



Lori A. Shibinette
Commissioner

Ellen M. Lapointe
Chief Executive Officer

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
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April 13, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a contract with ABILITY Network, Inc. (#130089) Minneapolis, MN, in the amount of \$251,000 for claims management services to provide electronic claims management services for New Hampshire Hospital and, upon transfer of ownership of Hampstead Hospital, for the Hampstead Hospital and Residential Treatment Facility (HHRTF), with the option to renew for up to six (6) additional years, effective upon Governor and Council approval through February 28, 2025. 100% Other Funds (Inter-Agency Funds).

Funds are available in the following account for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

01-03-03-030010-76950000 General Government, Information Technology Dept of, Information Technology Dept. of, IT for DHHS

State Fiscal Year	Class / Account	Class Title	Activity Code	Total Amount
2022	038-509038	Technology Software	03950369	\$38,000
2023	038-509038	Technology Software	03950369	\$80,000
2024	038-509038	Technology Software	03950369	\$80,000
2025	038-509038	Technology Software	03950369	\$53,000
			Total	\$251,000

EXPLANATION

The purpose of this request is to provide electronic claims management services for New Hampshire Hospital and, upon the transfer of ownership of Hampstead Hospital to the Department, the Hampstead Hospital and Residential Treatment Facility.

The Contractor will provide a revenue cycle management solution to facilitate insurance claim and remittance processing and electronic claims management services for processing claims for payment for services provided at New Hampshire Hospital. Claims management

services include electronic acknowledgment of reimbursement; verification of benefit eligibility both online and via a batch process; the ability to correct and modify claims; and the ability to electronically forward secondary claims. The Contractor will provide claims management services to the Hampstead Hospital and Residential Treatment Facility upon the transfer of ownership of Hampstead Hospital to the Department.

The Contractor will implement services by installing software applications; integrating with the Department's myAvatar software application; and training Department staff.

The Department will monitor contracted services using the following performance measures:

- 95% of all clean claims are processed directly to the payer without any other clearinghouse intervention.
- 97% or higher first-pass adjudication rate for a majority of the Hospital's clients.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from November 3, 2021, through November 30, 2021. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1 Revisions to Form P-37, General Provisions of the attached contract, the parties have the option to extend the agreement for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not be able to access a fully functional electronic claims management system for its facilities, and may continue to experience down time, revenue loss, and lengthy payment cycles.

Area served: Statewide

Source of Federal Funds: 100% Other Funds (Inter-Agency Funds).

Respectfully submitted,



Lori A. Shabinette

Commissioner

Approved by: 

Denis Goulet

Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

February 17, 2022

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Ability Network, Inc., of Minneapolis, MN, as described below and referenced as DoIT No. 2022-066.

The Department of Health and Human Services requests approval to enter into a contract with Ability Network, Inc. to procure electronic claims management services for New Hampshire Hospital that includes electronic acknowledgment of reimbursement, verification of benefit eligibility both online and via a batch process, the ability to correct and modify claims, and the ability to electronically forward secondary claims.

The cost of the contract is not to exceed \$251,000.00 and it shall become effective upon Governor and Council approval through February 28, 2025.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/RA
DoIT #2022-066
cc: Michael Williams, IT Manager, DoIT

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFP-2022-NHH-04-CLAIM

Project Title Claims Management Services

	Maximum Points Available	Ability Network	Change Health Care	Netsmart
Technical				
5.1.1. Experience (Q1)	40	40	40	5
5.1.2. Behavioral Health Experience (Q2)	30	28	25	5
5.1.3. Implementation plan (Q3)	50	45	25	40
5.1.4. Notification of terminations (Q4)	10	10	0	2
5.1.5. Unscheduled downtime (Q5)	25	25	0	0
5.1.6. Administrative functions (Q6)	75	50	27	0
5.1.7. Disabling process (Q7)	10	5	5	2
5.1.8. Add insurance companies (Q8)	15	15	5	2
5.1.9. Parent-child relationships (Q9)	15	8	0	0
5.1.10. Assistance with issues (Q10)	50	50	25	25
5.1.11. Qualifications of staff (Q11)	25	25	20	0
5.1.12. Reporting Information and Client dashboard (Q12)	75	70	55	17
Subtotal - Technical	420	371	227	98
Cost				
5.2.1. Price Proposal (Appendix D)	150	125	75	25
Subtotal - Cost	150	125	75	25
IT Requirements				
5.3.1. Business and Technical Requirements (Appendix E)	50	50	50	40
5.3.2. Activities, Deliverables, and Milestones (Appendix F)	50	50	0	20
Subtotal -IT	100	100	50	60
TOTAL POINTS	670	596	352	183

