are not provided as part of the Services but may be acquired separately from Safer Institute.
- b. Conditions and assumptions related to Hosted Server Access:
- 1) State use of Hosted Server is limited to development, test, and demonstration activities related to Safer Institute programs, and the State will not use the instance(s) for production purposes or for any other purpose not expressly stated herein.
 - 2) Multiple customers may share the same computer server; the State instances shall be separated from other instances located on the same server using password protection.
 - 3) The State acknowledges that Safer Institute may use server and network equipment owned by Safer Institute or third-party hosting provider.
 - 4) The allocation of server resources is at Safer Institute's discretion. Requests for dedicated or additional servers, additional disk space, or other additional hardware will result in a higher fee.
 - 5) The equipment and network connections provided for the Services are designed to accommodate a maximum of two-hundred (200) users. Use by more than two-hundred (200) users at one time may affect the performance of the Hosted Server and may result in additional fees.

2.2 Network Services

- a. Definition of "Network Services" - Safer Institute will:
- 1) Assist with installation and configuration of network connectivity.
- b. Conditions and assumptions related to Network Services:
- 1) Costs for equipment, labor and services to maintain Internet connectivity from within Safer Institute facilities are Safer Institute's responsibility. The State is responsible for any equipment, labor, and/or services necessary to set-up and maintain Internet connectivity at the State and/or other third party sites. If the State requests special network equipment and configurations at a Safer Institute facility, the State shall be charged on a time and materials basis in accordance with time & materials as negotiated for acquiring and setting up such special network arrangements.
 - 2) If the State has been provided with a "loaner" communication equipment, the State shall maintain the equipment in a secure location, in the condition it was received, and shall not permit any use of the equipment other an (a) in connection with the Services, and (b) for access to the Hosted Servers or to third-party servers agreed upon by Safer Institute and the State. The State shall return the communication equipment to Safer Institute upon termination of the Network Services. Charges for Network Services will continue until the State returns all communications equipment in operational condition or reimburses Safer Institute for any loaner equipment that is not returned.
 - 3) The network equipment and connections provided by Safer Institute to deliver Network Services are designed to accommodate a maximum of two-hundred (200) users. Use by more

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than two-hundred (200) persons at one time may affect the performance of the network connection and may result in additional fees.

- 4) At the State's option, authorized third parties (e.g., software implementers, network providers) may be given limited access by Safer Institute to certain levels of the State's system through the VPN or through a separate network connection that meets Safer Institute's specifications.
- 5) The State is responsible for ensuring that its network and system complies with specifications that Safer Institute provides and, if the State is providing its own hosted servers, that all components of the Safer Institute's software environment are accessible through the VPN.
- 6) Safer Institute is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of Safer Institute such as bandwidth issues outside of Safer Institute's network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of Safer Institute's firewall or for any issues that are the responsibility of the State Internet Service Provider.

Upon termination, the State must return to Safer Institute all equipment provided or owned by Safer Institute.



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SECURITY AND INFRASTRUCTURE

1. SECURITY

- 1.1 Safer Institute shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services provided. Safer Institute 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.
- 1.2 Safer Institute will sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. This will be completed prior to system access being authorized, and on a regular basis as requested by DHHS.
- 1.3 Safer Institute will maintain proper security and privacy controls on its systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including but not limited to CMS Federal regulations, HIPAA/HITECH, RSA 359c. Ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 1.4 Safer Institute will develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 1.5 Safer Institute will provide to DHHS on an annual basis a written attestation of compliance, which will demonstrate proper policy, procedure, and technical operational security and privacy controls, policies, and procedures are in place and maintained within their organization and any applicable sub-contractors. Upon delivery of the report by the vendor, the vendor will immediately engage NH DHHS and schedule within 15 business days, a collaborative review of the written attestation report.
- 1.6 Safer Institute will provide to DHHS a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing DHHS data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). Safer Institute is required to produce at the time of destruction and provide upon request documented certification of data destruction.
- 1.7 When using third party service providers, if allowed by NH DHHS, to create, collect, access, transmit, or store State of NH data, additional documentation may be required by Safer Institute. Safer Institute also agrees to be responsible and ensure all security and privacy standards are upheld by any third party service provider in accordance to the agreement, federal, state, and local regulations.
- 1.8 Safer Institute will ensure all training materials, historical, current, or future, will not disclose, contain, and free or any confidential information.

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1.9 DHHS may from time to time audit the security mechanisms the vendor maintains to safeguard access to the State of NH information, systems and electronic communications. Audits may include examination of systems security, associated administrative practices, and requests for additional documentation in support and compliance of the agreement and or any contract entered into with DHHS.



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TESTING SERVICES

Safer Institute shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

Safer Institute shall bear all responsibilities for the full suite of test planning and preparation for all support and maintenance efforts that impact the functionality of the system. Safer Institute shall be responsible for all aspects of testing.

