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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

October 15, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, to enter into a **sole source** agreement with Scientific Technologies Corporation (Vendor #173134-B001), 4400 E Broadway Blvd, Suite 705, Tucson, AZ 85711, in an amount not to exceed \$87,800.00, for the purpose of development of the NH Electronic Disease Surveillance System and the Patient Reporting Investigating Surveillance Manager system, to be effective October 29, 2014 or date of Governor and Council approval, whichever is later, through July 31, 2015.

100% Federal Funds

Funds to support this request are available in the following accounts for SFY 2015, and are anticipated to be available in SFY 2016 upon availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, and amend the related terms of the contract without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902510-5189 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HIV PREVENTION PROGRAM

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Program Services	90024000	\$37,800
			Sub-Total	\$37,800

05-95-90-903010-1835 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Program Services	90183523	\$45,000
SFY 2016	102-500731	Contracts for Program Services	90183523	\$5,000
			Sub-Total	\$50,000
			Total	\$87,800

EXPLANATION

The Department is requesting **Sole source** approval of this Contract because Scientific Technologies Corporation is the only vendor that can make improvements to the existing disease surveillance systems known as the NH Electronic Disease Surveillance System (NHEDSS), which is an STC-licensed product, and the Patient Reporting Investigating Surveillance Manager (PRISM), a no-cost software that is integrated in the NHEDSS system. This agreement provides the tracking and management of infectious disease cases required to be reported to the Department of Health and Human Services by law.

Funds in this agreement will be used for development of NHEDSS and PRISM to create data export and system maintenance modules by implementing case notification messaging to the Centers for Disease Control and Prevention, improve capability of the system to receive electronic laboratory reports, and enhance alerting and outbreak detection and management features. Enhancements to both systems will streamline business processes and allow the state to more efficiently respond to infectious disease cases and outbreaks. These systems offer timely web-based access to infectious disease case information by multiple users, and are partially integrated to allow for single sign-on, queries across both systems to identify co-infections, and user authentication as PRISM does not have this capability alone as a system.

The Bureau of Infectious Disease Control investigates, manages, and analyzes data for over 60 reportable diseases with more than 8,000 disease reports received each year. NHEDSS is used for the management of most of these diseases and PRISM is used specifically to track sexually-transmitted diseases, which require specialized database management and reporting features.

Should Governor and Executive Council not authorize this Request, the Division will not be able to meet federal grant requirements related to reporting data, and the Division's capacity to detect, investigate, and control infectious diseases as required by law, will not be enhanced.

The following performance measures will be used to measure the effectiveness of the agreement:

- Delivery of the Project Plans to the State within 10 business days of procurement.
- All PRISM deliverables met as described in Part 3, Exhibit A of the Contract by December 31, 2014.
- State Acceptance of NHEDSS improvements as describes in Part 3, Exhibit A of the Contract.

Area served: Statewide.

Source of Funds is 100% Federal Funds from the Centers for Disease Control and Prevention, HIV Prevention and Epidemiology, Federal Award Identification Number U62PS003655, and Laboratory Capacity Grant Programs, Federal Award Identification Number U50CK000427.

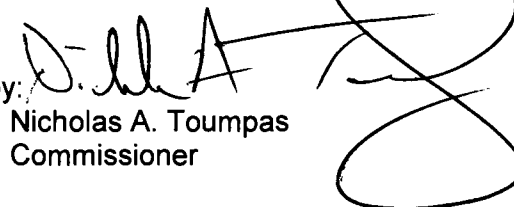
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
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

Steven J. Kelleher
Acting Commissioner

October 16, 2014

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Scientific Technologies Corporation, Inc. for enhancements to several public health systems utilized by the Division of Public Health Services, as described below and referenced as DoIT No. 2015-009.

This contract is for enhancements to the Sexually Transmitted Disease (STD) Patient Reporting Investigating Surveillance Manager (PRISM) and the New Hampshire Electronic Disease Surveillance System (NHEDSS). The project includes the creation of reporting and administrative modules for the STD PRISM system and the enhancement of the current NH Electronic Disease Surveillance System (NHEDSS) through the addition of case notifications to the Centers for Disease Control and Prevention (CDC) in a standard HL7 format, the improvement of existing electronic laboratory reporting (ELR) functionality, and the enhancement of reporting and alerting features. The amount of the contract is \$87,800 and it shall be effective upon Governor and Executive Council approval through July 31, 2015.

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 that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/ltn
Contract 2015-009

cc: Heather Barto, DHHS
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NHEDSS AND PRISM DEVELOPMENT WORK
CONTRACT 2015-009
AGREEMENT- PART 1**

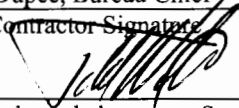
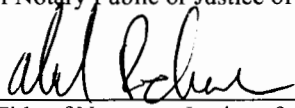

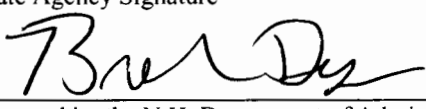
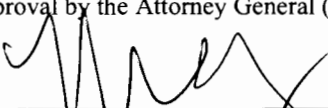
Subject: Scientific Technologies Corporation System NHEDSS and PRISM Development Work

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health & Human Services		1.2 State Agency Address 129 Hazen Drive Concord, NH 03301-3857	
1.3 Contractor Name Scientific Technologies Corporation		1.4 Contractor Address 8444 N. 90 th St., Suite 100 Scottsdale, AZ 85258	
1.5 Contractor Phone Number 480-745-8500	1.6 Account Number 05-95-90-902510-5189-102-500731 05-95-90-903010-1835-102-500731	1.7 Completion Date 07/31/2015	1.8 Price Limitation \$87,800
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4483	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Todd Watkins, President	
1.13 Acknowledgement: State of <u>New Mexico</u> , County of <u>Bernalillo</u> On <u>10/13/2014</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] 		<div style="text-align: center;">  <p>OFFICIAL SEAL Abel Rocha NOTARY PUBLIC - STATE OF NEW MEXICO</p> </div> My Commission Expires: <u>03-07-2018</u>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Abel Rocha, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>10/17/14</u> Megan A. Yapple - Attorney			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the

Contractor Initials IAW
Date 10/13/2014

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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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
NHEDSS AND PRISM DEVELOPMENT WORK
CONTRACT 2015-009- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Scientific Technologies Corporation shall provide technical services to the State to perform development work within the following specific areas: 1. create a report module and a maintenance module for the Patient Reporting Investigating Surveillance Manager (PRISM) system, and 2. enhance the NH Electronic Disease Surveillance System (NHEDSS) alerting functionality, implement case notification to the Centers for Disease Control and Prevention (CDC) in a standard HL7 format, and improve existing electronic laboratory reporting (ELR) functionality. This project is proposed as a sole source contract because STC is the only vendor that can make enhancements to NHEDSS, which is an STC-licensed product. PRISM is GNU software that is integrated in the NHEDSS system, and so STC is the only vendor that can modify NH's PRISM installation and still maintain integration with the NHEDSS product. The contract will include development work with associated timelines and key deliverables described. These Services will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan. The deliverables are in two phases beginning with the PRISM work, which must be completed by December 31, 2014, followed by the NHEDSS enhancement, which must be completed by July 31, 2015.

Prior to the commencement of work on Non-Software and Written Deliverables, Scientific Technologies Corporation shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NHEDSS AND PRISM DEVELOPMENT WORK
CONTRACT 2015-009- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 PRISM Implementation Schedule – Activities / Deliverables / Milestones

<u>Project management</u>		Week Number
Conduct Project Kickoff Meeting	Non-software	Week 1
Project work plan, including milestones	Written	Week 1-2
Validation of Requirements	Written	Week 2-3
Design documentation	Written	Week 3-4
Status reports/meetings and update to work plan	Non-software	Weekly meetings
<u>System software</u>		
Set up and configure Report Module for New Hampshire	Software	Week 3-10
Set up and configure Administration Module for New Hampshire	Software	Week 3-10
System ready for review and user testing	Software	Week 6-9
System walkthrough/review	Non-software	Week 6-9
<u>User acceptance test (UAT)</u>		
Test plan and scripts	Written	Week 7-9
Test functionality	Non-software	Week 8
Test security	Non-software	Week 8
Support State during UAT / Share ALL Testing Results with State Project Team	Non-software	Week 8-10
State Acceptance of System (after UAT)	Written	Week 9-10
State Acceptance of Report Module (after UAT)	Written	Week 9-10
State Acceptance of Administration Module (after UAT)	Written	Week 9-10
<u>Training</u>		
Training plan and schedule	Written	Week 5
Train users	Non-software	Week 6

2015-009 Exhibit A Contract Deliverables

Initial and Date All Pages

Contractor's Initials:

Date:

[Handwritten Signature]
10/11/2014

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NHEDSS AND PRISM DEVELOPMENT WORK
CONTRACT 2015-009- PART 3
EXHIBIT A
CONTRACT DELIVERABLES

Set up and configure Administration Module for New Hampshire	Software	Week 3-10
Other		
Deployment plan	Written	Week 3
User operation manual	Written	Week 7-8
User support plan	Written	Week 7-9
Project close out meeting and holdback payment	Non-software	Week 10

2.1 NHEDSS Implementation Schedule – Activities / Deliverables / Milestones

<u>Project management</u>			Week Number
Conduct Project Kickoff Meeting	Non-software		Week 1
Project work plan, including milestones	Written		Week 1-2
Validation of Requirements	Written		Week 2-3
Design documentation	Written		Week 4-5
Status reports/meetings and update to work plan	Non-software		Bi-weekly meetings
<u>System software</u>			
System walkthrough/review	Non- software		Week 15
Selected system enhancements developed	Software		Week 15 -30
System walkthrough/review (CDC message mapping guides for specified diseases)	Software		Week 30-38
<u>User acceptance test (UAT)</u>			
Test plan and scripts	Written		Week 15-16
Test functionality	Non-software		Week 19-20

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NHEDSS AND PRISM DEVELOPMENT WORK
CONTRACT 2015-009- PART 3
EXHIBIT A
CONTRACT DELIVERABLES**