Reviewer Name
1 Charlene Noyes
2 Donna Ferland
3 Sean Hollingsworth
4 Greg Husband

Title
Supervisor IV
NHH Finance Director
Administrator, Revenue Cycle Ops.
NHH DoIT Lead

Subject: Claims Management Services (RFP-2022-NHH-04-CLAIM-01)

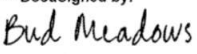
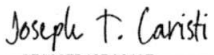
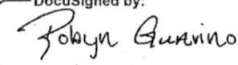
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name ABILITY Network, Inc.		1.4 Contractor Address 100 North 6th St., Suite 900A Minneapolis, MN 55403	
1.5 Contractor Phone Number (813) 580-5613	1.6 Account Number 01-03-03-030010-76950000-038-509038	1.7 Completion Date February 28, 2025	1.8 Price Limitation \$251,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 4/6/2022		1.12 Name and Title of Contractor Signatory Bud Meadows President	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 4/6/2022		1.14 Name and Title of State Agency Signatory Joseph T. Caristi Chief Financial Officer, NH Hospital	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/12/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

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

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

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

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials BM
Date 4/6/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Claims Management Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to six (6) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.3 is amended to read as follows:

6.3 The Contractor agrees to permit the State or United States access to Contractor's financial books, records, and accounts related to Contractor's performance of this Contract.

1.3. Paragraph 7, Personnel, Subparagraph 7.2 is amended to read as follows:

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 solicit for 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.

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, Subparagraph 12.1 is amended to read as follows:

12.1 Neither Party may assign any rights, nor may it delegate its duties, under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of each Parties authorized successors and assignees.

1.5. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

^{DS}
BM

**New Hampshire Department of Health and Human Services
Claims Management Services**

EXHIBIT A

1.6. Paragraph 14, Insurance, Subparagraph 14.3 is amended to read as follows:

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 furnish to the Contracting Officer identified in block 1.9, Certificates of Insurance required pursuant to this Agreement upon the Contracting Officer's request. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**New Hampshire Department of Health and Human Services
Claims Management Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.2. The Contractor shall provide electronic claims management services for New Hampshire Hospital (NHH); Hampstead Hospital and Residential Treatment Facility (HHRTF) upon the transfer of ownership of Hampstead Hospital to the Department; and other Department facilities as mutually agreed upon.
- 1.3. The Contractor shall provide proprietary software applications to process claims for reimbursement for services provided by the Department that include, but are not limited to:
 - 1.3.1. Registration Assurance®, which includes All Payer Eligibility inquiry, Insurance Discovery, Address and ID verification, patient data repository and alerts dashboard.
 - 1.3.2. EASE All Payer®, a claims management tool that provides tracking of claims showing timing of any changes to status, including
 - 1.3.2.1. Claims that include:
 - 1.3.2.1.1. Medicare A claims;
 - 1.3.2.1.2. Medicare B claims;
 - 1.3.2.1.3. Claims to commercial insurers;
 - 1.3.2.1.4. Medicaid claims; and
 - 1.3.2.1.5. Claims to managed-care organizations (MCOs);
 - 1.3.2.2. Remits;
 - 1.3.2.3. Eligibility;
 - 1.3.2.4. Audits; and
 - 1.3.2.5. Appeals.
 - 1.3.3. EASE Medicare®, for Medicare claims management and analytics, including reporting for:
 - 1.3.3.1. Medicare claims status;
 - 1.3.3.2. Returns to provider (RTPs);
 - 1.3.3.3. Payment data;
 - 1.3.3.4. Cash flow;
 - 1.3.3.5. Unpaid claims;