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)).

In addition, Safer Institute 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. Safer Institute shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation - Reserved

1.2 Unit Testing

In Unit Testing, Safer Institute 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.

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.

The Safer Institute 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.
Safer Institute Team Responsibilities	For application modules, conversions and interfaces the Safer Institute 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.
Work Product Deliverables	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

The system's maintenance and support activities that impact the functionality of the system are 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 System's maintenance and support activities meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Safer Institute 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 (IF APPROPRIATE). 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.
Safer Institute 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.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with Safer Institute to develop the Systems Integration Test specifications. • Work jointly with Safer Institute to develop and load the data profiles to support the test specifications. • Work jointly with Safer Institute to validate components of the test scripts, modifications, fixes and other System interactions with the Safer Institute 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 Validation Testing - Reserved

1.5 Installation Testing

In Installation Testing the application's maintenance and support activities that impact the system's functionality are installed in the System Test environment to test the installation routines and are

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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)

UAT begins upon completion of the Software configuration as required and user training. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that Safer Institute has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Safer Institute that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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.

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.

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.
Safer Institute Team Responsibilities	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.
State Responsibilities	Approve the development of the User Acceptance Test Plan and the set of data

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	<p>for use during the User Acceptance Test.</p> <ul style="list-style-type: none"> • Validate the acceptance test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance test results. • Work jointly with Safer Institute in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Description	<p>Product</p> <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 - Reserved

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failure in writing. The Vendor 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:

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) Safer Institute shall notify the State no later than five (5) business days from the Safer Institute's receipt of written notice of the test failure when Safer Institute expects the corrections to be completed and ready for retesting by the State. Safer Institute will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Safer Institute based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. Validate that the change/update has been properly incorporated into the program; and
 - 2. Validate that there has been no unintended change to the other portions of the program.
- d.) Safer Institute will be expected to:
 - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;



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2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 3. Manage the entire cyclic process.
- e.) Safer Institute will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, Safer Institute will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, Safer Institute will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9 Security Review and Testing

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.

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 of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and review.

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

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	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.

Prior to the System being moved into production Safer Institute 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 Successful UAT Completion - Reserved

1.11 System Acceptance - Reserved

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MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

Safer Institute shall maintain and support the system in all material respects as described in the applicable program documentation of maintenance through the Completion Date in Block 1.7 of the General Provisions, P-37.

1.1 Safer Institute's Responsibility

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

1.1.1 Maintenance Releases

Safer Institute 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.

1.1.2 Custom Software Licenses

The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up limited right and license to use, copy, modify and prepare derivative works of the Deliverables, subject to any restrictions of any third-party materials embodied in the Deliverables and disclosed to the State in Safer Institute's Proposal.

1.1.3 Custom Software, Interfaces, and Patches

All program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by Safer Institute as needed to meet the requirements, shall support and be compatible with the Safer Institute developed Custom software and interfaces

- 1.1.4 The State must notify Safer Institute of any service deficiencies with fixes or upgrades within ninety (90) days from performance of the services described in the ordering document.

2. SYSTEM SUPPORT

2.1 Safer Institute's Responsibility

Safer Institute 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.

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:



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MAINTENANCE AND SUPPORT SERVICES

a. **Class A Deficiencies** - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

b. **Class B & C Deficiencies** -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

3.1 Safer Institute shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 Safer Institute shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

3.3 For all maintenance Services calls, Safer Institute shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

3.4 Safer Institute must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

3.5 If Safer Institute fails to correct a Deficiency within the allotted period of time Stated above, Safer Institute shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part -2 Section 13.1.1.1 and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return Safer Institute's product and receive a refund for all amounts paid to Safer Institute, including but not limited to, applicable license fees, within ninety (90) days of notification to Safer Institute of the State's refund request

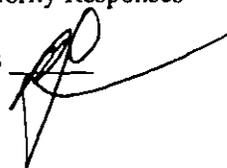
3.6 If Safer Institute fails to correct a Deficiency within the allotted period of time Stated above, Safer Institute shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part -2 Section 13.1.1.1 and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2.

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1. CONTRACT REQUIREMENTS

Safer Institute shall provide a fully operational Software Solution with the following functionalities:

GENERAL REQUIREMENTS		M/ O	Y/M/N	Vendor Comments
G-1	Vendor shall provide Project Staff as specified in the RFP.	M	Y	
G-2	Vendor shall provide detailed status reports on the progress of the Project as directed by the State.	M	Y	
G-3	All user, technical, and System Documentation as well as schedules, plans, status reports, and correspondence must be maintained as project documentation in MS Word and/or .pdf format as appropriate, stored on a secure FTP site supplied by the Vendor	M	Y	
TECHNICAL REQUIREMENTS		M/ O	Y/M/N	Vendor Comments
T-1	Web-based compatible and in conformance with the following W3C standards: XHTML 1.0 CSS 2.1 XML 1.0 (fourth edition)	M	Y	
T-2	MS SQL Server Database/ORACLE Database	M	Y	
T-3	GUI Interface Technologies	M	Y	
T-4	Windows XP; At a minimum, the System should support , Internet Explorer 11, and 128 bit encryption	M	Y	
SECURITY REQUIREMENTS		M/ O	Y/M/N	Vendor Comments
S-1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	