Test functionality (CDC message mapping guides for specified diseases)	Non-software	Week 30-36
Support State during UAT/ Share ALL Testing Results with State Project Team	Non-software	Week 37-38
State Acceptance of alert rule changes (after UAT)	Written	Week 37-38
State Acceptance of group assign option (after UAT)	Written	Week 37-38
State Acceptance of addition of electronic lab reporting fields (after UAT)	Written	Week 37-38
State Acceptance of CDC message mapping guide implementation (after UAT)	Written	Week 37-38
<u>Training</u>		
Training plan and schedule	Written	Week 20
<u>Deployment</u>		
User operation manual	Written	Week 30
User support plan	Written	Week 30
<u>Other</u>		
Project close out meeting and holdback payment	Non-software	Week 38-40

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

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 & HUMAN SERVICES
NHEDSS AND PRISM DEVELOPMENT WORK
CONTRACT 2015-009-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$87,800 for the period between the Effective Date through July 31, 2015. Scientific Technologies Corporation shall be responsible for performing its obligations in accordance with the Contract. All billable work must be completed by December 31, 2014 for PRISM and July 31, 2015 for NHEDSS. This Contract will allow Scientific Technologies Corporation to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

1.1.1 PRISM Pricing Table

<u>Project management</u>		Week Number	
Conduct Project Kickoff Meeting	Non-software	Week 1	
Project work plan, including milestones	Written	Week 1-2	
Validation of Requirements	Written	Week 2-3	\$5,000
Design documentation	Written	Week 3-4	
Status reports/meetings and update to work plan	Non-software	Weekly meetings	
<u>System software</u>			
Set up and configure Report Module for New Hampshire	Software	Week 3-10	
Set up and configure Administration Module for New Hampshire	Software	Week 3-10	
System ready for review and user testing	Software	Week 6-9	
System walkthrough/review	Non-software	Week 6-9	

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PRICE AND PAYMENT SCHEDULE

<u>User acceptance test (UAT)</u>			
Test plan and scripts	Written	Week 7-9	
Test functionality	Non-software	Week 8	
Test security	Non-software	Week 8	
Support State during UAT / Share ALL Testing Results with State Project Team	Non-software	Week 8	
State Acceptance of Report Module (after UAT)	Written	Week 9-10	\$11,600
State Acceptance of Administration Module (after UAT)	Written	Week 9-10	\$17,400
<u>Training</u>			
Training plan and schedule			
Train users			
<u>Other</u>			
Deployment plan	Written	Week 3	
User operation manual	Written	Week 7-8	
User support plan	Written	Week 7-9	
Project close out meeting and holdback payment	Non-software	Week 10	\$3,800
Total			\$37,800

1.1.2 NHEDSS Pricing Table

<u>Project management</u>		Week Number	
Conduct Project Kickoff Meeting	Non-software	Week 1	

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Project work plan, including milestones	Written	Week 1-2	
Validation of Requirements	Written	Week 2-3	\$5,000
Design documentation	Written	Week 4-5	
Status reports/meetings and update to work plan	Non-software	Bi-weekly meetings	
System software			
Customize Alert Rule parameters	Software	Week 8-10	
Create a group assign option	Software	Week 11-15	
Create additional electronic lab reporting fields	Software	Week 16-17	
Implement CDC message mapping guides for specified diseases	Software	Week 19-29	
System walkthrough/review	Non- software	Week 15	
Selected system enhancements developed	Software	Week 15 -30	
System walkthrough/review (CDC message mapping guides for specified diseases)	Software	Week 30-38	
User acceptance test (UAT)			
Test plan and scripts	Written	Week 15-16	
Test functionality	Non-software	Week 19-20	
Test functionality (CDC message mapping guides for specified diseases)	Non-software	Week 30-36	
Support State during UAT/ Share ALL Testing Results with State Project Team	Non-software	Week 37-38	
State Acceptance of alert rule changes (after UAT)	Written	Week 37-38	\$14,000
State Acceptance of group assign option (after UAT)	Written	Week 37-38	\$18,000
State Acceptance of addition of electronic lab reporting fields (after UAT)	Written	Week 37-38	\$4,000
State Acceptance of CDC message mapping guide implementation (after UAT)	Written	Week 37-38	\$4,000

2015-009 Exhibit B-Price and Payment Schedule

Initial and Date All Pages

Contractor's Initials: *JAA*

Date: *10/11/2014*

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<u>Training</u>			
Training plan and schedule	Written	Week 20	
<u>Deployment</u>			
User operation manual	Written	Week 30	
User support plan	Written	Week 30	
<u>Other</u>			
Project close out meeting and holdback payment	Non-software	Week 38-40	\$5,000
Total			\$50,000

Contract Not to exceed: \$87,800

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 \$87,800.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Scientific Technologies Corporation for all fees and expenses, of whatever nature, incurred by Scientific Technologies Corporation 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.

3. INVOICING

Scientific Technologies Corporation 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. Scientific Technologies Corporation 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. All billable work must be completed by December 31, 2014 for PRISM and July 31, 2015 for NHEDSS.

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:

Shelley Swanson
Bureau of Infectious Disease Control

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PRICE AND PAYMENT SCHEDULE**

Division of Public Health Services
New Hampshire Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301-6504
Phone: 603-271-7635
Email: sswanson@dhhs.state.nh.us

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Scientific Technologies Corporation
8444 N. 90th St., Suite 100
Scottsdale, AZ 852585

5. OVERPAYMENTS TO SCIENTIFIC TECHNOLOGIES CORPORATION

Scientific Technologies Corporation 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 Scientific Technologies Corporation's invoices with appropriate information attached.

7. PROJECT HOLDBACK

The State will withhold 10% of the agreed Deliverables pricing for System setup and Testing tendered by the Vendor in this engagement until February 15, 2015 for PRISM and September 15, 2015 for NHEDSS.

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SPECIAL PROVISIONS

1. SPECIAL PROVISIONS

1.1 Contractor's 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. **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.

2. **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.

3. **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 Contractor's 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 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:

- 3.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 3.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 3.3. 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

2015-009 Exhibit C – Special Provisions

Initial and Date All Pages:

Contractor's Initials:

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10/9/2014

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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.

4. **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:

4.1. 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.

4.2. 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.

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

5. **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.

6. **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

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right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

7. **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:

7.1. 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.

8. **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.

9. **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.

10. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform 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:

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

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JAW

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STATE OF NEW HAMPSHIRE
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10.2. 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

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

10.4. 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.

11. 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. Nonprofit 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>.

12. 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.

13. 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.

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(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

2. REVISIONS TO GENERAL PROVISIONS

1.1 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 the General Provisions, Account Number, 05-95-90-902010-5260-102-500731 or any other account, in the event funds are reduced or unavailable.

1.2 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.

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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.

1.3 SUBPARAGRAPH 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella liability coverage in the amount of \$4,000,000 per occurrence.

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10/9/2014

Initial and Date All Pages:

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STATE OF NEW HAMPSHIRE
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CONTRACT 2015-009-PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

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

- a. **Kickoff Meeting:** Participants will include the State and Scientific Technologies Corporation Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the Scientific Technologies Corporation Project Manager and the State Project Manager. These meetings will be conducted weekly for the PRISM project and biweekly for the NHEDSS work to address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Scientific Technologies Corporation shall serve as the basis for discussion.
- c. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis for PRISM and bi-weekly basis for NHEDSS, in accordance with the Contract.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. **Exit Meeting:** Participants will include Project leaders from Scientific Technologies Corporation and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Scientific Technologies Corporation to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Scientific Technologies Corporation's responsibility.

The Scientific Technologies Corporation Project Manager or Scientific Technologies Corporation Key Project Staff shall submit weekly status reports for PRISM and bi-weekly status reports for NHEDSS in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Scientific Technologies Corporation's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Project status reports shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution; and
7. Report and remedies in case of falling behind Schedule.

2015-009 Exhibit D Administrative Services

Initial and Date All Pages

Contractor's Initials:



Date: 10/11/2014

STATE OF NEW HAMPSHIRE
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ADMINISTRATIVE SERVICES

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

2. STATE-OWNED DOCUMENTS AND DATA

Scientific Technologies Corporation 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, Scientific Technologies Corporation 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

Scientific Technologies Corporation 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*.

Scientific Technologies Corporation and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Scientific Technologies Corporation 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. Scientific Technologies Corporation 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 Scientific Technologies Corporation'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

Scientific Technologies Corporation shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the

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ADMINISTRATIVE SERVICES**

accounting system and Scientific Technologies Corporation shall maintain records pertaining to the Services and all other costs and expenditures.

5.WORK HOURS

Scientific Technologies Corporation 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. Changes to this schedule may be made upon agreement with the State Project Manager.

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EXHIBIT E
IMPLEMENTATION SERVICES**

Scientific Technologies Corporation shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. Scientific Technologies Corporation shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:
- B. Scientific Technologies Corporation and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The Scientific Technologies Corporation team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. Scientific Technologies Corporation 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, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- F. Scientific Technologies Corporation shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- G. Scientific Technologies Corporation shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Scientific Technologies Corporation's Project management tracking software and processes will be used for managing the Project.

1.2.1 Project Infrastructure

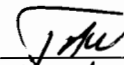
The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure. Scientific Technologies Corporation shall work with the State Department of Information Technology to ensure that the system setup and configured properly to operate and that communication occurs between the NHEDSS and PRISM systems.

2015-009 Exhibit E

Initial and Date All Pages

Contractor's Initials:

Date:


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IMPLEMENTATION SERVICES

1.2.2 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.3 Change Management and Training

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

2. PROJECT MANAGEMENT METHOD

Scientific Technologies Corporation shall follow a custom designed project management methodology from Agile Project Management and Water Fall (Project Management Institute - PMI) Project Management. The approach has adapted portions of Agile and Water Fall to provide the ability to be more iterative and flexible. STC shall conduct a "Fit for Purpose"/ "Client Fit" review that will enable STC to tailor the project management approach based upon the needs and experience of the State. The approach incorporates Gates (Customer sign-off prior to moving to next phase) to ensure we are meeting the customer's needs.

Scientific Technologies Corporation has provided an outline of project management.