**New Hampshire Department of Health and Human Services
Claims Management Services**

EXHIBIT B

- 1.3.3.6. Billed claims; and
- 1.3.3.7. Medicare error trends.
- 1.3.4. IVANS NOW®, to provide a secure connection to Medicare Fiscal Intermediary Standard System (FISS) for direct data entry (DDE).
- 1.3.5. SECUREPAY®, to provide the capability to accept all forms of payment, With payment options that including, but not limited to:
 - 1.3.5.1. Point of service.
 - 1.3.5.2. Online.
 - 1.3.5.3. Automated payment plans.
 - 1.3.5.4. Card on-file.
 - 1.3.5.5. Over the phone.
 - 1.3.5.6. Mail.
- 1.3.6. PATIENT STATEMENTS® to provide a breakdown of outstanding balances with the capability to:
 - 1.3.6.1. Sort;
 - 1.3.6.2. Accept files from billing software, including with differing formats;
 - 1.3.6.3. Address verification/correction capabilities;
 - 1.3.6.4. Process multiple files per day;
 - 1.3.6.5. Create eStatements with email notification and online viewing capabilities;
 - 1.3.6.6. Create statement options; and
 - 1.3.6.7. Add a logo.
- 1.4. The Contractor shall provide Clearing House Services that include, but are not limited to:
 - 1.4.1. Accepting claims files (Form 837) from New Hampshire Hospital; HHRTF upon the transfer of ownership of Hampstead Hospital to the Department; and other Department facilities as mutually agreed upon, and processing files as promptly as possible.
 - 1.4.2. Accepting and processing 835 remittance files, Electronic Remittance Advice, from insurance companies and transmitting them to New Hampshire Hospital; HHRTF upon the transfer of ownership of Hampstead Hospital to the Department; and other Department facilities as mutually agreed upon.

**New Hampshire Department of Health and Human Services
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EXHIBIT B

- 1.4.3. Adding or removing payers to and from the system.
- 1.5. The Contractor shall provide Patient Verification of Benefits Services that include, but are not limited to:
 - 1.5.1. Accepting Benefits Verification files, (Form 270) from New Hampshire Hospital; HHRTF upon the transfer of ownership of Hampstead Hospital to the Department; and other Department facilities as mutually agreed upon, and processing files as promptly as possible.
 - 1.5.2. Accepting Benefits Confirmation files (Form 271) from insurance companies and forwarding them to New Hampshire Hospital; HHRTF upon the transfer of ownership of Hampstead Hospital to the Department; and other Department facilities as mutually agreed upon.
 - 1.5.3. Receiving newly admitted patient data on a daily basis for verification.
 - 1.5.4. Processing requests and receiving batch files from the Department for verification or reverification of patient benefits, including, but not limited to:
 - 1.5.4.1. Real-time processing capability that allows requests to be submitted to payers prior to the registration being finalized; and
 - 1.5.4.2. Batch processing capability that allows batch files to be processed as scheduled events and/or submitted to payers on an as-needed basis.
 - 1.5.5. Providing pharmaceutical benefits information for patients to the appropriate Department staff.
 - 1.5.6. Providing dental benefits information for patients to the appropriate Department staff.
- 1.6. The Contractor shall provide claims management services that include, but are not limited to:
 - 1.6.1. Reporting claims status with the ability to provide the current state of claims at all times, including, but not limited to reports configured to requirements set by the Department.
 - 1.6.2. Conducting rejection analyses that include, but are not limited to:
 - 1.6.2.1. Identifying rejection patterns and reasons for rejection.
 - 1.6.2.2. Classifying each rejection using criteria set by the Department.
 - 1.6.2.3. Configuring reports as directed by the Department, which may include, but is not limited to:
 - 1.6.2.3.1. Reconciliation reports.