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S-2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Y	
S-3	Enforce unique user names.	M	Y	
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	O	Y	
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	O	Y	
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	
S-7	Expire passwords after 180 days	M	Y	
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Y	
S-9	Provide ability to limit the number of people that can grant or change authorizations	M	Y	
S-10	Establish ability to enforce session timeouts during periods of inactivity.	M	Y	
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	O	Y	
S-12	The application shall not store authentication credentials or sensitive Data in its code.	M	Y	
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y	
S-14	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.	M	Y	
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y	

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S-17	Use only the Software and System Services designed for use with the application. Data shall be protected from unauthorized use when at rest.	M	Y	
S-18	The application Data shall be protected from unauthorized use when at rest.	M	Y	
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
S-20	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y	
S-21	Create change management documentation and procedures	M		
HOSTING REQUIREMENTS OPERATIONS		M/O	Y/M/N	Vendor Comments
H-1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via Internet Browser	M	Y	
H-1.a	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Y	
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, SP3, Internet Explorer 6, and 128 bit encryption. The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Y	
H-2.a	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Y	

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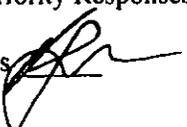
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H-3	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Y	
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y	
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55% with maximum dew point of 62 °F.	M	Y	
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y	
H-7	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at - full load for a period not less than 1 ½ days of operation.	M	Y	
H-8	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	O	Y	
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Y	
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Y	
H-11	Vendor must monitor the application and all servers.	M	Y	

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H-12	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Y	
H-13	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Y	
H-14	Vendor shall monitor System, security, and application logs.	M	Y	
H-15	Vendor shall manage the sharing of data resources.	M	Y	
H-16	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y	
H-17	The Vendor shall monitor physical hardware.	M	Y	
H-18	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Y	
HOSTING REQUIREMENTS - DISASTER RECOVERY		M/O	Y/M/N	Vendor Comments
H-19	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Y	
H-20	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Y	
H-22	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y	
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y	

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H-24	Scheduled backups of all servers must be completed to two (2) different media every 24 hours.	O	Y	
H-25	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y	
H-26	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y	
H-27	If State data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.	M	Y	
H-28	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Y	
HOSTING REQUIREMENTS – NETWORK ARCHITECTURE		M/ O	Y/M/N	Vendor Comments
H-29	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% per day uptime, exclusive of the regularly scheduled maintenance window.	M	Y	
H-30	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Providers or, must have their service supplied by a provider that has multiple feeds, so that a failure of the Internet connections will not interrupt access to the State application.	M	Y	
H-31	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Y	



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H-32	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server - resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Y	
HOSTING REQUIREMENT – NETWORK ARCHITECTURE		M/O	Y/M/N	Vendor Comments
H-33	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Y	
H-34	All logging should be done to central log server and retained per period of X days or months. This will allow log review and help prevent hackers from modifying log systems if access is gained.	M	Y	
H-35	If State Data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y	
H-36	All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, antispymware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection. (i.e. no persistent cookies will be allowed at end user stations)	M	Y	
H-37	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y	
H-38	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Y	

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H-39	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y	
H-40	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Y	
H-41	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y	
H-42	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Y	
H-43	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Y	
HOSTING REQUIREMENTS SERVICE LEVEL AGREEMENT		M/O	Y/A/N	Vendor Comments
H-44	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	
H-45	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y	
H-46	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y	
H-47	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday	M	Y	

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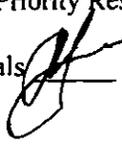
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	thru Friday EST;			
H-48	The Vendor response time for support shall conform to the specific Deficiency class as described in Sections 6.12.2, a & b;	M	Y	
H-49	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Y	
H-50	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y	
H-51	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y	
H-52	The Vendor will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	
H-53	The Vendor shall guarantee 99.9% uptime per day, exclusive of the regularly scheduled maintenance window	M	Y	
H-54	If The Vendor is unable to meet the 99.9% per day uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Y	
H-55	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Y	
H-56	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Y	

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H-57	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within thirty (30) days of release by their respective manufacturers.	M	Y	
H-58	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: <ul style="list-style-type: none"> • Server up-time • All change requests implemented, including operating system patches • All critical outages reported including actual issue and resolution • Number of deficiencies reported by class with initial response time as well as time to close. • System patching in support of H-57 	M	Y	
H-59	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.	M	Y	