A standard project will have the following:

1. Requirements Gathering / Review – Client Sign-off
2. Communications Plan
 - a. Communications Matrix / Plan
 - b. Roles & Responsibilities.
 - c. RASCI - Responsibility Assignment Matrix
3. Risk Management
 - a. Risks that are considered High-Impact and High-Probability
 - b. An approved mitigation plan.
 - c. Mitigation plans for; High- Probability and Medium-Impact, Medium Probability and High-Impact
4. Change Management – All have client Sign-off
5. Project Issue Management
6. Project Management Schedule / Plan
7. Status Reports
8. Go-Live
 - a. Go-Live Go/No-Go – Client Sign-off
 - b. Go-Live Plan
9. Project Close / Transition to Maintenance Plan – Client
 - a. Sign-off

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IMPLEMENTATION SERVICES**

- 10. Lessons Learned
- 11. Other

Project Management Tools:

- 1. Project Schedules are created with Microsoft Project 2010 or 2013.
- 2. Confluence Project Site – Each client / project has a Confluence Project Site. This is similar to SharePoint but it is integrated with the Scientific Technologies Corporation software development tool, Jira.

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SECURITY AND INFRASTRUCTURE**

1. SECURITY

Scientific Technologies Corporation shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Exhibit H and in Exhibit F, Section 1.9, Security Review and Testing. Scientific Technologies Corporation 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.

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TESTING SERVICES**

Scientific Technologies Corporation shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

Scientific Technologies Corporation shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project for those changes Scientific Technologies Corporation performs. Scientific Technologies Corporation will also provide training as necessary to the State staff responsible for test activities. Scientific Technologies Corporation shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

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

In addition, Scientific Technologies Corporation 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. Scientific Technologies Corporation shall also correct Deficiencies and support required re-testing.

1.1 Test Planning and Preparation

Scientific Technologies Corporation shall provide the State with an overall Test Plan that will guide all testing. The Scientific Technologies Corporation provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Scientific Technologies Corporation's Project Manager's Certification, in writing, that Scientific Technologies Corporation's own staff has successfully executed all prerequisite Scientific Technologies Corporation testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from Scientific Technologies Corporation that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Scientific Technologies Corporation's development

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environment. Scientific Technologies Corporation must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

In Unit Testing Scientific Technologies Corporation 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 Scientific Technologies Corporation 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.
Scientific Technologies Corporation Team Responsibilities	For application modules, conversions and interfaces the Scientific Technologies Corporation 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 Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Scientific Technologies Corporation team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

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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.
Scientific Technologies Corporation 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 Scientific Technologies Corporation to develop the Systems Integration Test Specifications. • Work jointly with Scientific Technologies Corporation to develop and load the data profiles to support the test Specifications. • Work jointly with Scientific Technologies Corporation to validate components of the test scripts, modifications, fixes and other System interactions with the Scientific Technologies Corporation 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.

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

1.4 Installation Testing

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

1.5 User Acceptance Testing (UAT)

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

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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 Scientific Technologies Corporation 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 Scientific Technologies Corporation 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 System that STC performed development on the PRISM or NHEDSS software, including administrative procedures (such as backup and recovery).

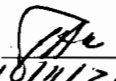
The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

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.

The results of the User Acceptance Test 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.
Scientific Technologies Corporation Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with Scientific Technologies Corporation in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	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.

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1.7 Performance Tuning and Stress Testing

Performance and stress testing will not be performed as a part of this contract. The PRISM application is considered a third-party application and its underlying architectural design and non-functional capabilities are outside the control of STC. However, STC is willing to work with the state to analyze and diagnose any untoward results of performance testing performed by the state or other parties.

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 failures 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.) Scientific Technologies Corporation shall notify the State no later than five (5) business days from the Scientific Technologies Corporation's receipt of written notice of the test failure when Scientific Technologies Corporation expects the corrections to be completed and ready for retesting by the State. Scientific Technologies Corporation 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 Scientific Technologies Corporation 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.) Scientific Technologies Corporation 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;
 - 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.) Scientific Technologies Corporation 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.

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In designing and conducting such regression testing, Scientific Technologies Corporation 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, Scientific Technologies Corporation 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 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.

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,

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at a minimum, cover each of the service components. Test procedures may include 3rd party Penetration Tests (pen test) or code analysis and review.

Prior to the System being moved into production Scientific Technologies Corporation 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

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.11 System Acceptance

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

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

The existing NHEDSS and PRISM systems will continue to be supported by the Scientific Technologies Corporation under the current maintenance agreements. After expiration of this agreement and associated Warranty period, future maintenance of NHEDSS and PRISM will be provided under a new and separate agreement.

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REQUIREMENT RESPONSES

Contractor Responses to Appendix C

Table C-2 PRISM General System Requirements -Vendor Response Checklist

REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/M/N (SEE ABOVE)	VENDOR COMMENTS
BUSINESS REQUIREMENTS				
B-1	PRISM shall have the capacity delete the following; profiles, field records, interviews, electronic laboratory results.	M	Y	
B-2	PRISM shall have the ability to delete electronic labs.	M	Y	Note: this is contingent upon DPHS receiving scripts and associated ELR documents from Florida.
B-3	PRISM shall have the capacity for adding and editing a drop down menu for lab results for specimen source, specimen type and test type.	M	Y	
B-4	PRISM will have the ability to add/modify to the drop down within treatment.	M	Y	
B-5	PRISM will have the ability to add/modify to the drop down within zip codes and city.	M	Y	
B-6	PRISM shall have the ability to unlink profiles.	M	Y	
B-7	PRISM shall have a user interface for both search and report functionality.	M	Y	
B-8	PRISM shall allow for search for specific set of records using specific criteria outlined in the PRISM SOW, Attachment B.	M	Y	
B-9	PRISM shall allow for users to select certain tables and export associated records as outlined in the PRISM SOW, Attachment B.	M	Y	
B-10	PRISM shall allow for using a button to allow users to export and download all variables in all selected tables.	M	Y	
B-11	PRISM shall allow for variables from tables to be linked to other tables appropriately as identified in the PRISM SOW, Attachment B.	M	Y	
GENERAL REQUIREMENTS				
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y	
G-2	Vendor shall submit a finalized Work Plan within ten (10) days after Contract Award and approval by Governor and Council. The Work Plan shall include without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task	M	Y	

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	dependencies, and payment Schedule. The plan shall be updated no less than <i>every two weeks and</i> provided to Project Staff as specified in the Work Plan.			
G-3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract Award and approval by Governor and Council. The Work Plan shall include without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <i>every two weeks</i> .	M	Y	
G-4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y	
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation in Microsoft Word format.	M	Y	
G-6	Scientific Technologies Corporation will conduct training for use of the Administrative and Reporting Modules.	M	Y	
G-7	Vendor must have experience working with NHEDSS, PRISM, infectious disease conditions and data.	M	Y	
G-8	Vendor shall provide Project Staff as specified in the Work Plan.	M	Y	
TECHNICAL REQUIREMENTS <i>MODIFY as needed for Project requirements</i>		M	Y	
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	M	Y	
T-5	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Y	
T-6	<i>The State</i> will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary software.	M	Y	
SECURITY REQUIREMENTS				
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	
S-2	Verify the identity or authenticate all of the System's	M	Y	

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	human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.			
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 <i>User Account and Password Policy</i>	M	Y	
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M	Y	
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	
S-7	Expire passwords after 30 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)).	M	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 a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for four months.	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	
S-16	Use only the Software and System Services designed for use.	M	Y	
S-17	The application Data shall be protected from unauthorized use when at rest.	M	Y	
S-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Y	
S-20	Create change management Documentation and procedures	M	Y	

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Table C-2 PRISM General System Requirements -Vendor Response Checklist

REQ #	REQUIREMENT/DELIVERABLE	M/O	Y/N/A	VENDOR COMMENTS
BUSINESS REQUIREMENTS				
B-1	NHEDSS shall have the ability to send an alert when a case count of a disease exceeds a defined standard deviation above the 5 year average.	M	Y	
B-2	NHEDSS shall have the capacity to define alert rules.	M	Y	
B-3	NHEDSS shall have the ability to display certain information in the alert including disease name, number of cases, associated case investigation number, 5 year average calculated, standard deviation calculated and the defined parameters.	M	Y	
B-4	NHEDSS shall have the capacity to bulk assign to an investigator.	M	Y	
B-5	NHEDSS shall have the capacity for exporting the bulk selected.	M	Y	
	NHEDSS shall have the capacity to bulk assign to an outbreak			
B-6	NHEDSS shall have the capacity to convert outbreak names field to a drop down menu, which is managed as a general configuration functionality	M	Y	
B-7	NHEDSS shall have the capacity to capture additional electronic laboratory reports fields including; reference value for the lab test, abnormal flag, and observation name as defined in the NHEDSS SOW, Attachment C.	M	Y	
B-8	NHEDSS shall have the capacity to capture additional electronic laboratory reports fields including next of kin and susceptibility lab result.	M	Y	
B-9	Vendor to implement the Centers for Disease Control and Prevention's message mapping guides for generic 2.0 and varicella 2.0.	M	Y	
GENERAL REQUIREMENTS				
G-1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y	
G-2	Vendor shall submit a finalized Work Plan within ten (10) days after Contract Award and approval by Governor and Council. The Work Plan shall include without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <i>every two weeks</i> and provided Project Staff as specified in the Work Plan.	M	Y	
G-3	Vendor shall submit a finalized Work Plan within	M	Y	

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	ten (10) days after Contract Award and approval by Governor and Council. The Work Plan shall include without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <i>every two weeks</i> .			
G-4	Vendor shall provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y	
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation in Microsoft Word format.	M	Y	
G-6	Scientific Technologies Corporation will conduct training for use of the Administrative and Reporting Modules.	M	Y	
G-7	Vendor must have experience working with NHEDSS, PRISM, infectious disease conditions and data.	M	Y	
G-8	Vendor shall provide Project Staff as specified in the Work Plan.	M	Y	
TECHNICAL REQUIREMENTS		M	Y	
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	M	Y	
T-5	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Y	
T-6	<i>The State</i> will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary software.	M	Y	
SECURITY REQUIREMENTS				
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	
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	M	Y	

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	Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i> .			
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M	Y	
S-6	Encrypt passwords in transmission and at rest within the database.	M	Y	
S-7	Expire passwords after 30 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)).	M	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 a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for four months.	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	
S-16	Use only the Software and System Services designed for use.	M	Y	
S-17	The application Data shall be protected from unauthorized use when at rest.	M	Y	
S-18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y	
S-19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Y	
S-20	Create change management Documentation and procedures.	M	Y	

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Scientific Technologies Corporation's Project Manager and the State Project manager shall finalize the Work Plan within five (5) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Scientific Technologies Corporation's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Scientific Technologies Corporation and State Project Managers.