**New Hampshire Department of Health and Human Services
Claims Management Services**

EXHIBIT B

- 1.6.2.3.2. Payer rejection summary reports.
- 1.6.2.3.3. Remittance reports.
- 1.6.2.4. Analytics data that includes, but is not limited to:
 - 1.6.2.4.1. Recoverable denials vs. non-recoverable denials.
 - 1.6.2.4.2. Avoidable denials vs. non- avoidable denials.
 - 1.6.2.4.3. Classification of root cause areas for denials.
- 1.6.3. Completing direct online entry and management of claims.
- 1.6.4. Making unlimited custom edits before submitting bills.
- 1.6.5. Attaching supporting documents to claim files.
- 1.6.6. Ensuring the Department has the ability to resubmit a single claim or a batch of claims.
- 1.6.7. Providing local printing.
- 1.6.8. Printing and mailing manual claims on behalf of the Department.
- 1.6.9. Processing electronic submission of secondary payer claims, including:
 - 1.6.9.1. Accelerated secondary billing when Medicare is the primary payer;
 - 1.6.9.2. Automated secondary claims for claims with any two primary and secondary payers;
 - 1.6.9.3. Configuring secondary billing options at the remittance payer level;
 - 1.6.9.4. Configuring secondary billing rules specific to the secondary payer; and
 - 1.6.9.5. Configuring secondary claims based on payer requirements.
- 1.7. The Contractor shall provide services that support business and technical functionality, which must include, but is not limited to:
 - 1.7.1. Providing a hosting server twenty-four (24) hours a day, seven (7) days a week, except for during scheduled maintenance.
 - 1.7.2. Maintenance performed during a regularly scheduled maintenance window at a time to be approved by the Department.
 - 1.7.3. Notice of system changes and updates at least 48 hours prior to the change occurs.
 - 1.7.4. Documentation for completed Penetration (PEN) testing.
 - 1.7.5. Documentation for security plan and a copy of the annual Service

**New Hampshire Department of Health and Human Services
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EXHIBIT B

Organization Control (SOC) compliance audit report.

- 1.7.6. Maintenance of hardware and software in accordance with specifications terms, including, but not limited to:
 - 1.7.6.1. Provision of patches for operating systems within sixty (60) days of release by their respective manufacturers, which includes, but is not limited to:
 - 1.7.6.1.1. Providing upgrades and fixes, including, but not limited to:
 - 1.7.6.1.1.1. Program updates.
 - 1.7.6.1.1.2. General maintenance releases.
 - 1.7.6.1.1.3. Functionality releases.
 - 1.7.6.1.1.4. Patches.
 - 1.7.6.1.1.5. Documentation.
 - 1.7.6.2. Repairing software or any portion thereof, to ensure the system operates in accordance with all specifications, terms, and requirements.
 - 1.7.6.3. Identifying and troubleshooting system failures and deficiencies.
 - 1.7.6.4. Maintaining records for each maintenance service call that include:
 - 1.7.6.4.1. A description of the deficiency;
 - 1.7.6.4.2. Status of the deficiency;
 - 1.7.6.4.3. A diagnosis of the root cause; and
 - 1.7.6.4.4. Identification of repeat services calls, as applicable.
 - 1.7.6.5. Implementing a change management policy for:
 - 1.7.6.5.1. Notification and tracking of change requests; and
 - 1.7.6.5.2. Critical outages.
 - 1.7.6.6. Designating a critical outage when:
 - 1.7.6.6.1. A business function cannot be met by a nonperforming application; and
 - 1.7.6.6.2. There is no work around to solve the problem.
 - 1.7.7. An account manager who serves as single point of contact for:
 - 1.7.7.1. Escalations;

**New Hampshire Department of Health and Human Services
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- 1.7.7.2. Strategic planning;
- 1.7.7.3. Process improvements; and
- 1.7.7.4. Other issues and business needs as identified by the Department.
- 1.7.8. Quarterly status and planning meetings with an agenda approved by the Department.
- 1.7.9. Live technical support staff that is available by telephone and email during 7:30 am to 7:30 pm Central Standard Time on weekdays, excluding holidays.
- 1.7.10. Virtual customer support services available twenty-four (24) hours each day, seven (7) days each week.
- 1.7.11. A full suite of management reports that include, but are not limited to:
 - 1.7.11.1. Exception-based and employee productivity reporting.
 - 1.7.11.2. Claim reports.
 - 1.7.11.3. Reconciliation reports.
 - 1.7.11.4. Remit reports.
 - 1.7.11.5. Submission reports.
 - 1.7.11.6. System reports.
 - 1.7.11.7. Management reports.
 - 1.7.11.8. Direct entry reports.
 - 1.7.11.9. Custom reports as directed by the Department.
 - 1.7.11.10. The ability to filter reports by:
 - 1.7.11.10.1. Eligibility status;
 - 1.7.11.10.2. Payer;
 - 1.7.11.10.3. Claim status;
 - 1.7.11.10.4. Financial class; and
 - 1.7.11.10.5. Other parameters as determined by the Department.
- 1.8. The Contractor shall provide a software system having role-based responsibilities based on user credentials, including, but not limited to:
 - 1.8.1. The ability to assign a claim to a specific Department manager.
 - 1.8.2. Applying claims scrubbing to enhance claims acceptance and payment upon first submission.