8.1.1.1.1.1 Business Requirements Responses Specific to Federal ESAR-VHP Requirements

Vendor Response					Requirement / Deliverable	Type	Vendor Comm details for all responses
#	A	PA	UD	NA			
R1	X				Ability to add / update / delete volunteer information.	Required	
R2	X				Ability for volunteers to edit their own record.	Required	
R3	X				Ability for the system to notify the administrator when a volunteer record has been edited.	Required	
R4	X				Ability for local administrator to limit what fields a volunteer can and cannot edit.	Required	
R5	X				Ability for volunteers to create a username and password that allows them to register and then access their application when needed.	Required	
R6	X				Identify each volunteer with a unique identifier as defined in the ESAR-VHP Technical Guidelines (2007).	Required	
R7	X				Ability to register at least 200 volunteers simultaneously	Required	

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Vendor Response					Requirement / Deliverable	Type	Vendor Comm details for all responses
					without degradation to service of performance.		
R8	X				Record willingness of volunteer to participate in a Federally coordinated emergency response.	Required	
R9	X				Record and prioritize all volunteer affiliations (professional and emergency preparedness) and response commitments.	Required	
R10	X				Ability to collect information on volunteer deployment interests/requirements by specialty/resource type, deployment type, geography, time period, distance from specific map coordinate, travel restrictions, health constraints, and other items.	Required	
R11	X				Ability to allow the volunteer to remove or inactivate their record from the registry.	Required	
R12	X				Ability to designate volunteer as "active" or "inactive" and to reactivate volunteers.	Required	
R13	X				Ability to designate volunteer as a student.	Required	
R14	X				Ability to collect comments from volunteer upon completion of registration.	Required	
R15	X				Ability to input notes from administrators about volunteers into system that can only be viewed by administrators		
R16	X				Ability to upload or capture, display online, and store photos of volunteers.	Required	
R17	X				Ability to store one or more aliases or nicknames	Required	
R18	X				Ability to store up to six contact points per volunteer for notification, but not all are required. Email is also not required for registration	Required	
	A	PA	UD	NA			
D1	X				System must contain in its database, at a minimum, all of the data elements defined in the ESAR-VHP Technical Guidelines (2007). If unable, explain.	Required	
D2	X				Ability to collect other data elements as determined necessary by the State without customization charges.	Required	
D3	X				The acquisition, use, disclosure, and storage of identifiable health-information must all be consistent with federal and state health information privacy laws.		
D4	X				Ability to dynamically alter the required data elements 'on the fly'.	Required	
D5	X				Ability to report user-based data entry errors followed by precise instructions on how to correct errors	Required	
D6	X				Describe process for identifying who can add / modify data elements		
D7	X				Describe process for modifications.		

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Vendor Response					Requirement / Deliverable	Type	Vendor Comments for all responses
A	PA	UD	NA				
C1	X				Ability to collect up to four occupation types for a volunteer with the ability to prioritize occupation type if more than one is given.	Required	
C2	X				Ability to provide consent mechanism for volunteers to give permission for their credentials to be verified by the appropriate agency	Required	
C3	X				Ability to collect and store all information (such as number, type, expiration date, etc.) necessary to determine the credential level of a volunteer for all professions defined in the ESAR-VHP Technical Guidelines (2007) including but not limited to licensure or certification, education, training, experience, specialties, and other state licenses.	Required	
C4	X				Ability to support multiple field hardware solutions used in credentialing health care professionals.	Required	
C5	X				Ability to integrate with State licensure boards via Web service or trusted flat file sources to permit automatic licensure database updates using secure FTP or SOAP/XML.	Required	
C6	X				Ability to integrate with DEA, OIG, ABMS, AOA, FSMB, and other national licensure boards via Web service or trusted flat file sources as required by the ESAR-VHP Technical Guidelines (2007).	Required	
C7	X				Ability to track volunteer training and/or integrate with State Learning Management System to link training data with a volunteer's registration data.	Required	
C8	X				Ability to display real-time status report of each system integration, including a status history, to authorized administrators.	Required	
C9	X				Ability to automatically assign (in advance or on scene) and display online within volunteer profiles emergency credential levels as defined in the ESAR-VHP Technical Guidelines (2007).	Required	
C10	X				Ability to support on-scene registration of spontaneous volunteers and their credentialing.	Required	
C11	X				Ability for system to record and identify re-credentialing activities by status and date.	Required	
C12	X				Ability for system to be able to verify and process credential information updates on an initial, periodic, or on-demand basis.	Required	
C13	X				Ability to expand and support the National Incident Management System's (NIMS) credentialing guidelines.	Required	
C14	X				System must meet and exceed ASPR benchmarks for ESAR-VHP and provide a no-cost update to be compliant with new benchmarks as they become available. Compliance must be completed within 6 months of release of new guidelines.	Required	