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

In conjunction with Scientific Technologies Corporation's Project Management methodology, which shall be used to manage the Project's life cycle, the Scientific Technologies Corporation team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Scientific Technologies Corporation team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Scientific Technologies Corporation's Work Plan and shall utilize Microsoft Project 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 Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- 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 Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Scientific Technologies Corporation shall provide a separate escrow agreement for the application.
- Scientific Technologies Corporation shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Scientific Technologies Corporation Team shall perform this Project at State facilities at no cost to Scientific Technologies Corporation.
- The Scientific Technologies Corporation Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The Scientific Technologies Corporation Team shall honor all holidays observed by Scientific Technologies Corporation or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the Scientific Technologies Corporation Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items

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mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Scientific Technologies Corporation Team and shall be available when the Project begins.

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. Scientific Technologies Corporation'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 Scientific Technologies Corporation 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.
- Scientific Technologies Corporation 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 will be responsible for daily backup of the servers including the application and the MS-SQL produced database backups. Any and all costs associated with problems to restore or recover from a failure due to compromised State backup procedures will be the responsibility of the State.
- Scientific Technologies Corporation shall develop and implement a script for database backups to be handled via MS-SQL scheduled daily events, whereby nightly backups of the database will be stored on the production drives. Thirty daily backups will be retained. The SQL scripting required to make this happen will be the responsibility of Scientific Technologies Corporation. Scientific Technologies Corporation will monitor the performance of this script at least weekly to ensure that usable backups are being correctly stored on the drive. All costs associated with problems to restore or recover from a failure due to compromised Scientific Technologies Corporation backup procedures will be the responsibility of Scientific Technologies Corporation.
- The State will seek approval from Scientific Technologies Corporation before making any modifications to the application outside the updates provided via the installation process or run any script that will update the database.
- Scientific Technologies Corporation will notify the State Project Manager of any environment changes or planned updates. The State Project Manager will then notify DoIT of any updates or patches for planning purposes.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

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F. Project Schedule

- Deployment is planned to begin on October 26, 2014 with a planned go-live date of January 1, 2015 for PRISM work and a go-live date of August 1, 2015 for NHDESS work. All billable work must be completed by December 31, 2014 for PRISM and July 31, 2015 for NHEDSS

G. Reporting

- Scientific Technologies Corporation shall conduct weekly for PRISM and biweekly for NHEDSS status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training and Change Management

- The Scientific Technologies Corporation Team shall lead the development of an end-user online demo and training plan.
- Scientific Technologies Corporation shall provide a demo lead and training through using Web Ex or another online training tool for State of New Hampshire staff for use of the Administrative Module Report Module, and the search and export functionality for PRISM.
- Scientific Technologies Corporation shall lead an online training using Web Ex or another online training tool for State of New Hampshire staff for the features of the system including; navigation of the functionality within the alert rule, group assigning, electronic lab reporting functionality, and any user related tasks and management associated with implementation of the Centers for Disease Control and Prevention's mapping for generic 2.0 and varicella 2.0 guides.
- The State shall schedule and track attendance on all end-user online classes.

I. Performance and Security Testing

- The Scientific Technologies Corporation Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with Scientific Technologies Corporation on performance testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Scientific Technologies Corporation Team Roles and Responsibilities

1) Scientific Technologies Corporation Team Project Executive

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

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2) Scientific Technologies Corporation Team Project Manager

The Scientific Technologies Corporation 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 Scientific Technologies Corporation Implementation Team. The Scientific Technologies Corporation Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Scientific Technologies Corporation Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Scientific Technologies Corporation Team members;
- Provide weekly for the PRISM project and biweekly for the NHEDSS project and monthly 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 as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) Scientific Technologies Corporation Team Analysis

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

- Construct and confirm application test case scenarios;
- 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;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) Scientific Technologies Corporation Team Tasks

The Scientific Technologies Corporation team shall assume the following tasks:

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- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration 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 Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager

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

- Plan and conduct a kick-off meeting with assistance from the Scientific Technologies Corporation team;
- Assist the Scientific Technologies Corporation Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- 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 Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Scientific Technologies Corporation Project Manager of any urgent issues if and when they arise; and
- Assist the Scientific Technologies Corporation team staff to obtain requested information if and when required to perform certain Project tasks.

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2) State Subject Matter Expert(s) (SME)

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Scientific Technologies Corporation Software Solution and the business processes the application supports.

3) State Technical Lead and Architect

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

- Attend technical training as necessary to support the Project;
- Assist the State and Scientific Technologies Corporation Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the Scientific Technologies Corporation Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Work in partnership with the Scientific Technologies Corporation and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that Scientific Technologies Corporation will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State weekly for PRISM and biweekly for NHEDSS Project meetings.

4) State Application DBA (DoIT)

The role of the State Application DBA(s) is to work closely with the Scientific Technologies Corporation Team to install and maintain the Application environments throughout the duration of the Project. It is important that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the Implementation Project:

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;

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- Work with the Scientific Technologies Corporation to finalize machine, site, and production configuration;
- Work with the Scientific Technologies Corporation to finalize logical and physical database configuration;
- Work with the Scientific Technologies Corporation to install the Scientific Technologies Corporation tools, and Scientific Technologies Corporation Applications for the development and training environment;
- Work with the Scientific Technologies Corporation to clone additional application instances as needed by the application teams;
- Work with the Scientific Technologies Corporation upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the Scientific Technologies Corporation and the Application teams to establish and manage an instance management plan throughout the Project;
- Work with the Scientific Technologies Corporation to establish and execute backup and recovery procedures throughout the Project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the Project;
- Perform routine Scientific Technologies Corporation Application monitoring and tuning;
- Work with the Scientific Technologies Corporation to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new Scientific Technologies Corporation Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

5) State Network Administrator (DoIT)

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

6) State Testing Administrator

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

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;

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- Coordinating the State’s team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

3. SOFTWARE APPLICATION

Detail what software is required for the Contractor to perform the activities of the Contract.

4. CONVERSIONS

None

A. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description

A. Interface Responsibilities

- Both the NHEDSS and PRISM systems are configured by the Scientific Technologies Corporation, the Scientific Technologies Corporation Team shall be responsible for all aspects of the interface implementation. The State will work with the Scientific Technologies Corporation Team for making server or network configuration changes if needed to ensure communication between the two systems.
- The Scientific Technologies Corporation Team shall provide the State Scientific Technologies Corporation Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Scientific Technologies Corporation Team shall identify the APIs the State should use in the design and development of the interface.
- The Scientific Technologies Corporation Team shall lead the review of functional and technical interface Specifications.
- The Scientific Technologies Corporation Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The Scientific Technologies Corporation Team shall document the functional and technical Specifications for the interfaces.
- The Scientific Technologies Corporation Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Scientific Technologies Corporation Team shall develop and Unit Test the interface.

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- The State and the Scientific Technologies Corporation Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State and the Scientific Technologies Corporation Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

5. APPLICATION MODIFICATION

To more fully address the State's requirements, the Scientific Technologies Corporation Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

Table 6.1: Modifications – Scientific Technologies Corporation Developed

Requirement	Components, if applicable	Enhancement Description

6. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: PRISM High Level Preliminary NH Project Plan

#	Task	Definition/Scope	Person(s) Responsible	Expected Start Date	Expected End Date
1	Project Kick Off Call	Review project process and expectations with all resources, typically 1 hour	<i>STC and DPHS</i>	10/29/2014	10/29/2014
2	Complete project plan including milestones	STC to develop project plan and send to DPHS in PDF format.	<i>STC and DPHS</i>	10/30/2014	11/06/2014
3	Install Administration and Report Modules	STC to develop user interface for both modules and demo	<i>DPHS</i>	11/12/2014	12/31/2014

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#	Task	Definition/Scope	Person(s) Responsible	Expected Start Date	Expected End Date
4	System walk through/review	As described in Scope of Work incorporated in this agreement	STC	12/03/2014	12/9/2013
5	Training/demo of system	Conducted over online training through Web-Ex	STC	12/3/2014	12/5/2014
6	Testing Period	STC provides UAT training to the State and the State completes and provides feedback in format that STC develops for testing of PRISM features.	STC and DPHS	12/17/2014	12/23/2014
7	Final Modification to Systems	Modifications based on UAT and final delivery of the product	STC	12/23/2014	12/31/2014
8	Go-Live	The system is considered "Go-Live" once it has been tested based on scripts, cases entered, admin features tested, etc.	DPHS	01/01/2015	01/01/2015

Table 7.1: NHEHSS High Level Preliminary NH Project Plan

#	Task	Definition/Scope	Person(s) Responsible	Expected Start Date	Expected End Date
1	Project Kick Off Call	Review project process and expectations with all resources, typically 1 hour	STC and DPHS	10/29/2014	10/29/2014

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#	Task	Definition/Scope	Person(s) Responsible	Expected Start Date	Expected End Date
2	Complete project plan including milestones	STC to develop project plan and send to DPHS in PDF format.	STC and DPHS	10/30/2014	11/07/2014
3	Customize Alert Rule parameters	STC to develop as referenced in SOW.	DPHS	12/17/2014	12/31/2014
4	Develop group assign option in NHEDSS	STC to develop as referenced in SOW.	STC	1/7/2015	2/4/2015
5	Develop additional specified fields for electronic laboratory reporting.	STC to develop as referenced in SOW.	STC	2/11/2015	2/18/2015
6	Implement the Centers for Disease Control and Prevention's message mapping guides	STC to develop as referenced in SOW.	STC	2/25/2015	5/6/2015
4	System walk through/review	As described in SOW incorporated in this agreement.	STC	2/4/2015	2/10/2015
5	Training/demo of system	Conducted over an online demo and training via Web-Ex.	STC	3/11/2015	3/17/2015
6	Provide test plans, scripts, and test for all deliverables	STC provides UAT training to the State and the State completes and provides feedback in format that STC develops for testing of NHEDSS features.	STC and DPHS	2/4/2015	7/14/2015

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#	Task	Definition/Scope	Person(s) Responsible	Expected Start Date	Expected End Date
7	Final Modification to Systems	Modifications based on UAT and final delivery of the product.	<i>STC</i>	7/8/2015	7/15/2015
8	Go-Live	The system is considered "Go-Live" once it has been tested based on scripts, cases entered, admin features tested, etc.	<i>DPHS</i>	07/31/2015	07/31/2015

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SOFTWARE LICENSE**

1. SOFTWARE AND DOCUMENTATION COPIES

Scientific Technologies Corporation 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.