**New Hampshire Department of Health and Human Services
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EXHIBIT B

1.9. The Contractor shall provide a secure file transfer protocol site to be used by the Department for uploading and downloading files, as applicable.

1.10. Implementation

1.10.1. The Contractor shall implement services in accordance with Exhibit B-1 Business and Technical Requirements, as well as provide deliverables and reach milestones as indicated in Table 1.13.1-T Activities/Deliverables/Milestones, below:

Table 1.13.1-T			
Activities/Deliverables/Milestones			
Line #	DESCRIPTION	DELIVERABLE TYPE	PROJECTED DELIVERY TIME FRAME
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	10 Days from the Agreement Effective Date
2	Work Plan	Written	10 Days from the Project Kickoff Meeting Date
3	Project Status Reports	Written	Weekly Ongoing
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	Not Applicable
5	Communications and Change Management Plan	Written	Weekly, Ongoing
6	Testing Plan	Written	Not Applicable
7	Comprehensive Training Plan and Curriculum	Written	10 Days from the Agreement Effective Date
8	End User Support Plan	Written	100 Days from the Project Kickoff Meeting Date
SYSTEM DEPLOYMENT			
9	Conduct Training	Non-Software	100 Days from the Project Kickoff Meeting Date

**New Hampshire Department of Health and Human Services
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10	Provide Documentation	Written/Online	10 Days from the Agreement Effective Date
OPERATIONS			
11	Ongoing Support & Maintenance	Software/Systems	Ongoing
12	Conduct Project Exit Meeting	Non-Software	120 Days from the Project Kickoff Meeting Date

1.10.2. The Contractor shall provide on-site services in accordance the Activities, Deliverables, and Milestones Schedule Table 1.13.1-T, above, which include but are not limited to:

1.10.2.1. Integrating the Contractor's proprietary software applications with the Department's myAvatar software application.

1.10.2.2. Ensuring that each insurer is entered into their system, as approved by the Department including, but not limited to:

1.10.2.2.1. Validating National Provider Identifiers (NPIs), taxonomies, and Tax Identification Numbers.

1.10.2.2.2. Determining payer enrollments and payer mapping.

1.10.2.2.3. Gathering provider information and provider demographics.

1.10.2.2.4. Keying services on payer enrollment forms.

1.10.2.3. Sending agreements to the Department for online payer enrollment lists and/or other pertinent information as requested by the Department.

1.10.2.4. Generating customized and standard reports for implementation activities, to be determined by the Department, supported using the Contractor's proprietary enrollment technology.

1.10.2.5. Sending agreements to payers for approval.

1.10.2.6. Obtaining approvals from both the Department and from payers by go-live date in Paragraph 1.12.2 Activities/Deliverables/Milestones Table.

1.10.3. The Contractor shall provide on-site training for Department staff, including, but not limited to the following topics:

1.10.3.1. Managing payer contracts.

**New Hampshire Department of Health and Human Services
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- 1.10.3.2. Creating and managing bridge routines specific to the Department's needs.
- 1.10.3.3. Procedures to identify and eliminate claims.
- 1.10.3.4. How to address critical patches or upgrades as needed.
- 1.10.4. The Contractor shall establish a regular telephone call schedule with Revenue Cycle Operations at New Hampshire Hospital, to be approved by the Department, including:
 - 1.10.4.1. Regular telephone calls during implementation; and
 - 1.10.4.2. A fixed call schedule thereafter.
- 1.10.5. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Performance Measures

- 3.1. The Department will monitor Contractor performance by the Contractor's adherence to completing activities, providing deliverables, and meeting milestones as described in Table 1.13.1-T.
- 3.2. The Contractor shall ensure:
 - 3.2.1. Ninety-five percent (95%) of all clean claims are processed directly to the payer without any other clearinghouse intervention.
 - 3.2.2. Ninety-seven percent (97%) or higher first-pass adjudication rate.