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Vendor Response					Requirement / Deliverable	Type	Vendor Comm details for all responses
C15	X				Ability to perform manual updating of volunteer's credential information.	Required	
	A	PA	UD	NA			
T1	X				Ability to track information about volunteers during deployment. Provide a detailed explanation of the process.	Required	
T2	X				What kind of information can be tracked and stored? For example, event, location, times, affiliations, event type, other, etc...		Event, Location all personnel info
T3	X				Ability to create, manage, and deploy teams of volunteers using web-based tools that are also integrated into the notification system for availability checking.	Required	
Vendor Response					Requirement/Deliverable	Type	Vendor Comm details for all "I
T4	X				Ability to support the dynamic creation of groups and teams within the application. Each group and team supports a local administrator model for managing each unique site.	Required	
T5	X				Ability to maintain a history of volunteer deployments.	Required	
T6	X				Ability for a volunteer to print a receipt documenting deployment to an incident.	Required	
T7	X				Ability to electronically collect and store evaluations and after-action forms from volunteers at the conclusion of each deployment.	Required	
	A	PA	UD	NA			
RQ1	X				Ability to search volunteers in both simple and complex ways. For example the application should be able to support searching on multiple criteria (utilizing Boolean AND searches) covering all data elements routinely collected from volunteers. (For example, administrators should be able to search for registered nurses in Worcester who have Advanced Cardiac Life Support (ACLS), PALS, and fluency in Spanish.)	Required	
RQ2	X				Ability to report on the volunteers willingness to participate in emergency responses at the Federal level.	Required	
RQ3	X				Ability to generate reports on volunteer profession, availability, contact information, or experience to share with other cities/towns to maximize volunteer resource utilization during surge events.	Required	
RQ4	X				Ability to generate a report that lists the volunteers for a given 'active' event.	Required	
RQ5	X				Ability to run a report on each component of the volunteer tracking management module as a standard report set.	Required	
RQ6	X				Ability to generate reports with mail merge capability.	Required	
Vendor Response					Requirement/Deliverable	Type	Vendor Comm details for all "I
RQ7	X				Pre-built reports/queries included with system (list standard	Required	

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Vendor Response					Requirement / Deliverable	Type	Vendor Comments details for all responses
					reports).		
RQ8	X				Ability to create new reports/queries.	Required	
RQ12	X				Ability to print reports.	Required	
RQ13	X				Ability to export reports to PDF and CSV with single click.	Required	
RQ14	X				Ability to provide a volunteer summary report which provides a listed detail of the events that the volunteer has participated in.	Required	
RQ15	X				Ability to email report/query results directly from the system.	Required	
RQ16	X				Ability to share limited reports (ability to remove personal identifiers or Social Security number if applicable) with neighboring cities/towns/jurisdictions	Required	
RQ17	X				Ability to automatically generate periodic status reports on system (including number of volunteers registered) and email them to administrators	Required	
RQ18	X				Ability to print query results from screen via online Print Screen button.	Required	
	A	PA	UD	NA			
11	X				Ability to export selected volunteer information to a CSV or Excel file based on selected data elements.	Required	
15	X				Ability to import volunteer information, such as a flat file, into the system using a pre-defined template provided by the State.	Required	
	A	PA	UD	NA			
N1	X				Ability to send two-way notifications via voice, SMS (using an aggregator not using an Internet to SMS gateway), fax, pager (one-way and two-way), email, and fax.	Required	
N2	X				Ability to prioritize alerts by type and according to volunteer role.	Required	
Vendor Response					Requirement/Deliverable	Type	Vendor Comments details for all "I
N3	X				Ability to have alerts repeat for a specified number of times if a volunteer has not responded.	Required	
N4	X				Ability to send telephone messages using on-the-fly text-to-speech, uploaded audio, and pre-recorded audio messages.	Required	
N5		X			Ability to notify over 3,000 recipients per hour (given a 60 second message) via voice and over 60,000 recipients per hour via SMS, email, and fax. Solution must be hosted by the vendor and cannot be combined with any other system.	Required	
N6	X				Ability for recipients to respond via telephone, SMS, email, and call-in number to questions asked in the notification message. For example, "Are you available to respond to this disaster? Press 1 for yes, 2 for no, 3 for unsure, etc..." Up to nine response options are needed and they must be able to be composed on the fly.	Required	
N7	X				Ability to view responses to notifications in real-time on a per-	Required	