2. RESTRICTIONS

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

- a. Remove or modify any program markings or any notice of Scientific Technologies Corporation'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.

3. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the NHEDSS Sentinel Software, and its associated Documentation, shall remain with Scientific Technologies Corporation. As PRISM is open-source software, Scientific Technologies Corporation will not retain title, rights, or interest in PRISM.

4. VIRUSES

Scientific Technologies Corporation 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, Scientific Technologies Corporation will use reasonable efforts to test the Software for viruses. Scientific Technologies Corporation 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, Scientific Technologies Corporation shall provide a master copy for comparison with and correction of the State's copy of the Software.

5. AUDIT

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

6. SOFTWARE NON-INFRINGEMENT

Scientific Technologies Corporation 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

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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, Scientific Technologies Corporation shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Scientific Technologies Corporation in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Scientific Technologies Corporation control of the defense and any settlement negotiations; and
- c. Gives Scientific Technologies Corporation 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 Scientific Technologies Corporation believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Scientific Technologies Corporation 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, Scientific Technologies Corporation may end the license, and require return of the applicable Material and refund all fees the State has paid Scientific Technologies Corporation under the Contract. Scientific Technologies Corporation will not indemnify the State if the State alters the Material without Scientific Technologies Corporation's consent or uses it outside the scope of use identified in Scientific Technologies Corporation'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. Scientific Technologies Corporation 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 Scientific Technologies Corporation. Scientific Technologies Corporation 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 Scientific Technologies Corporation without Scientific Technologies Corporation's consent.

1. WARRANTIES

1.1 Services

Scientific Technologies Corporation warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

Scientific Technologies Corporation 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.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

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

1.3 Non-Infringement

Scientific Technologies Corporation warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

Scientific Technologies Corporation 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.

1.5 Compatibility

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

1.6 Services

Scientific Technologies Corporation 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.

1.7 Personnel

Scientific Technologies Corporation 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.

STATE OF NEW HAMPSHIRE
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CONTRACT 2015-009-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1.8 Breach of Data

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.

2. WARRANTY SERVICES

Scientific Technologies Corporation 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. Scientific Technologies Corporation 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 Service calls, Scientific Technologies Corporation 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. Scientific Technologies Corporation 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 Scientific Technologies Corporation no later than 10 business days, unless specifically extended in writing by the State, and at no additional cost to the State.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

In the event Scientific Technologies Corporation fails to correct a Deficiency within the allotted period of time, the State may, at its option,: 1) declare Scientific Technologies Corporation in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return Scientific Technologies Corporation's product and receive a full refund for all amounts paid to Scientific Technologies Corporation, including but not limited to, any applicable license fees within (90) days of notification to Scientific Technologies Corporation 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 Scientific Technologies Corporation 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 deployment of the new modules and extend for 90 days, with the exception of the warranty for non-infringement, which shall survive the termination of the Contract.

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EXHIBIT L
TRAINING SERVICES

Scientific Technologies Corporations hall provide the following Training Services.

A. TRAINING

Training will be in accordance with the requirements as identified in the *Work Plan*, Contract Exhibit I and in the Statement of Work PRISM Enhancements document and Statement of Work NHEDSS Enhancements document Attachment A and Attachment B.

Training will be provided by Scientific Technologies Corporation and conducted over an online demo and training via Web-Ex or similar online tool. Trainings will be recorded for both audio and video and made available for use for the State. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

1.

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EXHIBIT M
NH DEPARTMENT OF HEALTH & HUMAN SERVICES 2015-009 (WITH ADDENDA)
INCORPORATED

EXHIBIT M – NOT APPLICABLE TO THIS CONTRACT

2015-009 Exhibit M-Agency RFP with Addendums

Initial and Date All Pages

Contractor's Initials: JAW

Date: 10/11/2014

STATE OF NEW HAMPSHIRE
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VENDOR PROPOSAL BY REFERENCE
EXHIBIT N

Scientific Technologies Corporation Proposal to Department of Health and Human Services is incorporated herein by reference.

2015-009 Exhibit N-Contractor Proposal by Reference

Initial and Date All Pages

Contractor's Initials:

Date:

JAW

10/11/2024

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EXHIBIT O
SPECIAL EXHIBITS, ATTACHMENTS, AND CERTIFICATES**

Attached are:

- A.** Contract Attachment A – Department of Health and Human Services, Exhibits D through J
- B.** Contract Attachment B – PRISM Statement of Work
- C.** Contract Attachment C – NHEDDS Statement of Work
- D.** Contractor’s Certificate of Vote/Authority
- E.** Contractor’s Certificate of Good Standing
- F.** Contractor’s Certificate of Insurance

2015-009 Exhibit O-Special Exhibits, Attachments and Certificates

Initial and Date All Pages

Contractor’s Initials: JAW

Date: 10/11/2014

STATE OF NEW HAMPSHIRE
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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.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
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 Control	Formal process for initiating changes to the proposed solution or process once development has begun.
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, which creates binding obligations for each party to perform as specified in the Contract Documents.
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).

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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>).
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.
COTS	Commercial off the Shelf
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.
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>

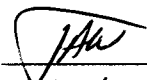
STATE OF NEW HAMPSHIRE
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Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State.
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	Guarantees the unaltered state of a file.
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 encoding 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 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.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software.
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 the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
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 the contracted Vendor as essential to work on the Project.
Licensee	The State of New Hampshire.

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Initial and Date all pages:

Contractor's initials:



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NHEDSS	New Hampshire Electronic Disease Surveillance System
NHEDSS SOW	New Hampshire Electronic Disease Surveillance System Statement of Work, Attachment C.
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-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
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	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
PRISM	Patient Reporting Investigation Management System
PRISM SOW	Patient Reporting Investigation Management System Statement of Work, Attachment B.
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.
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.
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS 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 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 Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Health & Human Services Division of Public Health Services.

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	29 Hazen Drive Concord, NH 03301-6504 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 public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u> .
State Data	Any information contained within State systems in electronic or paper format.
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 Project Leader	State's representative with regard to Project oversight.
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 the contracted vendor 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.
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

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	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.
Warranty Period	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
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. Changes to this schedule may be made upon agreement with the State Project Manager.
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 Appendix C. 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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10/11/2014

**STATE OF NEW HAMPSHIRE
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CONTRACT AGREEMENT –PART 2**

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Health & Human Services, Division of Public Health Services (“State”), and Scientific Technologies Corporation (STC) (“Vendor”), having its principal place of business at 8444 N. 90th St., Suite 100, Scottsdale, AZ 85258.

The State of New Hampshire, Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS) implemented a Sexually Transmitted Disease (STD) database Patient Reporting Investigating Surveillance Manager (PRISM) system in 2014. PRISM, an open source application was developed by the State of Florida with a General GNU license and is used for management of New Hampshire’s STD cases and related data. PRISM has been integrated with the general disease database, New Hampshire Electronic Disease Surveillance System (NHEDSS). NHEDSS is used to track most other infectious disease and was designed and currently supported by the Scientific Technologies Corporation. Under this agreement, Scientific Technologies Corporation will; 1. Develop a report module and a user interface to perform system functions within PRISM, and 2. Develop NHEDSS system enhancements for alerting and reporting capabilities, automated case notifications to CDC in HL7 format, and ELR functionality.

RECITALS

The State desires to have Scientific Technologies Corporation provide the PRISM and NHEDSS development work and associated Services for the Department of Health & Human Services, Division of Public Health Services;

Scientific Technologies Corporation wishes to provide the development services to develop a search and export functionality and a maintenance module for PRISM, and to develop NHEDSS functionality automate case notifications, electronic lab reporting, reporting enhancements, and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- a.** Part 1 – State Terms and Conditions contained in the Form P-37
- b.** Part 2 – The Contract Agreement
- c.** Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirement Responses

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Contractor’s initials:



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- Exhibit I - Work Plan
- Exhibit J - Software License and related Terms
- Exhibit K- Warranty and Warranty Services
- Exhibit L- Training Services
- Exhibit M- Agency RFP with Addendums, by reference
- Exhibit N- The Vendor Proposal, by reference
- Exhibit O- Special Exhibits, Attachments and Certificates

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. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1
- b. State of New Hampshire, Department of Health & Human Services, Division of Public Health Services, Contract 2015-009; then
- c. The Scientific Technologies Corporation Proposal, dated September 16, 2104
- d. Proposal, dated September 16, 2014.

1.3 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 begin on the Effective Date and extend through July 31, 2015.

Scientific Technologies Corporation shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require the Contracted Vendor to commence work prior to the Effective Date; however, if the Contracted Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contracted Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contracted Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of Scientific Technologies Corporation obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

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2.2 Non-Exclusive, FIRM FIXED PRICE Contract

This is a Non-Exclusive, Firm Fixed Price (FFP) Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contracted Vendor shall not be responsible for any delay, act, or omission of such other contractors, except that the Contracted Vendor shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of the Contracted Vendor.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$87,800.