4. Additional Terms

- 4.1. Impacts Resulting from Court Orders or Legislative Changes
 - 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under

**New Hampshire Department of Health and Human Services
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EXHIBIT B

this Agreement so as to achieve compliance therewith.

4.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

4.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

4.3. Credits and Copyright Ownership

4.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

4.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

4.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5. Records

5.1. The Contractor shall keep records that include, but are not limited to:

5.1.1. Books, records, documents and other electronic or physical 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.

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EXHIBIT B

- 5.1.2. All records must 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
- 5.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Other funds.
2. Payment for services provided to New Hampshire Hospital shall be made as follows:
 - 2.1. A one-time Ability® Implementation Fee of \$4,000.
 - 2.2. A one-time SecurePay® Auto-post Implementation Fee of \$3,000.
 - 2.3. An annual fee for SECUREPAY® Auto post payments to the Department's Electronic Health Record of \$3,300.
 - 2.4. Monthly fees based on Table C-2.4-T, below.

Table C-2.4-T	
Description	Monthly Price
RCM-HOSP-PROADV-N5 EASE All-Payer Clearinghouse Platform Bundle	\$6,255
EASE All-Payer – Claims Tier 5 <9000	Included
EASE All-Payer – Payer edits and custom business rules	Included
EASE All-Payer - Eligibility (auto eligibility validation upon submission as part of claim edit process)	Included
EASE All-Payer - Claim Status (3600 276/277 claim status checks/year)	Included
EASE All-Payer - PAPER Claims (600 Print and ABILITY mail claims/year)	Included
EASE All-Payer – Denial/Remit analytics	Included
EASE All-Payer – Institutional and Professional Reporting (import, transit, errors, holds, overrides, follow-up, remits)	Included
EASE All-Payer – Claims and Remit Management Dashboard	Included
EASE Medicare Analytics (Modern view of DDE for Medicare follow up and reporting (integrated into EASE All-Payer)	Included
EASE Medicare esMD1 (Submit 50 ADR/RAC/Appeal files electronically and receive ADR/RAC audit letters electronically)	Included
DDE/FISS (Medicare legacy access)	Included
SECUREPAY in house/online/phone patient payment platform (1 tax ID))	Included
Registration Assurance Platform (includes eligibility/eligibility discovery/address & identity verification workflow)	Included

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Registration Assurance Eligibility-3 (12,000 Medicare/Medicaid/Commercial eligibility checks/year)	Included
Registration Assurance Coverage Discovery-2 (3600 primary/secondary/tertiary insurance discovery/year)	Included
Individual Benefit Verification fee (per query)	Included
Batch Benefit Verification fee	Included
Claims Resubmission fee (per claims)	Included

2.5. Additional fees per unit as described on Table C-2.5-T, below:

Description	Price	Unit
Each page over the first page per patient statement	\$.17	Each
Inserts	\$.20	Each
Electronic Statements	\$.30	Each
Non-Deliverable statement fee	\$.16	Each
Sucharge for each patient statement over the first 4,200 in a one (1) year period*	\$.35	Each
SecurePay® Credit Card Reader	\$325 each	Each
SecurePay® Check Scanner	\$650 each	Each

2.6. Annual discounts for services based on volume in accordance with Table C-2.6-T, below:

Description	Discount Amount	Unit
EASE All-Payer – Claims Tier 2 (Less than 3600 claims in previous 12 month period)	(\$3,816.00)	Per Year*
EASE All-Payer – Claims Tier 3 (3601 to 5400 claims in previous 12 month period)	(\$2,520.00)	Per Year*
EASE All-Payer – Claims Tier 4 (5401 to 7200 claims in previous 12 month period)	(\$1,248.00)	Per Year*

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*For payment terms, a year is defined as a one-year period beginning on the Contract Effective Date, and each year thereafter beginning on the same day and month.