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Vendor Response					Requirement / Deliverable	Type	Vendor Comm details for all responses
					notification basis using a reporting dashboard.		
N8	X				Ability to send internal system messages.	Required	
N9		X			Ability for system to send volunteer information update reminders via internal message, email, phone, fax, pager, and SMS. For example: successful completion of the registration process; successful validation of the volunteer record; event activation notifications; expiring license; record update prompt; informational messages.	Required	
N10	X				Ability for system to send notification(s) to specific volunteers based on one or more data elements as criteria.	Required	
Vendor Response					Requirement/Deliverable	Type	Vendor Comm details for all "I
N11	X				Ability for system to track initiator of notification(s) with a minimum of 36-months of history.	Required	
N12	X				Ability to preview or test outbound messages prior to sending messages.	Required	
N13	X				Ability to create and save deployment notification groups.	Required	
N14	X				Ability to create and save notification messages.	Required	
N15	X				Ability to send attachments via both internal and email methods.	Required	
	A	PA	UD	NA			
O1	X				Ability to change the appearance of the product so that it represents the look and feel of the local units and administrators or the state.	Required	
O2	X				Ability to create event web pages, newsletters, and email on the application with html code.	Required	
O3	X				Ability to dynamically create unlimited numbers of events and activate volunteers specific to an event	Required	
O4	X				Ability for volunteers to accept or reject events online	Required	
O5	X				Ability to archive volunteer records or volunteer detail data without losing the information.	Required	
O6	X				Ability for administrators to post training, policy, and deployment documentation (directly or through web links).	Required	
O7		X			Ability for local administrators to customize features at their local level to include: the ability to post critical and informational messages and set an end date (which removes the message); tools for customizing the site; the ability to add relevant external links to the site; the ability to display the teams that a volunteer belongs to; support of state, regional, and team portal sites.	Required	
O8	X				Ability to interface with mobile devices.	Optional	
O9	X				Ability of system to interface with 3rd party volunteer registration systems	Optional	
	X				Ability of system to interface with GIS software	Optional	

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Initial All Pages:

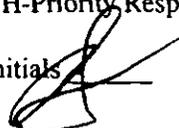
Safer Institute's Initials 

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PRIORITY RESPONSES

Vendor Response					Requirement / Deliverable	Type	Vendor Comments for all responses
	A	PA	UD	NA			
A1	X				Ability to define levels and types of system access.	Required	
A2	X				Ability to define user roles. Describe setting access rights to screens, functionality, and data.	Required	
A3	X				Allows for growth in the number of system users and administrators and is not limited in capacity	Required	
A8	X				Ability to access volunteers' data on site or from a staging area to verify their identity and credentials	Required	
A9	X				Ability to rapidly access and review information through the Internet at any time from any computer with Internet access (24/7/365). Additionally the solution must work via the Internet using current versions of Internet Explorer, Safari, Mozilla, and Firefox.	Required	
A10	X				Ability to support two-factor authentication.	Optional	
	A	PA	UD	NA			
AT1	X				Ability to track login/logout, data add/modify/delete, role changes, report generation at the user and administrator level.	Required	
	A	PA	UD	NA			
P1	X				Product must be web-based and have the ability to create unlimited numbers of administrative accounts with varying levels of access to the system and dynamically create unlimited numbers of events on the system.	Required	
P2	X				The product must have the ability to designate, in advance, assignments and locations for an event and assign tasks and locations to volunteers active in an event.	Required	
P3	X				Ability to dynamically extend administrative rights & privileges to volunteers in the system.	Required	
P4	X				Ability to create unlimited numbers of custom user roles in the system.	Required	
P5	X				Ability to manage double-counting of volunteers that are activated for events.	Required	
P6	X				Ability to schedule volunteers during events.	Required	
P27	X				Product must be "turn-key" and be considered Commercial-Off-The-Shelf (COTS) software.	Required	
P28	X				Product may not require the State to purchase any other hardware, software, or licenses to operate.	Required	
P29	X				Product must have Application Programming Interfaces (APIs) available in the application software to support integration with other applications. Describe what functionality and documentation is available for these API's.	Required	
TN1							

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WORK PLAN

Safer Institute's Project Manager and the State Project manager shall finalize a Work Plan within five (5) days of being notified of approved technical maintenance or support work. Continued development and management of the Work Plan is a joint effort on the part of Safer Institute and State Project Managers.

In conjunction with Safer Institute's Project Management methodology, which shall be used to manage the Project's life cycle. The Plan is documented in accordance with Safer Institute's Work Plan and shall utilize Microsoft Project Software to support the ongoing management of the Project.

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the technical maintenance and support tasks.
- 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.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Safer Institute shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Safer Institute Team reserves the right to perform that work at a facility other than that furnished by the State.
- The Safer Institute Team shall honor all holidays observed by Safer Institute or the State, although with permission, may choose to work on holidays and weekends.
-

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.
- 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 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. Safer Institute'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 Safer Institute 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.

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

D. Technical Environment and Management

- The State is responsible for providing the Internet access.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions - Reserved

F. Project Schedule

- Effective during the Contract Term, See Part 2, Section 2.

G. Reporting

- Safer Institute shall conduct status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation as directed by the State.