3. CONTRACT MANAGEMENT

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

3.1 The Vendor's Contract Manager

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

Todd Watkins
President
Scientific Technologies Corporation
8444 N. 90th St., Suite 100,
Scottsdale, AZ 85258 Tel: (480)-745-8500
Fax: (520)-202-3340
Email: todd_watkins@stchome.com

3.2 The Vendor's Project Manager

3.2.1 Contract Project Manager

The Contracted Vendor shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. The Contracted Vendor'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 the Contracted Vendor Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contracted Vendor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 The Contracted Vendor Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contracted

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Vendor's representative for all administrative and management matters. The Contracted Vendor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. The Contracted Vendor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contracted Vendor's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 The Contracted Vendor shall not change its assignment of the Contracted Vendor Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Contracted Vendor Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: Contract Project Manager, and in Contract Agreement Part 2, Section 3.6: Reference and Background Checks, below. the Contracted Vendor shall assign a replacement the Contracted Vendor Project Manager within ten (10) business days of the departure of the prior the Contracted Vendor Project Manager, and the Contracted Vendor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim the Contracted Vendor Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contracted Vendor in default and pursue its remedies at law and in equity, if the Contracted Vendor fails to assign a the Contracted Vendor Project Manager meeting the requirements and terms of the Contract.

3.2.5 The Contracted Vendor Project Manager is:

Leslie Koerner
Project Manager
Scientific Technologies Corporation
8444 N. 90th St., Suite 100,
Scottsdale, AZ 85258 Tel: (480)-745-8500
Fax: (480)-745-8580
Email: leslie_koerner@stchome.com

The Contracted Vendor Key Project Staff

3.2.6 The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor's Key Project Staff who are found unacceptable to the State. Any

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background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

3.2.7 The Contracted Vendor shall not change any the Contracted Vendor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor Key Project Staff will not be unreasonably withheld. The replacement the Contracted Vendor Key Project Staff shall have comparable or greater skills than the Contracted Vendor Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

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

3.2.8.1 The Contracted Vendor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contracted Vendor’s Key Project Staff:

<u>Key Members</u>	<u>Title</u>
Bruno Bernard	Developer
Matt Guthrie	Developer

3.3 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:

Elizabeth R. Daly
Chief, Infectious Disease Surveillance Section
Division of Public Health Services
NH Department of Health & Human Services
29 Hazen Dr, Concord, NH 03301
Tel: (603) 271-4927
Fax: (603) 271-0545
Email: erdaly@dhhs.state.nh.us

3.4 State Project Manager

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

- a. Leading the Project;

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- b. Engaging and managing all the Contracted Vendors;
- 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:

Heather Barto
Program Manager, Infectious Disease Surveillance Section
Division of Public Health Services, Department of Health & Human Services
29 Hazen Dr., Concord, NH 03301
Tel: (603) 271-4987
Fax: (603) 271-0545
Email: hbarto@ddhs.state.nh.us

3.5 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contracted Vendor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 Vendor Responsibilities

The Contracted Vendor 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.

The Contracted Vendor may subcontract Services subject to the provisions of the Contract. The Contracted Vendor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contracted Vendor 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.

4.2 Deliverables and Services

The Contracted Vendor 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.

Upon its submission of a Deliverable or Service, the Contracted Vendor represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from the Contracted Vendor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to

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determine whether it meets the specifications outlined in the contract. The State will notify the Contracted Vendor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contracted Vendor's written Certification. If the State rejects the Deliverable, the State shall notify the Contracted Vendor of the nature and class of the Deficiency and the Contracted Vendor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contracted Vendor's correction of the Deliverable is identified, the Contracted Vendor 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 the Contracted Vendor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contracted Vendor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contracted Vendor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contracted Vendor in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing 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.

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

5. SOFTWARE

5.1 COTS Software and Documentation

The Contracted Vendor shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.2 COTS Software Support and Maintenance

The Contracted Vendor shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

5.3 Restrictions

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

- a. Remove or modify any program markings or any notice of the Contracted Vendor's proprietary rights;

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- 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.

5.4 Title

The Contracted Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

The Contracted Vendor shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

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

7.1 Administrative Services

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

7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

The Contracted Vendor shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

7.5 Maintenance and Support Services

The Contracted Vendor 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*.

8. WORK PLAN DELIVERABLE

The Contracted Vendor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. The Contracted Vendor shall update the Work Plan as necessary, but no less than every week two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks,

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Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve the Contracted Vendor from liability to the State for damages resulting from the Contracted Vendor'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, the Contracted Vendor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contracted Vendor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by the Contracted Vendor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contracted Vendor'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.

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

The Contracted Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contracted Vendor'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 the Contracted Vendor to the State and the State acceptance of the Contracted Vendor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

Upon successful completion and/or termination of the Implementation of the Project, the Contracted Vendor shall own and hold all, title, and rights in any Software modifications to the Contracted Vendor

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provided Software, and their associated Documentation including developed in connection with performance of obligations under the Contract, or modifications to the Contracted Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Contracted Vendor 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.

Custom software owned by Scientific Technologies prior to the effective date shall remain the property of Scientific Technologies Corporation.

In no event shall the Contracted 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 Contracted Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 Vendor's Materials

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

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

10.3 State Website Copyright

10.3.1 WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, 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

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the State's copyright.

10.4 Custom Software Source Code

The Contracted Vendor 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.

10.5 Survival

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE’S INFORMATION, CONFIDENTIALITY

11.1 Use of State’s Information

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

11.2 State Confidential Information

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

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. The Contracted Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contracted Vendor regarding the State Confidential Information, and the Contracted Vendor 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.

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In the event of the unauthorized release of State Confidential Information, the Contracted Vendor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 Vendor Confidential Information

Insofar as the Contracted Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Contracted Vendor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contracted Vendor considers the Software and Documentation to be Confidential Information. the Contracted Vendor 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 the Contracted Vendor as confidential, the State shall notify the Contracted Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Contracted Vendor shall cooperate and assist the State with the collection and review of the Contracted Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contracted Vendor's sole responsibility and at the Contracted Vendor's sole expense. If the Contracted Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contracted Vendor, without any liability to the Contracted Vendor.

11.4 Survival

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 State

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

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 The Contracted Vendor

Subject to applicable laws and regulations, in no event shall the Contracted Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contracted Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to the Contracted Vendor's indemnification obligations set forth in the *Contract Agreement Part 1-Section 13: Indemnification* and confidentiality obligations in Contract Agreement-Part 2- Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

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Initial and Date all pages:

Contractor's initials:



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Date:

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12.3 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.

12.4 Survival

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

Any one or more of the following acts or omissions of the Contracted Vendor shall constitute an event of default hereunder (“Event of Default”)

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

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contracted Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If the Contracted Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contracted Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contracted Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Contracted Vendor during the period from the date of such notice until such time as the State determines that the Contracted Vendor has cured the Event of Default shall never be paid to the Contracted Vendor.
- 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 the Contracted Vendor shall be liable for reimbursing the State for the

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replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

- 13.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.
- 13.1.3 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.

13.2 Termination for Convenience

- 13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contracted Vendor. In the event of a termination for convenience, the State shall pay the Contracted Vendor 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.
- 13.2.2 During the thirty (30) day period, the Contracted Vendor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 Termination for Conflict of Interest

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Contracted Vendor did not know, or reasonably did not know, of the conflict of interest.
- 13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by the Contracted Vendor, the State shall be entitled to pursue the same remedies against the Contracted Vendor as it could pursue in the event of a default of the Contract by the Contracted Vendor.

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13.4 Termination Procedure

- 13.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contracted Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 13.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, the Contracted Vendor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than 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;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contracted Vendor and in which the State has an interest;
 - d. 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
 - e. Provide written Certification to the State that the Contracted Vendor has surrendered to the State all said property.
 - f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

- 15.1** The Contracted Vendor 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,

**STATE OF NEW HAMPSHIRE
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NHEDSS AND PRISM DEVELOPMENT WORK
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assignment, delegation, or other transfer made without the State’s prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 The Contracted Vendor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees (“Assigns”) are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contracted Vendor of any of its obligations under the Contract nor affect any remedies available to the State against the Contracted Vendor that may arise from any event of default of the provisions of the contract. The State shall consider the Contracted Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contracted Vendor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contracted Vendor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contracted Vendor should change ownership, as permitted under this Contract Agreement Part 2, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with the Contracted Vendor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contracted Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contracted Vendor, its successors or assigns.

16. 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	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Scientific Technologies	State Project Manager (PM)	5 Business Days

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10/11/2014

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	Corporation Project Manager		
First	Scientific Technologies Corporation Contract Manager	State Contract Manager	10 Business Days
Second	Scientific Technologies Corporation President	Director of the Division of Public Health Services	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.

17. ESCROW OF CODE

This section is not applicable.

18. GENERAL PROVISIONS

18.1 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.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

The State agency will work with the Contracted Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Contracted Vendor’s staff.

18.4 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 the Contracted Vendor 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 the Contracted Vendor to perform its obligations under the Contract.

18.5 Required Work Procedures

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

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10/11/2014

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
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18.6 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”), the Contracted Vendor understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contracted Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contracted Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contracted Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contracted Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if the Contracted Vendor 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.

18.7 Email Use

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

18.8 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).

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

Neither the Contracted Vendor 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,

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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 the Contracted Vendor's inability to hire or provide personnel needed for the Contracted Vendor's performance under the Contract.

18.11 Insurance

18.11.1 The Contracted Vendor Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

18.11.2 The ACORD 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.

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

18.14 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 Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements, Contract Agreement Exhibit D Section 4: Accounting Requirements, and Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality and Contract Agreement Part 1- Section 13: Indemnification which shall all survive the termination of the Contract.

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10/11/2014



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



- 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: Scientific Technologies Corporation

10/11/2014

Date

Name: Todd Watkins, President
Title: President

Contractor Initials TAW
Date 10/11/2014



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: Scientific Technologies Corporation

10/11/2014
Date



Name: Todd Watkins
Title: President

Exhibit E – Certification Regarding Lobbying

Contractor Initials TAW
Date 10/11/2014



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

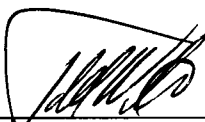
- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Scientific Technologies Corporation

10/11/2014
Date


Name: Todd Watkins
Title: President

Contractor Initials TAW
Date 10/11/2014



**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

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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: Scientific Technologies Corporation

Name: Todd Watkins
Title: President

10/11/2014

Date

Contractor Initials TW
Date 10/11/2014



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: Scientific Technologies Corporation

Name: Todd Watkins
Title: President

10/11/2014

Date


Contractor Initials 
Date 10/11/2014



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6
 9 of 16

Contractor Initials

Date



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

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Contractor Initials

JAW

Date

10/11/2014



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 (l). 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

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Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Date



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

Date

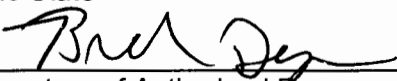


Exhibit I

- 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.