3. Payment for services provided to Hampstead Hospital and Residential Treatment Facility (HHRTF) shall be effective upon the transfer of ownership of Hampstead Hospital to the Department, and shall be made as follows:
 - 3.1. A one-time Installation Fee for Ability®/Revenue Cycle Management Pro Advanced for Hospital is not applicable.
 - 3.2. A one-time SecurePay® Auto-post Implementation Fee is not applicable.
 - 3.3. An annual fee for SECUREPAY® Auto post payments to the HHRTF Electronic Health Record is not applicable.
 - 3.4. Monthly fees based on Table C-3.4-T, below.

Table C-3.4-T	
Description	Monthly Price
RCM-HOSP-PROADV-N1A Ability Revenue Cycle Management Pro Advanced for Hospital	\$1,916
EASE All-Payer – Claims <18,000	Included
myABILITY with IVANS NOW	Included
ABILITY EASE Medicare with Analytics	Included
EASE All-Payer - Eligibility (auto eligibility validation upon submission as part of claim edit process)	Included
SECUREPAY® for 1 entity	Included

- 3.5. Additional fees per unit as described on Table C-3.5-T, below:

Table C-3.5-T		
Description	Price	Unit
Additional transactions for Claims > 18,000	\$1.00	Each
Additional transactions for Eligibility > 18,000	\$1.00	Each
ABILITY EASE All-Payer Appeals > 500	\$1.00	Each
ABILITY EASE All-Payer Audit Mangement > 500	\$1.00	Each

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4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests payment for authorized services provided in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices for New Hampshire Hospital may be assigned an electronic signature and sent by email to NHHFinancialServices@dhhs.nh.gov, or invoices may be mailed to:

New Hampshire Hospital
Financial Services
121 South Fruit St.
Concord, NH 03301
6. In lieu of hard copies, all invoices for Hampstead Hospital and Residential Treatment Facility (HHRTF) may be assigned an electronic signature and sent by email to HampsteadFinance@dhhs.nh.gov, or invoices may be mailed to:

Hampstead Hospital and Residential Treatment Facility
Office of Finance
218 East Road
Hampstead, NH 03841
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the

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Claims Management Services**

EXHIBIT C

Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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Exhibits D-H

Exhibits D-H are not applicable to this Agreement.

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Contractor Initials ^{DS}
Date 4/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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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Date 4/6/2022



New Hampshire Department of Health and Human Services

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

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

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

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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 upon discovery of the breach based on information available at the time, and shall provide a final risk assessment report at the conclusion of the investigation.

- 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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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

3/2014

Contractor Initials

BM

Date 4/6/2022



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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. BM



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- 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

ABILITY Network Inc.

The State

Name of the Contractor

DocuSigned by:

DocuSigned by:

Joseph T. Caristi

Bud Meadows

Signature of Authorized Representative

Signature of Authorized Representative

Joseph T. Caristi

Bud Meadows

Name of Authorized Representative

Name of Authorized Representative

Chief Financial Officer, NH Hospital

President

Title of Authorized Representative

Title of Authorized Representative

4/6/2022

4/6/2022

Date

Date

Contractor Initials DS
BM

Date 4/6/2022



Exhibit J

Exhibit J is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials ^{DS}
Date BM
4/6/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ABILITY NETWORK INC is a Delaware Profit Corporation registered to transact business in New Hampshire on February 04, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **686600**

Certificate Number: **0005753851**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp that matches the Seal of the State of New Hampshire.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Kamyar Daneshvar**, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of **ABILITY Network Inc.**

(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 14, 2022, at which a quorum of the Directors/shareholders were present and voting.

(Date)

VOTED: That **Bud Meadows, President and General Manager** (may list more than one person)

(Name and Title of Contract Signatory)

is duly authorized on behalf of **ABILITY Network Inc.** to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.



Dated: March 14, 2022

Signature of Elected Officer

Name: Kamyar Daneshvar

Title: Corporate Secretary