H. User Training and Change Management - Reserved

I. Performance Testing - Reserved

2. ROLES AND RESPONSIBILITIES

A. Safer Institute Team Roles and Responsibilities

1) Safer Institute Team Project Executive

The Safer Institute Team's Project Executives (Safer Institute and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the technical maintenance and support throughout the project life cycle.

2) Safer Institute Team Project Manager

The Safer Institute 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 Safer Institute Team. The Safer Institute Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Create and maintain a Work Plan;
- Assign Safer Institute Team consultants to tasks in the Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Safer Institute Team members;

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- Provide update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- 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;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals;
- Inform the State Project Manager and staff of any urgent issues if and when they arise; and
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) Safer Institute Team

The Safer Institute Team shall validate the Safer Institute Team's understanding of the State business requirements by application:

- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces; and
- Assist with the correction of configuration problems identified during system, integration and acceptance testing.

B. 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 technical maintenance and support. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads.

1) State Project Manager

The State Project Manager shall work side-by-side with the Safer Institute 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 project matters, provides all necessary support in the conduct of the 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:



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- Identify and secure the State project team members;
- Define roles and responsibilities of all State project team members assigned to the project;
- 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 tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform the Safer Institute Project Manager of any urgent issues if and when they arise; and
- Assist the Safer Institute team staff to obtain requested information if and when required to perform certain project tasks.

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 Project. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Assist in system, integration, and acceptance testing; and
- Attend Project meetings when requested.
-

3) State Technical Lead and Architect - Reserved

4) State Testing Administrator - Reserved

3. SOFTWARE APPLICATION

THERE IS NO SOFTWARE REQUIRED TO BE SUPPLIED BY THE STATE FOR THE SAFER INSTITUTE TO PERFORM THE ACTIVITIES OF THE CONTRACT.

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4. CONVERSIONS - Reserved

5. INTERFACES

NOT APPLICABLE – THERE ARE NO INTERFACES REQUIRED

6. APPLICATION MODIFICATION - Reserved

7. PRELIMINARY WORK PLAN - Reserved

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SOFTWARE LICENSE

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, Safer Institute 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.

2. SOFTWARE AND DOCUMENTATION COPIES

Safer Institute 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. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

3. RESTRICTIONS

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

- a. Remove or modify any program markings or any notice of Safer Institute'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.

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated documentation, shall remain with Safer Institute.

5. VIRUSES

Safer Institute shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, Safer Institute will use reasonable efforts to test the Software for viruses. Safer Institute shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, Safer Institute shall provide a master copy for comparison with and correction of the State's copy of the Software.

6. AUDIT

Upon forty-five (45) days written notice, Safer Institute may audit the State's use of the programs at Safer Institute's sole expense. The State agrees to cooperate with Safer Institute's audit and provide reasonable assistance and access to information. The State agrees that Safer Institute shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit.

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Notwithstanding the foregoing, Safer Institute's audit rights are subject to applicable State and federal laws and regulations.

7. SOFTWARE NON-INFRINGEMENT

Safer Institute 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.

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 Material infringe their intellectual property rights, Safer Institute shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Safer Institute in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Safer Institute control of the defense and any settlement negotiations; and
- c. Gives Safer Institute the information, authority, and assistance reasonably needed to defend against or settle the claim.

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.

If Safer Institute believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Safer Institute may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Safer Institute may end the license, and require return of the applicable Material and refund all fees the State has paid Safer Institute under the Contract. Safer Institute will not indemnify the State if the State alters the Material without Safer Institute's consent or uses it outside the scope of use identified in Safer Institute's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Safer Institute 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>. Safer Institute will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Safer Institute without Safer Institute's consent.

8. SOFTWARE ESCROW

8.1 Safer Institute represents and warrants that the currently existing source code for the software licensed to the State under the Contract, as well as the Documentation for such software, and developer comments to the source code for the software (the "Deposit Materials") have been deposited in an escrow account maintained at Guard-IT Corporation, 1250 S. Capital of Texas Hwy, Bldg 3, Ste 400, Austin, TX, 78746, "Escrow Agent") as required by this Contract. Future

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Deposit Materials for major version releases (e.g., 2011.x) of the software not otherwise delivered to the State Licensee as source code shall be deposited in the escrow account (normally within six (6) months after the first commercial shipment of each such release). Safer Institute shall promptly pay to the Escrow Agent all escrow fees that become due under the Escrow Agreement to maintain the Software in escrow.