Department of Health and Human Services

 The State


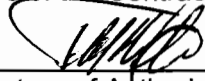
 Signature of Authorized Representative
 Brook Dupee

 Name of Authorized Representative
 Bureau Chief

 Title of Authorized Representative
 10/17/14

 Date

Scientific Technologies Corporation


 Name of the Contractor


 Signature of Authorized Representative
 Todd Watkins

 Name of Authorized Representative
 President

 Title of Authorized Representative
 10/11/2014

 Date

Contractor Initials 
 Date 10/11/2014



**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: Scientific Technologies Corporation

10/11/2014
Date



Name: Todd Watkins
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: 198675084

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

NO YES

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

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

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

NO YES

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

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

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

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SCIENTIFIC TECHNOLOGIES CORPORATION a(n) Arizona corporation, is authorized to transact business in New Hampshire and qualified on September 15, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



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 September, A.D. 2014

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Michael L. Popovich, of Scientific Technologies Corporation, do hereby certify that:

- 1. I am a duly elected CEO of Scientific Technologies Corporation.
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on September 30, 2014:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That the President is hereby authorized on behalf of this Corporation 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 forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15th day of October, 2014.

- 4. Todd Watkins is the duly elected President of the Corporation.

Michael L. Popovich

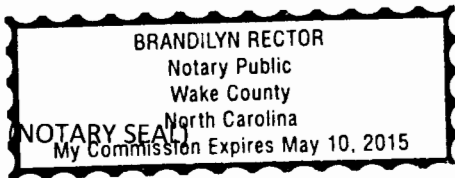
Michael L. Popovich

STATE OF NC

County of WAKE

The forgoing instrument was acknowledged before me this 10th day of October, 2014,
By Michael L. Popovich.

Bray Reeter
Notary Public



Commission Expires: May 10, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2014

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 GBP Risk Solutions www.GBPrs.com 4544 E Camp Lowell Dr Tucson AZ 85712-1282	CONTACT NAME: Laura Harder, CIC PHONE (A/C No. Ext): (520) 571-7737 E-MAIL ADDRESS: Laura@GBPrs.com	FAX (A/C No.): (520) 571-9115
	INSURER(S) AFFORDING COVERAGE	
INSURED Scientific Technologies Corporation 8444 N. 90th St., #100 Scottsdale AZ 85258	INSURER A: Hartford Casualty Ins Co	NAIC # 29424
	INSURER B: Hartford Fire Ins Co	19682
	INSURER C: Twin City Fire Ins Co	29459
	INSURER D: Landmark American Ins. Co.	33138
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14/15 GL/AL/XS/WC/PL 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			59SBQBW6559	3/23/2014	3/23/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			59UEQTM4386	3/23/2014	3/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		59SBQBW6559	3/23/2014	3/23/2015	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			59WEDQ8860	6/1/2014	6/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			LCY823915	5/22/2014	5/22/2015	Aggregate \$2,000,000 Each Occurrence \$2,000,000

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant St. Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laura Harder/HARDER <i>L Harder</i>
---	---

ACORD 25 (2010/05)
INS025 (201005) 01

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Statement of Work

PRISM SOW

Created for:
New Hampshire Department of Health and Human Services
Division of Public Health Services

September 15, 2014

State Technical Center
8411 N. 90th Street, Suite 100
Scottsdale, AZ 85258
480-743-8500
www.stchome.com

General Description

This SOW outlines the development and implementation of an Administration Module (AM) and a Reporting Module (RM). These are two add-on modules for the State of New Hampshire STD Program Area PRISM system. State PRISM users do not have direct database access, so in place of having to escalate a service request ticket to make any changes to field records, the AM bridges the gap by allowing for the adding and deleting of treatments, profiles, and fields records (independent of direct DB access). The RM fills in a void created between previous STDMS functionality versus that of today's PRISM. The RM also gives the State of New Hampshire the ability to extract necessary data for reporting.

Tasks Description

The work to be performed for PRISM Administrative Module includes:

- Designing the user interface and technology to allow for deleted ELR's and Labs.
- Implementing the template and layout design (written in CSS) for the deleted labs and ELR's
- Testing and QA of with the confirmation that test cases pull back correct reporting information.
- Coding of profile delete functionality, fields records delete, interview delete, delete lab, ELR, dropdowns for labs, treatments, modification/add city and zip information, and linking and unlinking of profiles. All written in .NET coding language.
- Testing and QA of the functionality.
- Demo and training for New Hampshire staff.

Please see attachment 1 for a detailed description of the system requirements that will be developed as a part of the deliverable.

The work to be performed for PRISM Reporting Module includes:

- Designing the user interface for both the search and report functionality. This includes the use of CSS, HTML, template and content layout.
- Coding the user interface with the use of .NET and the integration of Database Helpers.
- Testing and QA of the RM with the confirmation that test cases pull back correct reporting information.
- Demo and Training for New Hampshire staff.

Please see attachment 2 for a detailed description of the system requirements that will be developed as a part of the deliverable

Period of Performance

The work will begin upon STC receiving an executed contract (# 2015-009) and will be completed within 40 business days from the commencement date. The period of performance assumes that NH will provide the ELR scripts to indicate the expected functionality that is desired from this part of PRISM from Florida. Once these items are delivered to STC the work for the areas impacted will begin.

ATTACHMENT B
PRISM SOW

Fixed Priced Estimate

PRISM Reporting Module	\$15,300
Total PRISM Enhancements Estimate	\$37,800

Note: Prices are based on performing the work on both modules together.

ATTACHMENT B
PRISM SOW

Work schedule and timeline

2.1 Implementation Schedule – Activities / Deliverables / Milestones

2.1 Implementation Schedule – Activities / Deliverables / Milestones		
<u>Project management-PRISM</u>		Week Number
Conduct Project Kickoff Meeting	Non-software	Week 1
Project work plan, including milestones	Written	Week 1-2
Validation of Requirements	Written	Week 2-3
Design documentation	Written	Week 3-4
Status reports/meetings and update to work plan	Non-software	Weekly meetings
<u>System software</u>		
System ready for review and user testing	Software	Week 6-9
System walkthrough/review	Non-software	Week 6-9
<u>User acceptance test (UAT)</u>		
Test plan and scripts	Written	Week 7-9
Test functionality	Non-software	Week 8
Test security	Non-software	Week 8
Support State during UAT/ Share ALL Testing Results with State Project Team	Non-software	Week 8
State Acceptance of System (after UAT)	Written	Week 9-10
<u>Training</u>		
Training plan and schedule	Written	Week 5
Train users	Non-software	Week 6
<u>Deployment</u>		
Deployment plan	Written	Week 3
Set up and configure Report Module for New Hampshire	Software	Week 3-10
Set up and configure Admin Module for New Hampshire	Software	Week 3-10
User operation manual	Written	Week 7-8
User support plan	Written	Week 7-9
<u>Other</u>		
Project close out meeting and holdback payment	Non-software	Week 10

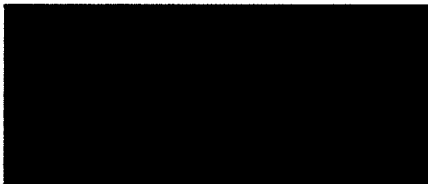
Attachment 1: Requirements for PRISM Administrative Module Changes

1 Profile Delete

2 Field Records Delete

(This only pertains to open records)

Administrative module does not allow for deleting of closed records. In rare circumstances there may be a request of a record to be completely deleted (i.e. case not infected with an STD or HIV).



3	<u>40763</u>	
3	<u>40774</u>	
2	<u>52265</u>	
2	<u>52456</u>	<u>6734</u>

The table contains four rows of data. The first three rows have a value in the first column and a value in the second column. The fourth row has values in both columns. Arrows point from the right side of the first three rows to the right side of the fourth row, indicating a relationship or flow between the records.

3 Interview Delete

It should delete in cascade everything.

[Blacked out header]	
3	<u>40763</u>
3	<u>40774</u>
2	<u>52265</u>
2	<u>52456</u>

Supported by TN Admin Module

4. Delete Lab and ELR (Want UI)

Manual Lab Report can be deleted. ELR cannot:



Contingent on the following*

Advanced Software Design is providing ELR scripts and associated documentation as agreed upon in a 5 hour ELR technical assistance request for New Hampshire Division of Public Health Services Public Health Services. STC will need associated scripts and relevant documentation for PRISM and test ELR messages in order to test this functionality within the system no later than 09/21/2014. If those are failed to be delivered functionality will not be included as part of this contract.

Attachment 2: Requirements for the PRISM Reporting Module

Requirements for Search and Export functionality in PRISM (04/07/2013)

1. The User must be able to search for a set of records using the following search criteria:

- a) Disease Name (Multiselect from Variable: CD_Disease in Table: Prism.FieldRecord)
- b) Morbidity Status (Multiselect from Variable: IN_Morbidity from Table: Prism.FieldRecord)
- c) select Date Range based on Report Date (DT_Added in Table: Prism.Lab) OR Specimen Test Date (DT_Specimen in Table: Prism.Lab) OR Initiation Date (DT_Assigned in Table: Prism.FieldRecord) OR Disposition Date (DT_TaskCompleted in Table: Prism.FieldRecord)

2. The User must be able to select which tables to export for the records selected in 1 above by selecting one of the following options (note that the export will always include Table: Prism.FieldRecord AND Table: Prism.Profile AND Table: Prism.OtherIdentification):

- a) FIELD RECORDS ONLY (Prism.FieldRecord AND Prism.Profile AND Prism.OtherIdentification)
- b) FIELD RECORDS AND TREATMENT (Prism.FieldRecord AND Prism.Profile AND Prism.OtherIdentification AND Prism.FieldRecordTreatment)
- c) FIELD RECORDS AND LABS (Prism.FieldRecord AND Prism.Profile AND Prism.OtherIdentification AND Prism.Lab)
- d) FIELD RECORDS AND INTERVIEW (Prism.FieldRecord AND Prism.Profile AND Prism.OtherIdentification AND Prism.Interview AND Prism.Risk)
- e) FIELD RECORDS AND INTERVIEW WITH RELATIONSHIPS (Prism.FieldRecord AND Prism.Profile AND Prism.OtherIdentification AND Prism.Interview AND Prism.Risk AND Prism.Relationship AND Prism.RelationshipLink)

3. The user would then press an "Export" button which would generate a CSV file for download containing all variable in all selected tables.