- 8.2** Safer Institute agrees that, upon execution of this Contract, the State shall be added to the Escrow Agreement as a beneficiary. The Escrow Agent shall notify the State that it has been added as a subscriber within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, Safer Institute shall provide the State with written verification that the Software has been deposited with the Escrow Agent.
- 8.3** The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):
- (a) Safer Institute has made an assignment for the benefit of creditors;
 - (b) Safer Institute 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 Safer Institute's assets;
 - (d) Safer Institute terminates its maintenance and operations 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) Safer Institute defaults under the Contract; or
 - (f) Safer Institute ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.
- 8.4** In the event that Deposit Materials are released from escrow to the State, Safer Institute hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, 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 Safer Institute'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.
- 8.5** Safer Institute agrees to pay all costs associated with the escrow covered by this Contract, except for nominal fees to cover the cost of reproduction and distribution of release of the Deposit Materials to the State, including all related reasonable administrative expenses

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WARRANTY AND WARRANTY SERVICES

9 1. WARRANTIES

9.1 1.1 Services

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

9.2 1.2 Software

Safer Institute 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 Support and Maintenance warranty, the State's remedy, and Safer Institute's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Safer Institute cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Safer Institute 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 Safer Institute cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the fees paid to Safer Institute for the deficient services.

9.3 1.3 Non-Infringement

Safer Institute 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.

9.4 1.4 Viruses; Destructive Programming

Safer Institute 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.

9.5 1.5 Compatibility

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

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WARRANTY AND WARRANTY SERVICES

9.6 1.6 Services

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

9.7 1.7 Personnel

Safer Institute 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.

2. WARRANTY SERVICES

Safer Institute agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the State, in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, Terms and requirements of the Contract;
- c. Safer Institute shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, Safer Institute shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information; 6) resolved by 7) identifying number, i.e. work order number; 8) issue identified by.
- g. Safer Institute must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by Safer Institute no later than five (5) business days, unless specifically extended in writing by the State, and at no additional cost to the State.

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WARRANTY AND WARRANTY SERVICES

In the event Safer Institute fails to correct a deficiency within the allotted period of time, the State may, at its option, 1) declare Safer Institute in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return Safer Institute's product and receive a full refund for all amounts paid to Safer Institute, including but not limited to, any applicable license fees within (90) days of notification to Safer Institute of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare Safer Institute in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for ninety (90) days.

For subsequent modules or functions, the Warranty period will extend for ninety (90) days after each of the remaining major functions or modules, integrated successfully with the entire system, receives a Letter of Acceptance from the State.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, Safer Institute shall correct the Deficiency, and a new Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for ninety (90) consecutive calendar days.

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EXHIBIT L
TRAINING SERVICES

Produce Training Materials and End-User Documentation

The Safer Institute team shall lead the efforts to produce the training materials and end-user documentation.

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EXHIBIT M
NH DHHS - RFP 2011-063 (WITH ADDENDA) INCORPORATED

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EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

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CONTRACT 2017-086 - PART 3
EXHIBIT O
SPECIAL EXHIBITS, CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Contract Attachment A – Department of Health and Human Services' Special Exhibits D through J
- B. Contractor's Certificate of Vote/Authority
- C. Contractor's Certificate of Good Standing
- D. Contractor's Certificate of Insurance

2017-086 Exhibit O-Certificates and Attachments

Initial All Pages:

Safer Institute's Initials



Exhibit O

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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

ATTACHMENT A

New Hampshire Department of Health and Human Services
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: Safer Institute Inc.


 Name: Peter Fucci
 Title: President

Date

Contractor Initials

Date


 2 May 17

ATTACHMENT A

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: **Safer Institute Inc.**

12 May 17
Date

[Signature]
Name: Rita J. Fucci
Title: President

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



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 (I)(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: Safer Institute Inc.

12 May 12
Date

[Signature]
Name: Robert Francis
Title: President

Contractor Initials

Date

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.

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

New Hampshire Department of Health and Human Services
Exhibit G



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: **Safer Institute Inc.**

12 May 17
Date

Peter J. Fucci
Name: *Peter J. Fucci*
Title: *President*

[Signature]
12 May 17



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: **Safer Institute Inc.**

10 May 17
Date

Peter J. Fucci
Name: *Peter J. Fucci*
Title: *President*



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.



Exhibit I

- I. "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 Business



New Hampshire Department of Health and Human Services

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 PHI

RL

5/19/19



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

[Handwritten Signature]
[Handwritten Signature]



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.

[Handwritten Signature]
[Handwritten Signature]



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) l, 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.

NH DEPARTMENT OF HEALTH
AND HUMAN SERVICES

Safer Institute Inc.

The State

Name of the Contractor

Leigh A. Cheney
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Leigh A. Cheney
Name of Authorized Representative

Robert J. Fucci
Name of Authorized Representative

Director of DSO
Title of Authorized Representative

President
Title of Authorized Representative

5/25/17
Date

12 May 17
Date

Contractor Initials [Signature]
Date 12 May 17

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: **Safer Institute Inc.**


Date


Name: Anthony J. Fucci
Title: President






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: 270465819

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

X NO _____ YES

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

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

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

X 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: <u>Peter Fucci</u>	Amount: <u>\$9,000</u>
Name: _____	Amount: _____