4. In the generation of a single CSV file, the variables from each table will be linked to the other tables appropriately. Having more than one record within a table must be accounted for, such that an export would contain multiple rows for a patient if they had more than one disease, more than one interview, or more than one treatment. The appropriate linking that should occur is as follows:

Table	Links to	By Linking Field
Prism.FieldRecord		
Prism.Profile	Prism.FieldRecord	ID_Profile
Prism.OtherIdentification	Prism.Profile	ID_Profile
Prism.Interview	Prism.FieldRecord	ID_Interview
Prism.Risk	Prism.Interview	ID_Interview
Prism.Relationship	Prism.Interview	ID_Interview
Prism.RelationshipLink	Prism.Relationship	ID_Relationship
Prism.FieldRecordTreatment	Prism.FieldRecord	ID_FieldRecord
Prism.Lab	Prism.FieldRecord	ID_FieldRecord

ATTACHMENT B
PRISM SOW

EXAMPLE RECORD LAYOUT IF "FIELD RECORDS ONLY" IS SELECTED FOR EXPORT

Single Row of Data Per Field Record	Prism.FieldRecord	Prism.Profile	Prism.OtherIdentification
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EXAMPLE RECORD LAYOUT IF "FIELD RECORDS AND TREATMENT" IS SELECTED FOR EXPORT

Single Row of Data Per Field Record	Prism.FieldRecord	Prism.Profile	Prism.OtherIdentification	Prism.FieldRecordTreatment
Additional Rows for Multiple Treatments per Field Record	COPY	COPY	COPY	

EXAMPLE RECORD LAYOUT IF "FIELD RECORDS AND LABS" IS SELECTED FOR EXPORT

Single Row of Data Per Field Record	Prism.FieldRecord	Prism.Profile	Prism.OtherIdentification	Prism.Lab
Additional Rows for Multiple Labs per Field Record	COPY	COPY	COPY	

EXAMPLE RECORD LAYOUT IF "FIELD RECORDS AND INTERVIEW" IS SELECTED FOR EXPORT

Single Row of Data Per Field Record	Prism.FieldRecord	Prism.Profile	Prism.OtherIdentification	Prism.Interview	Prism.Risk
Additional Rows for Multiple Treatments per Field Record	COPY	COPY	COPY		

EXAMPLE RECORD LAYOUT IF "FIELD RECORDS AND INTERVIEW WITH RELATIONSHIPS" IS SELECTED FOR EXPORT

Single Row of Data Per Field Record	Prism.FieldRecord	Prism.Profile	Prism.OtherIdentification			
Additional Rows Multiple Interviews per Field Record	COPY	COPY	COPY	Prism.Interview	Prism.Risk	
Additional Rows for Multiple Relationships per Interview per Field Record	COPY	COPY	COPY	COPY	COPY	Prism.RelationshipLink



Statement of Work

Public Health Laboratory

Created for:
New Hampshire Department of Health and Human Services
Division of Public Health Services

September 16, 2014

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General Description

This SOW outlines the development and implementation of modifications to the Alert Rule, the addition of group assignment capability to disease cases, ELR field additions, and CDC mapping guide implementations. These enhancements to NHEDDS are to improve real-time detection of potential disease outbreaks, provide better tools for routine surveillance, and maintain CDC reporting requirements.

Tasks Description

The work to be performed for modifications to the Alert Rule includes:

- Add more specific rule parameters to increase the sensitivity of detecting an increase in disease cases
- Further develop the content of the alert notification to contain meaningful information about the disease cases that triggered the alert and the specifications that defined the alert

The work to be performed for adding group assigning capability includes:

- Create a group assign option that can allow the user to assign a disease case to an investigator and/or outbreak name or number
- Add functionality to the System Administration tab to manage the Outbreak Name field such that the field becomes a drop down and is no longer free text.
- Modify the case listing to include the option to assign a disease case to a group
- Add exporting capability to the assigned group of disease cases with an option to exclude PID information

The work to be performed for ELR field additions includes:

- Create additional fields in the system that will capture other information of interest at a program level that is sent in an ELR, such as pregnancy status

The work to be performed for CDC mapping guide implementations includes:

- Implementing the CDC message mapping guides for Generic 2.0 and Varicella 2.0.

Period of Performance

The work will begin upon STC receiving an executed contract (#2015-009) and will be completed by the contract end date of July 31, 2015.

Fixed Priced Estimate

Price for each use case that may be selected to be included as the budget allows.

Item type	Use cases or description	Price
Alert	As a user, I want to define the rules of the alert to ensure an accurate disease case count and appropriate triggering of the alert. I want to receive an automatic alert when the case count of a disease exceeds a defined standard deviation above the 5 year average (Average and Standard Deviation entered by user when Alert is created) (there will be one average per month). I want the alert content to contain meaningful information that will include the viewing of individual disease cases. Average Calculated by State User and Sentinel Provide 12 entry boxes (one per month) to enter the averages in the Alert Rule	\$17,440
Group Assign	Base Work for Bulk Assign Bulk Investigator assign Bulk Outbreak assign (Yes/No/Unknown, Outbreak Name) Bulk Select for Export	\$22,560
ELR Fields Addition	ELR Fields Addition Capture OBX-7, reference value for the lab test Capture OBX-8, abnormal flag Capture OBX-11, observation result status Next of kin (First Name, Last Name and Address if available of a parent/guardian) OBR-26 - Susceptibility lab result, need to know the parent test	\$5,000
CDC Mapping	CDC Mapping Guide Implementation total development hours estimate is \$160,000, STC will conduct the majority of the items through the existing maintenance contract.	\$5,000
Total Price		\$50,000

ATTACHMENT C
NHEDDS SOW

Attachment 1: Timeline

Implementation Schedule – Activities / Deliverables / Milestones

Project management-NHEDSS		
Project management-NHEDSS		Week Number
Conduct Project Kickoff Meeting	Non-software	Week 1
Project work plan, including milestones	Written	Week 1-2
Validation of Requirements	Written	Week 2-3
Design documentation	Written	Week 4-5
Status reports/meetings and update to work plan	Non-software	Bi-weekly meetings
System software		
System walkthrough/review	Non- software	Week 15
Selected system enhancements developed	Software	Week 15 -30
System walkthrough/review (CDC message mapping guides for specified diseases)	Software	Week 30-38
User acceptance test (UAT)		
Test plan and scripts	Written	Week 15-16
Test functionality	Non-software	Week 19-20
Test functionality(CDC message mapping guides for specified diseases)	Non-software	Week 30-36
Support State during UAT/ Share ALL Testing Results with State Project Team	Non-software	Week 37-38
State Acceptance of System (after UAT)	Written	Week 37-38
Training		
Training plan and schedule	Written	Week 20
Deployment		
Customize Alert Rule parameters	Software	Week 8-10
Create a group assign option	Software	Week 11-15
Create additional electronic lab reporting fields	Software	Week 16-17
Implement CDC message mapping guides for specified diseases	Software	Week 19-29
User operation manual	Written	Week 30
Other		
Project close out meeting and holdback payment	Non-software	Week 38

Attachment 1: Requirements description

CR ID	Alerts	Development Options
NH-09-ALERT-1	As a user, I want to receive an automatic alert when the case count of a disease exceeds a defined standard deviation above the 5 year average (Average Entered by User when Alert is created) (there will be one average per month).	Average Calculated by State User and Sentinel provides 12 entry boxes (one per month) to enter the averages in the Alert Rule
NH-09-ALERT-2	As a user, I want to define the rules of the alert to ensure an accurate disease case count and appropriate triggering of the alert	Add parameters to further define the sensitivity of the alert: i. Case Classification (should be multi-select) ii. Investigation Status (should be multi-select) iii. Option to include/exclude cases associated with an outbreak (assigned an outbreak number or name)
NH-09-ALERT-3	As a user, I want the alert content to contain meaningful information that will include the viewing of individual disease cases.	Add meaningful content to the email that results from a triggered alert: • Disease name • Number of cases that triggered the alert • List case IDs associated with the number of cases • 5 year average calculated in the defined time frame (The average being entered as a parameter) • Std dev calculated in the defined time frame (The average being entered as a parameter) • Defined parameters for the alert
	Group Assign	
NH-09-BULK-1	Base Work for Bulk Assign Bulk Investigator assign Bulk Outbreak assign (Yes/No/Unknown, Name, Number) Bulk Select for Export	

ATTACHMENT C
NHEDDS SOW

NH-09- BULK-2	Convert Outbreak Name field to drop-down variable by creating the functionality to manage Outbreak Name field under System Administration Tab.	Add permission to create Outbreak Names under system administration User Roles.
	ELR	
NH-09- ELR-1	Capture OBX-7, reference value for the lab test Capture OBX-8, abnormal flag Capture OBX-11, observation result status	Capture the fields and add them in the Lab Report Result
NH-09- ELR-2	Next of kin (First Name, Last Name and Address if available of a parent/guardian)	Captured only when case directly created by ELR (otherwise the information will be added as a note)
NH-09- ELR-3	OBR-26 - Susceptibility lab result, need to know the parent test	Capture the fields and add them in the Lab Report
	CDC Mapping Guide	
NH-09- CDC-1	Implement CDC MMG (mostly funded under maintenance agreement)	Generic v2.0
NH-09- CDC-2	Implement CDC MMG (mostly funded under maintenance agreement)	Varicella v2.0